Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

DS MR
BPO Review

Signed by: Marcus Duffy A9D59FA5D9FD417...
City Legal Review

DS
Affidavit Check

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: US Submergent Technologies, LLC

Bid/Contract Ref # IFB23-0211

Agency Name: City of Orlando

Contract Type: Piggyback

Contract Value OVER $100K

Resolution # 2026- 145 **City Council Approval Date:** 10/20/2026

Contract Term End Date 06/10/2027

Renewable Y/N y **If yes # and length of renewals:** 1 one-year renewal

City's Project Manager(s) Matt Ryle

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the City of Orlando Agreement for Reservoir Environmental Cleaning Services services as needed.

Approvals:

Responsible Dept. Director Signed by: Brian Roche 0217FE7182744DB... **Date:** Oct 31, 2026 | 6:57 PM PDT

City Finance Signed by: Helena Alves 4E2A3892B67B492... **Date:** Oct 30, 2026 | 8:30 AM EDT

City Attorney Signed by: Marcus Duffy A9D59FA5D9FD417... **Date:** Oct 29, 2026 | 4:45 PM EDT

City Manager Signed by: Mike McGlothlin D7DF1A254975438... **Date:** Nov 1, 2026 | 4:37 AM PST

Vendor Name and Email Denver Stutler Jr. dstutler@usstholdings.com

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city of PALM COAST

Finance Department
Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3710

US Submergent Technologies
ATTN: Denver Stutler Jr.
2201 Cantu Ct, Ste 220
Sarasota, Florida 34232

RE: Engagement Letter Authorizing Piggyback

Reservoir Environmental Cleaning Services
Contract Name

City of Orlando, IFB23-0211
Contract Reference

Dear Denver,

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.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to 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,
Nathalie Garcia
Nathalie Garcia
Sr. Contracts and Procurement Coordinator
ngarcia@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...
Print Name: Michael McGlothlin
Title: City Manager
Date: Nov 1, 2026 | 4:37 AM PST

SUPPLIER

Signed by:
By: [signature]
4E8D6E168C23469...
(Authorized Signatory)
Print Name: Denver Stutler Jr.
Title: CEO
Date: Oct 15, 2026 | 4:57 PM EDT

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

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 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-Verity 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. **Prohibition against considering social, environmental, political, or ideological interests in government contracting**

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.
b. The Contractor's religious beliefs, religious exercise, or religious affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **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:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. 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
7. 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
8. 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.

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

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10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. **Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Nov 1, 2026 | 4:37 AM PST

SUPPLIER

Signed by:
By: _____
4E8D0E198C93499...
(Authorized Corporate Officer)

Print Name: Denver Stutler Jr.

Title: CEO

Date: Oct 15, 2026 | 4:57 PM EDT

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

US Submergent Technologies is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Denver Stutler Jr.

Title: CEO

Signature: Signed by: 4E8D6E168C93499...

Date: Oct 15, 2026 | 4:57 PM EDT

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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 

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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: _____

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____ Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 202__, by _____.

Notary Signature

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____
OR Produced Identification_____
Type of Identification Produced_____

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Mayor
Buddy Dyer

Executed 08.01.2023
Term 3 years plus 2
1 year renewals

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES

CITY OF ORLANDO

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE

ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED NON-RESPONSIVE

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City of Orlando

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES

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6. SPECIAL TERMS AND CONDITIONS .....
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8. VIRTUAL BID OPENING .....

Attachments:

A - IFB_Attachments_A_-_I_RECS 23-0211

B - IFB_Bid Price Form_23-0211

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1. INTRODUCTION

1.1. Summary

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

1.2. Contact Information

Direct all questions and inquiries to the following:

Javarie McDonald
Purchasing Agent II
400 S Orange Avenue
Procurement and Contract Division 4th Floor
Orlando, FL 32801
Email: javarie.mcdonald@orlando.gov
Phone: (407) 246-2364

Department:
Procurement and Contracts Division

1.3. Timeline

Note: All time references in this solicitation are to City of Orlando local time on the date specified.

Issue Date	March 3, 2023
Cut-off date for Questions by Bidder	March 10, 2023, 5:00pm

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Bid Due Date and Time	April 4, 2023, 2:00pm JOIN THE VIRTUAL BID OPENING. Online: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmFlMjUxZDUtMTU3OS00ZTc0LTk0MDAtZTg5NTI2YmFjMzZl%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e3e91c6c-aa8e-4cf4-9514-0ee59fcbec65%22%7d Call into the virtual meeting by dialing this phone number: +1 321-247-7568 Once dialed-in and prompted, enter the Conference ID: 280 261 905 108

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2. GENERAL INFORMATION

2.1. SOLICITATION INFORMATION

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

A. Bid documents are available for download from the VendorLink website:

- You may access solicitation information by visiting the City's VendorLink website by copying the following link in your web browser: vendorlink.cityoforlando.net

B. You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando

Procurement and Contracts Division

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Bidders, but it is the Bidder's responsibility to check with the City of Orlando's website at: vendorlink.cityoforlando.net for current bid and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

2.2. CONTRACT TERM

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

2.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum.

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2.4. PRE-BID CONFERENCE, IF APPLICABLE

If applicable, the purpose of a Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

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3. BID SUBMITTALS

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the bid due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Bidders are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required on each bid submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic bid submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

A. **Bid Pricing** - All prices shall be entered online. For instructions on submitting Electronic Bid Pricing (which is required by this solicitation), see **Section 7**.

B. **Attachment A** - Bidder's Questionnaire. This form must be downloaded, completed, and uploaded as a part of the bid package.

C. **Attachment B** - Bidder's Certification Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

E. **Attachment D** - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

F. **Attachment E** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

G. **Attachment F** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

H. **Attachment G** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, and uploaded as a part of the bid package.

I. **Attachment H** - Addendum Receipt Verification Form. If an Addendum(s) is issued, this form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

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J. **Attachment I** – Certification Regarding Prohibition Against Contracting With Scrutinized Companies. This form must be downloaded, completed, and uploaded as a part of the bid package.

K. Copy of Bidder's current W-9 is to be signed and uploaded as a part of the bid package.

L. Bid Security, if applicable.

M. Proof of insurance - If applicable, please refer to **Section 5 – Insurance Requirements**

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4. SCOPE OF WORK

4.1. General

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

4.2. Scope of Work

A. The Contractor shall furnish all labor (to include personnel certified to enter confined spaces), materials and equipment necessary for properly cleaning various size structures and equipment in confined space entries , and requires the application of reasonable initiative and independent judgement. Types of structures shall include both Sanitary Sewer and Stormwater systems. Structures shall be cleaned using hydraulically-propelled, and/or high velocity water jet sewer cleaning equipment capable of removing sand and/or debris in surcharged conditions. Structures shall be defined as a tank, basin, pond and other types of structures including, but not limited to channels, equalization tanks, clarifiers, aeration basins, oxidation ditches, anoxic tanks, filter media bays, contact basins, digesters, headworks, grit chambers, containment units, thermal process tanks, package plants, reject ponds, lift stations, backwash basins, splitter boxes, baffle boxes, manholes, sumps or sediment traps.

B. Debris shall be defined as sand, silt, solids, rags, sludge, rocks, bricks, loose gaskets, pieces of broken pipe and other foreign objects encountered in structures. The cleaning process shall be able to remove all debris from each structure that is identified by the City. The selection of cleaning equipment and method shall be based on the structure type, amounts of debris anticipated, and the known condition of the structure, and will be subject to the City's approval for the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are properly trained and qualified in using that type of equipment or device.

C. The Bidder will be required to submit a minimum of three (3) references, within the State of Florida, that demonstrate that they have the necessary equipment, experienced personnel, and are capable of cleaning large diameter structures, utilizing a closed loop

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system, in surcharged conditions, per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed cleaning equipment are not satisfactory, the Contractor may be required to utilize different personnel, equipment and/or attachments, as necessary to meet the requirements.

D. Satisfactory precautions shall be taken to protect structures, equipment and adjacent facilities from damage that might be caused by improper use of the cleaning equipment or method. Any damage resulting from Contractor negligence shall be repaired by Contractor at no cost to and to the satisfaction of the City.

4.3. Equipment

A. All cleaning equipment shall include an extraction device that removes all solids and decants water back into the structure without the release of debris. The cleaning equipment shall have an approximately 49 foot boom crane with telescoping tubes and shall have a downhole system that enables the removal of debris from deep or submerged conditions. The equipment shall have a minimum 15 cubic yard debris tank, capable of being pressurized for debris and water separation. If the site conditions are such that large debris amounts are anticipated, then the equipment shall be capable of operating in conjunction with pressurized roll off containers.

B. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere and does not allow the debris being removed to pass downstream from the access point or back into the system being cleaned. The cleaning equipment shall be able to operate without the need of bypass pumping during the cleaning operations.

C. High Velocity Water Jet Cleaning:

1. The jetting equipment must be specifically designed and controlled to thoroughly clean the structure without damage. A working pressure gauge shall be used on the discharge of all high pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean loose debris underneath the top of the structure, to a downward angle in order to clean the bottom or sides depending on the structure needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent further damage to the structure.

2. The primary water pump should be rated at least 140 gpm at 2000 psi and have additional capacity as needed to perform the work. To take full advantage of the Closed-Loop capabilities and increase production, the Closed-Loop system equipment shall have a hose reel and hose that is capable of cleaning at least 1000 LF from one access point.

D. Hydraulically Propelled Cleaning Equipment:

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The hydraulically propelled equipment must be specifically designed to remove large amounts of debris and sediment under surcharged conditions. Hydraulically propelled equipment must be capable of properly functioning without the use of additional water.

E. Debris Collection:

1. The debris collection system shall include both vacuum and pumping capability with a sealed containment unit that must be able to safely transport either sanitary sewer or storm system debris to a legal disposal site without leakage or emitting any significant amount of odor. Any damage resulting from Contractor negligence shall be repaired by a licensed contractor or a City of Orlando contractor at no cost to and to the satisfaction of the City. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing 99% of the solids and debris, and decanting only water back into the collection system downstream of the debris collection point or into a discharge point designated and approved by the City.

2. The debris collection system shall have a telescoping boom and tube system that is capable of reaching approximately 49 feet from the center of the debris collection vehicle into the structure for effective placement of the vacuum/pumping tube.

3. Sand and sediment collected during operations must be able to pass the paint filter dry test to be eligible to collect pay items for debris disposal. All sanitary sewage or wastewater treatment plant structures will be eligible for the pay item for Disposal of Sanitary Sewer Solid Waste Material. All stormwater systems or structures will be eligible for the pay item for Disposal of Stormwater System Solid Waste Material.

4.4. Execution

A. All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe or structure is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire structure is clean and has been approved by the City. The Contractor shall only use biodegradable materials which will not create hazards to health or property or affect stormwater receiving bodies or sewage treatment plant processes.

B. The jetting action from the nozzle will propel the cleaning head to a chosen point (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle to the access point, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container. The operator will extend the nozzle to further points in the structure and repeat this procedure until the furthest point has been reached and is clean of all sediment and debris. The Contractor is responsible to use whatever means necessary to remove all sediment and debris from the structure or system without damage to the facility. The debris collection system shall separate the solids and return only liquid back into the system or structure.

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C. The Contractor shall be responsible for obtaining a water meter and pay all related costs as necessary. All expenses shall be considered incidental to the cleaning of the structure. No fire hydrant shall be obstructed or used when there is a fire in the area.

D. In addition to the requirements herein, the Contractor shall maintain a safe and clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning structures and disposing of waste debris. The Contractor shall also keep the work area and surrounding area free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste materials, debris and rubbish shall be provided by the contractor until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal disposal site for the disposal of the debris material. Under no circumstances shall sewage or solids removed from a sanitary sewer system be spilled or dumped in streets, ditches, catch basins, or storm drainage systems.

E. The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process and starting the clock regarding payment. Partial days of work will be prorated for payment if a minimum 8 hours of work has not been performed during a day.

4.5. Pollution and Noise Controls

A. Contractor shall minimize noise, vibration and pollution caused by their activities, and control the removal and disposal of solid and hazardous wastes according to the following Performance Criteria:

1. Noise Control shall be in accordance with Federal, State, and City regulations. The equipment noise level shall not exceed 75 Db measured at a distance of 50 feet, during normal operating conditions. The Contractor shall comply with all City Ordinances and regulations dealing with noise abatement.

2. Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

3. Air Pollution Control shall be in accordance with Federal, State, and City regulations.

4. Fugitive Dust:

a. Do not cause or allow the emissions of from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

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c. Do not cause or allow particulate matter to exceed 100 mg/m3 when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

e. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere.

B. Solid and Hazardous Waste

Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

1. Execution: In order to implement these regulations, the Contractor shall use the following procedures and techniques:

a. Dust Control

(1) Cover loads of materials, debris and soil transported from construction sites.

(2) Daily water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials.

(3) Establish regular cycles and locations for washing trucks which haul soil from the site.

(4) Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

(5) Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(6) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. The Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by the City Representative.

(7) Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the City.

C. Solid and Hazardous Waste Disposal:

1. Solid wastes may be disposed of in a number of ways, including legal land spreading, controlled incineration, public or private dump sites, either free or for a fee. The method

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of disposal is restricted according to the classification of the waste material by the CFR 40 – 190 to 399, and by local requirements.

2. Hazardous wastes are wastes listed in 40 CFR Part 261, Subpart D as hazardous or they are wastes characterized in 40 CFR Part 261, Subpart C as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°F), corrosivity (i.e., Ph < 2 or > 12.5), reactivity, or toxicity.

3. A hazardous waste determination must be made of any waste material. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a Hazardous Waste facility authorized by DEP, EPA or another state. Hazardous Waste cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Regardless of quantity, the generator of Hazardous Waste is ultimately responsible for the waste, and can be held liable for improper management of Hazardous Waste even though it may have been sent to an authorized Hazardous Waste management facility using a licensed transporter authorized by DEP.

4. Haul routes for transporting sediment and debris solids or hazardous wastes are subject to the approval of the City.

-End of Section-

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5. STANDARD TERMS AND CONDITIONS

5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.

B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

- Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Bidder or potential Bidder (or on a Bidder or potential Bidder's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.
- During the prohibited communication period, all contacts and communications regarding the solicitation by a Bidder, or potential Bidder, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.
- Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Bidder or potential Bidder under the City's Procurement Code.

C. Any questions by a Bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Any interpretation made to prospective Bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than five (5) days before the date set for receipt of bids. Oral answers

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and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

D. Bid openings shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the Bidders responsibility to assure that their bid has been entered online no later than the due date and time of the bid opening. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

5.2. BIDDER QUALIFICATION

Bids will be considered from Bidders who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from Bidders which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

5.3. ALTERATIONS/CHANGES TO BID PRICE FORM(S)

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

5.4. ADDENDA

It is the Bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from VendorLink, please ensure that you also download all such Addenda. The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

5.5. UNBALANCED BIDS

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup

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documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

5.6. WITHDRAWAL OF BIDS

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids.

5.7. SELECTION/REJECTION OF OPTIONS

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

5.8. IRREVOCABLE OFFER

The submission of a bid shall constitute an irrevocable offer to the City by the Bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

5.9. QUANTITIES

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

5.10. BIDDER'S CERTIFICATION FORM

Each Bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

5.11. SUBMITTAL OF BIDS

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Bidder.

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5.13. EXCEPTIONS TO TERMS AND CONDITIONS

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

5.14. SPECIFICATIONS

A. The specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.

B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in their bid exactly what he proposes to furnish and forwards with their bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacture or shipment may be required to submit

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working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

D. Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

E. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.

F. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be bid F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the IFB.

5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

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5.19. MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

5.20. SAFETY STANDARDS

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Bidder and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@orlando.gov or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

5.23. DISCOUNTS

Bidders may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Bidder is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

5.24. PROMPT PAYMENT ACT

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

A. Proper Invoice

1. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:

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a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);

c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

d. the Purchase Order or contract number as supplied by the City; and

e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

f. Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

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5.25. INSPECTION OF PUBLIC RECORDS

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@orlando.gov. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

5.26. IRREGULAR BIDS

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however, has the authority to waive minor irregularities.

5.27. CONTINGENT FEES

The Bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

5.28. EVALUATION OF BID AWARD

The City reserves the right to award the bid to the responsive and responsible Bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Bidder.

5.29. AWARD OR REJECTION OF BIDS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

A. The ability, capacity, and skill of the Bidder to perform the service required.

B. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

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C. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

D. The quality of performance of previous contracts or services.

E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.

F. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.

H. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.

I. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Bidder's taxes or assessments are delinquent.

J. Such other information as may be relevant or secured.

5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible Bidder. In such cases where an award is made to more than one responsive and responsible Bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

5.32. PRICING AND ORDERING

The awarded Bidder shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded Bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

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5.33. RETURN OF PRODUCTS/EQUIPMENT

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Bidder's. Submission of a bid shall constitute acknowledgment by the Bidder that it is familiar with all such conditions. The failure or neglect of a Bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

5.35. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-yearperiod, whichever is later.

5.36. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

5.37. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

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1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

5.39. WARRANTY

Bidder warrants that all equipment, materials and workmanship, whether furnished by Bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

5.40. CONTRACT AND ACCEPTANCE FORM

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, Bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful Bidder fails to properly execute the Contract and Acceptance

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Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the Bidder of the City's intent to make an award and the Bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall because for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder or the City's Chief Procurement Officer may decline to make an award.

Successful Bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.

C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.

D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the bid. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and

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Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

5.41. ACCEPTANCE OF MATERIALS/SERVICES

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

5.42. CONTRACT ALTERATIONS

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

5.43. INDEMNIFICATION

The awarded Bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

5.44. INSURANCE

A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

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B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.

D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

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subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

1. Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

   - Workers' compensation: Statutory
   - Employer's Liability: $100,000 each occurrence

2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

   - Bodily injury and: $1,000,000 combined single

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- Property damage: limit each occurrence

3. Commercial General Liability. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

   - Bodily injury and: $1,000,000 combined single
   - Property damage: limit each occurrence

4. Commercial Crime. Prior to performance as a result of award of this bid solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor's employees engaged in work as specified herein or having access to City buildings.

   - The Commercial Crime Policy, with endorsement CR04010300 covering client's property shall provide a minimum coverage of $300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.
   - It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.

5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis

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and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.

6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of $1,000,000, with a maximum deductible of $100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.

7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than $10,000,000 per occurrence.

   - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than $10,000,000.00 per occurrence.

8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

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9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from "sudden accidental" or "gradual" pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $2,000.000.

5.45. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

5.46. LICENSES

Unless otherwise extended by the City, the awarded Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

5.47. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

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5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.51. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

5.52. TERMINATION FOR DEFAULT

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if

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the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or their surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

5.54. PURCHASING CARD PROGRAM

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

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Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a "Preferred Supplier"
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

5.55. EMERGENCY SUPPORT

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

5.56. SUBCONTRACTORS

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to

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ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

5.57. BID PRICES

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

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5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than $15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid awards for services which involve City expenditures that exceed $100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed $100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended $100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than $100,000.00 but exceeded $100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

5.62. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Bidder's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

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5.63. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

5.65. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

5.66. INFORMATION

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

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5.67. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

5.68. EXTRA WORK

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

5.69. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

5.71. MISCELLANEOUS PROVISIONS

By submitting a bid, the Bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter

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of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

A. Any amount if, at the time of bidding on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, or entering into or renewing such contract, the company:

    1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

    2. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this

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solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

5.74. DRUG FREE WORKPLACE

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

5.75. NON-DISCRIMINATION

Contractor shall:

A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

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B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 488.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.

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6. SPECIAL TERMS AND CONDITIONS

6.1. AUTOMATED ORDER ENTRY SYSTEM

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

6.2. CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid, unless otherwise specified). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.3. AVAILABILITY OF PARTS/SERVICE FACILITIES

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment may be cause for rejection of the bid.

6.4. REPORTING

The Bidder shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Bidder's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Unit of measure
- Quantity
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Bidder, without prompting or notification by the City. The Bidder will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Bidder to develop

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the approved electronic format and content of the Contract Sales Reports to be used by the Bidder.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

6.5. LOCAL REPRESENTATIVES

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis."

6.6. RECIPROCAL LOCAL PREFERENCE

In the event the lowest responsive and responsible response to any Invitation for Bids is by a Bidder whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Bidder whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Bidder having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Bidder has its principal place of business.

6.7. FDEP COMPLIANCE

Contractor shall contact the Orange County Environmental Protection Division at 407.836.1400 for instructions relating to Petroleum Storage Tank Compliance (FDEP local program office) notification requirements prior to the start of installation or removal of any aboveground and/or underground petroleum storage tanks. A 30- day/48-hour notice is required for all tank installations and a 10-day/48-hour notice is required for tank removals.

6.8. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer's Liability
- Comprehensive Automobile Liability
- Commercial General Liability

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7. ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

All responsive Bidders to this solicitation must submit electronic bids. Paper responses will be deemed non-responsive.

7.1. BID PRICE INSTRUCTIONS FOR BIDDERS

A. Once you have logged into your VendorLink account, go to the solicitation in which you want to bid on. Then click on "Submit a Quote/Bid."

B. There are two methods to submit your pricing:

1. **Method "a"** - Download the Excel Quote/Bid Spreadsheet and upload it after completion.
    a. Click on the VendorLink.xls link to open a fillable MS Excel spreadsheet.
    b. Complete the spreadsheet and save. Directions for completing the spreadsheet can be opened by clicking on the Directions.pdf link.
    c. Upload the spreadsheet to VendorLink.
    d. Verify that your uploaded pricing is correct and appears on the Quote/Bid Items Requested section.
2. **Method "b"** – Manually enter item pricing and other required information on the Quote/Bid Items Requested field(s) in VendorLink.

C. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.

D. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

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8. VIRTUAL BID OPENING

JOIN THE VIRTUAL BID OPENING: Friday, March 31, 2023 TIME: 2:00 PM at the location stated in the Introduction Section.

INSTRUCTIONS:

A. **Select a method to join.**

1. Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit: https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4

B. **Choose your device and download Teams.**

1. Go to https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost.
2. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

C. **Provide live public comment**

1. An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

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ATTACHMENT A

BIDDER'S QUESTIONNAIRE

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): n/a %, if paid within n/a days after receipt of invoice.

2. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)

   ☐ J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)

   ■ ACH – Automated Clearing House (net 30)

   ☐ Check (net 45)

3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ____ Yes X No

4. CONTACT INFORMATION

U.S. Submergent Technologies, LLC
Name of Company

Denver J. Stutler, Jr.
Name of Contact Individual

2201 Cantu Court, Suite 116
Contact Address

Sarasota, FL 34232
Contact City, State, Zip

941-216-0149
Contact Telephone Number

dstutler@usstholdings.com
Contact Email Address

078664751
DUNS Number (Dun & Bradstreet)

5. EXPERIENCE:

A. Years in business: 12
B. Years in business under this name: 6
C. Years performing this type of work: 10

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6. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: U.S. Submergent Technologies, LLC
B. Address of local service center: 2153 Rayburn St., Orlando, FL 32824
C. County local service center is located in: Orange
D. Contact: Mike Cannon Telephone number: 407-244-0410

7. SUBCONTRACTORS-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
None intended to be used			

8. RECYCLED CONTENT:

A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: N/A %
B. Is your product packaged/shipped in material containing recycled content? Yes ___ No X
C. Is your product recyclable after it has reached its intended end use? Yes ___ No X

9. REFERENCES:

Please provide references related to the scope of work.

Reference #1:
Name: Lee County Utilities
Address: 1366 San Souci Dr., Ft Myers, FL 33919
Telephone No.: 239-634-8996 Fax No.: 239-634-8996
Contact: Bobby Dick, Jr.
E-mail: rdickjr@leegov.com
Project/Contract Title: Fiesta Village West Oxidation Ditch
Project Contract Number: B210331TRD
Project/Contract Amount: $333,812.50
Project/Substantial Completion Date or Percent Complete: Dec 2022

Reference #2:
Name: Palm Beach County WUD
Address: 8100 Forest Hill Dr., West Palm Beach, FL 33413
Telephone No.: 561-307-6718 Fax No.: 561-307-6718
Contact: Anthony Deutsch
E-mail: afdeutsch@pbcwater.com
Project/Contract Title: WRWRF Oxidation Ditch 2

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Project Contract Number: 20-024/CC Tank Cleaning Services
Project/Contract Amount: 231,573.00
Project/Substantial Completion Date or Percent Complete: Mar 2023

Reference #3:
Name: City of Fort Lauderdale
Address: 949 NW 38th St., Ft. Lauderdale, FL 33309
Telephone No.: 954-828-4122 Fax No.: 954-828-4122
Contact: Justin Murray
E-mail: jmurray@fortlauderdale.gov
Project/Contract Title: GT Lohmeyer WWTP Sludge Tank
Project Contract Number: PP223228
Project/Contract Amount: 95222.35
Project/Substantial Completion Date or Percent Complete: Jul 2022

Reference #4:
Name: Miami Dade Water and Sewer
Address: 6825 SW 87th Ave., Miami, FL 33173
Telephone No.: 305-607-5670 Fax No.: 305-607-5670
Contact: Frank Lozano
E-mail: flozano@miamidade.gov
Project/Contract Title: RTQ-00662 Dewatering and Tank Cleaning Services
Project Contract Number: Reservoir Cleaning Services
Project/Contract Amount: $313,000.00
Project/Substantial Completion Date or Percent Complete: Dec 2020

AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority
Denver J. Stutler, Jr.	CEO	Principal

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ATTACHMENT B

BIDDER'S CERTIFICATION FORM

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

BY: _____
SIGNATURE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITY, STATE, ZIP CODE

(941) 216-0149
TELEPHONE NUMBER

(941) 216-0149
FAX NUMBER

dstutler@usstholdings.com
E-MAIL ADDRESS

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11th day of April, 2023, by Denver Stutler (name of person) as agent (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for U.S. Submergent Technologies (name of entity/party on behalf of whom instrument was executed).

Elizabeth Goldsmith
Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name:

ELIZABETH GOLDSMITH
MY COMMISSION #HH150731
EXPIRES: JUL 08, 2025
Bonded through 1st State Insurance

(Affix Notary Stamp or Seal Above)

[X] Personally Known or [ ] Produced Identification
Type of Identification Produced _____

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ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITY, STATE, ZIP CODE

PHONE: (941) 216-0149

FAX: (941) 216-0149

E-MAIL: **dstutler@usstholdings.com**

State of Florida
County of Florida Sarasota

Sworn to (or affirmed) and subscribed before me this 11th day of April, 2023, by Denver Stutler,

Elizabeth Goldsmith
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification :

Type of Identification:

ELIZABETH GOLDSMITH
MY COMMISSION #HH150731
EXPIRES: JUL 08, 2025
Bonded through 1st State Insurance

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ✓ Secondary Supplier: _____

This contract is for: All Item Numbers: ✓ or Item Numbers: _____

INITIAL CONTRACT TERM: 6/11/23 to 6/10/26

ACCEPTANCE: (Brian Ferrier per delegation dated 07/31/2023)

CITY OF ORLANDO, FLORIDA

By: Brian Ferrier
~~Chief~~ Procurement ~~Officer~~ Supervisor

~~DAVID BILLINGSLEY, CPSM, C.P.M.~~
Brian Ferrier NIGP-CPP, CPPO
Date: August 1, 2023

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Assistant City Attorney
ORLANDO, FLORIDA

Date: 8/1, 2023

Delegation of Authority - August 1, 2023

David M Billingsley <DAVID.BILLINGSLEY@orlando.gov>
Mon 7/31/2023 4:25 PM

To:Brian J Ferrier <brian.ferrier@orlando.gov>;Lee R Donate <LEE.DONATE@orlando.gov>;Torry L Connolly <Torry.Connolly@orlando.gov>;J. P. De Guzman <john.deguzman@orlando.gov>;Lenny Koryak <LEONID.KORYAK@orlando.gov>

Cc:Michelle D Mccrimmon <MICHELLE.MCCRIMMON@orlando.gov>

I will be out of the office on Tuesday, August 1, 2023, returning to the office on Wednesday, August 2.

While I am out of the office, Brian Ferrier has delegated authority to sign POs and contracts up to $75,000, POs and contracts between $75,000 and $100,000 with the CFOs approval, and POs and contracts over $100,000 that have been approved by City Council. In addition, Brian has delegated authority during this time to approve RFP Advisory Committees, RFP Advisory Committee minutes, sole source procurements and day-to-day activities.

Thanks,
David

David Billingsley
Chief Procurement Officer
Procurement and Contracts Division
City of Orlando
407.246.2897

CITY OF ORLANDO

Important Update: *City of Orlando's Procurement and Contracts Division has partnered with OpenGov and is excited to announce that* ***on May 1, 2023****, the City began advertising all its new bidding opportunities on OpenGov. To continue to receive solicitation notifications and stay up-to-date on our bidding opportunities, please register for free at our new e-Procurement Portal located here.*

Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

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ATTACHMENT D

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 8th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: **Not Applicable**

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

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ATTACHMENT E

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: Not Applicable

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

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ATTACHMENT F

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

None

Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, I

Name of Company

APRIL 11, 2023

Date

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

ATTACHMENT G

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	**Detailed Explanation/Justification** with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			



Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, I

Name of Company

April 11, 2023

Date

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ATTACHMENT H

ADDENDUM RECEIPT VERIFICATION

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid.
The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. 1 Dated 3/31/2023

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signature

Denver J. Stutler, Jr.
Name

CEO
Title

U.S. Submergent Technologies, I
Name of Company

APRIL 11, 2023
Date

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

ATTACHMENT I

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Signature

Denver J. Stutler, Jr.
Name

CEO
Title

U.S. Submergent Technologies, I
Name of Company

APRIL 11, 2023
Date

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
US Submergent Technologies, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2201 Cantu Ct, Ste 116

Requester's name and address (optional)

6 City, state, and ZIP code
Sarasota, FL 34232

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-		-				

or

Employer identification number
4	5	-	3	8	0	5	2	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/4/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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CITY OF ORLANDO

ADDENDUM

DATE: March 31, 2023

TO: All Prospective Respondents

FROM: Javarie McDonald, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: **IFB23 - 0211, Reservoir Environmental Cleaning Services**
Addendum One (1)

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. **THE SOLICITATION DUE DATE IS HEREBY CHANGED**

FROM: April 4, 2023, at 2:00 p.m., Local Time City of Orlando, FL

TO: April 18, 2023, at 2:00 p.m., Local Time City of Orlando, FL

B. **REVISED BID PRICE FORM**

Replace Bid Price Form page one (1) with the revised page included on Attachment "B" of this Addendum.

C. **QUESTIONS RECEIVED AND ANSWERS:**

Question No. One (1):
Because MOT or a water meter are not anticipated to be required on all cleaning projects, would the City consider a markup of 5% on all MOT or water meter invoices required on a project specific basis?

Answer No. One (1):
The City will not consider any markup. MOT is not expected, however "The Contractor shall be responsible for obtaining a water meter and pay all related costs necessary" per section **4.4 EXECUTION "C".**

Question No. Two (2):
In the interest of providing value to the City, would the City consider adding line items for the use of structure assessment capabilities? This would allow for a targeted and more productive cleaning process, thereby saving the City days and money on cleaning. Proposed line items below:

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Qty	Unit	Item Description
1	LS	Mobilization and Demobilization (up to 5,000 SF)
1	LS	Mobilization and Demobilization (> 5,001 SF)
1	Per Day	Aerial Access Equipment (e.g. aerial lift, crane)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, up to 5,000 SF)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per SF	computed and mapped (per tank, additional footage >16,500 SF)
1,000	Per SF	In-Situ Density Sampling and Lab Analysis (per tank, up to 5,000 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage >16,500 SF)
1,000	Per CF	QA/QC Bid Quantities

Answer No. Two (2):
The City will not consider adding additional line items to the Bid Price Form.

Question No. Three (3):
What are the MBE/WBE requirements, if any, on this solicitation? We operate patented equipment which is not available in the marketplace and will not typically be able to include subcontractors in our operation.

Answer No. Three (3):
The City looks for opportunities to partner with certified firms that establishes goals of 18% MBE, 6% WBE and 2% VBE if applicable. Please see **ATTACHTMENT D** and **ATTACTMENT E**.

Question No. Four (4):
Will the City allow for Price escalations for inflation or cost increases, for example using an annual CPI adjustment?

Answer No. Four (4):
A price increase at each renewal period may be considered, provided they are reasonable and acceptable to the City. Please see section **5.57. BID PRICES**.

Question No. Five (5):
Will the City specify a minimum gallons per minute for line item 4 "Additional Feature – Jetting (As Required)" of 200 GPM?

Answer No. Five (5):
The City will not revise the Bid Price Form.

Question No. Six (6):
To simplify the disposal, pay items, would the City consider revising lines 12 and 14 to exclude transportation costs (making it disposal cost only), and add a line item for transportation only on a per hour or per mile basis?

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Answer No. Six (6):
The City will not revise the Bid Price Form.

Question No. Seven (7):
Would the City consider combining Line Items 10 and 11 into a single item for "Additional Feature – Roll Off Truck and Auxiliary Pressure Box Containment System?

Answer No. Seven (7):
The City will not revise the Bid Price Form.

Question No. Eight (8):
To allow for the inclusion of new cleaning equipment available in the marketplace, would the City consider adding a line item "Additional Feature – 75' Knuckle Boom Crane?

Answer No. Eight (8):
The City will not revise the Bid Price Form.

Question No. Nine (9):
Would the City specify a 2,000 GPM requirement for the downhole pump referenced in line 6 to ensure it can effectively accomplish the requested scope?

Answer No. Nine (9):
Please refer section **4.3 Equipment** as it relates to the downhole pump on page 8–9 of the solicitation.

Question No. Ten (10):
Would the City consider including language making this contract available for Cooperative Purchasing by other agencies? For example, the previous contract included: "43. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Answer No. Ten (10):
In reference to section **5.50 Purchasing Agreements with other Government Agencies**: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

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Question No. Eleven (11):
Would the City consider changing lines 1 & 2 to say "Mobilization and Demobilization – Non-Emergency Basis/In Service Area" and "Mobilization and Demobilization – Emergency Basis/Out of Service Area"?

Answer No. Eleven (11):
The City will not revise the Bid Price Form.

Question No. Twelve (12):
In order to better meet the needs of the City, would the City have interest in including a line item for "Out-of-Scope Services"?

Answer No. Twelve (12):
The City has revised the Bid Price Form to include the "Out-of-Scope Services" for "Labor Hourly Rate Technician/Service Person" and "Additional Material Cost % above cost". Please refer to **Section B of this Addendum, Revised Bid Price Form.**

D. FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the specified date referenced in the solicitation will not be given any consideration. Please remember that you are to base your bid on the original solicitation package plus any (and all) subsequent addendum (or addenda) issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL AT THE END OF THE SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

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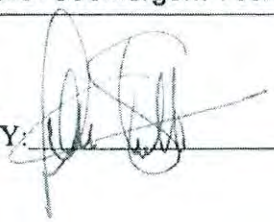
SIGNATURE PAGE

Respondents are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

U.S. Submergent Technologies, LLC
NAME OF BUSINESS

BY:  APRIL 13, 2023
SIGNATURE/DATE

Denver J. Stutler, Jr., CEO
NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116
MAILING ADDRESS

Sarasota, FL 34232
CITIES, STATE, ZIP CODE

(941) 216-0149 (941) 216-0149
AREA CODE WITH TELEPHONE and FAX NUMBERS

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ATTACHMENT "A"

REVISED BID PRICE FORM

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

***** REVISED BID PRICE FORM *****

You are invited to Bid on the following: IFB23-0211, RESERVOIR ENVIRONMENTAL CLEANING SERVICES

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the work within time limits as agreed for the following bid prices.

The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. It is the intent of the City to award multiple contracts for use as an as needed basis.

BID ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE (In Numerals)	EXTENDED PRICE (In Numerals)
1	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION NON-EMERGENCY BASIS	$6,500.00	$6,500.00
2	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION EMERGENCY BASIS	$9,500.00	$9,500.00
3	100	Per Day	BASELINE SERVICE EQUIPMENT AND QUALIFIED CREW (VAC ONLY)	$4,250.00	$425,000.00
4	100	Per Day	ADDITIONAL FEATURE- JETTING (AS REQUIRED)	$1,200.00	$120,000.00
5	100	Per Day	ADDITIONAL FEATURE- 49' KNUCKLE BOOM CRANE WITH TELESCOPING TUBES	$2,000.00	$200,000.00
6	100	Per Day	ADDITIONAL FEATURE- DOWNHOLE PUMPING WET SYSTEM CLEANING	$2,500.00	$250,000.00
7	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW	$3,000.00	$300,000.00
8	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW (SUPPLIED AIR REQUIRED)	$4,000.00	$400,000.00
9	100	Per Day	ADDITIONAL FEATURE- HEAVY DEBRIS JETTING (GREATER THAN 500 GPM)	$2,500.00	$250,000.00
10	100	Per Day	ADDITIONAL FEATURE- ONSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	$1,200.00	$120,000.00
11	100	Per Day	ADDITIONAL FEATURE- OFFSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	$2,400.00	$240,000.00
12	2500	Per Ton	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)	$105.00	$262,500.00
13	2500	Per Hour	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL AT CITY FACILITY AT 5100 L.B. McLEOD RD (INCLUDES TRANSPORTATION)	$35.00	$87,500.00
14	2500	Per Ton	DISPOSAL OF STORMWATER SYSTEM SOLID WASTE MATERIAL (INCLUDES TRANSPORTATION)	$80.00	$200,000.00
15	1	Per Hour	LABOR HOURLY RATE TECHNICIAN / SERVICE PERSON	$150.00	$150.00
16		Percentage	MATERIAL COST (PARTS, COMPONENTS, SUPPLIES, ETC.) – FURISHED BY THE BIDDER WITH PRIOR APPROVAL BY THE CITY'S REPRESENTATIVE BEFORE USE.	15 %	

TOTAL $ 2,871,150.00

Bidder Initials DJS

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AMENDMENT NUMBER ONE TO AGREEMENT DATED AUGUST 1, 2023 BETWEEN CITY OF ORLANDO AND US SUBMERGENT TECHNOLOGIES LLC

THIS AMENDMENT TO AGREEMENT is made and entered into this 19th day of May, 2026 by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and US Submergent Technologies LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of August 1, 2023, whereby the latter would perform certain services with respect to reservoir environmental cleaning services; and

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement;

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

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed from June 11, 2026, to June 10, 2027.

II. HUMAN TRAFFICKING AFFIDAVIT

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statues and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.

III. SCRUTINIZED COMPANY PROHIBITION

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

IV. **ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

V. **E-VERIFY**

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

****

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

By: _____
Chief Procurement Officer

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: May 19, 2026

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Date: May 11, 2026

_____
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

****

CONTRACTOR

By: _____
Signature

Denver J. Stutler, Jr., CEO
Name & Title, Typed or Printed

U. S. Submergent Technologies, LLC
Name of Company, Corp., etc.

2201 Cantu Court, Suite 220
Mailing Address
Sarasota, Florida 34232
City, State and Zip

(407) 809-5556
Area Code/Telephone Number

****

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 15th day of May, 2026, by Denver J. Stutler, Jr. (name of person) as CEO (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for U.S. Submergent Technologies, LLC (name of entity/party on behalf of whom instrument was executed).

(SEAL)

WENDY GOMEZ
MY COMMISSION # HH 452241
EXPIRES: November 15, 2027

_____
Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: Wendy Gomez

X Personally Known or __ Produced Identification
Type of Identification Produced _____

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ATTACHMENT 1

HUMAN TRAFFICKING AFFIDAVIT

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

Attachment 1
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: U.S. Submergent Technologies, LLC

Authorized Signature: _____ Date: 5/1/26

Printed Name: Denver J. Stutler, Jr.

Title: CEO

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of May, 2026, by Denver J. Stutler, Jr., as CEO on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced —N/A— as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: Nov. 18, 2027

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ATTACHMENT 2

FOREIGN COUNTRY OF CONCERN ATTESTATION

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

Attachment 2

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

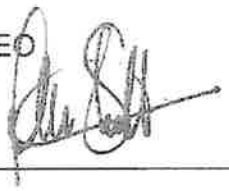
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

NAME OF SUPPLIER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Denver J. Stutler, Jr.

Title: CEO

Signature: 

Date: 5/01/2026

Docusign Envelope ID: 27B658DC-EE39-84AC-83B3-8C94A16B2175

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2026

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

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

PRODUCER
Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida
780 W. Granada Blvd.
Ormond Beach FL 32174
License#: L100460

CONTACT NAME:
PHONE (A/C, No, Ext): 386-677-4761 **FAX (A/C, No):** 386-673-5370
E-MAIL ADDRESS: email@HIPFlorida.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Key Risk Insurance Company	10885
INSURER C : Technology Insurance Company, Inc.	42376
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
U.S. Submergent Technologies LLC
2201 Cantu Court Suite 220
Sarasota FL 34232
USSUBME-01

COVERAGES **CERTIFICATE NUMBER:** 309527381 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	ECP204618911	2/26/2026	2/26/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	BAP204618811	2/26/2026	2/26/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	FFX204619011	2/26/2026	2/26/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TWC4766671	2/26/2026	2/26/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution			ECP204618911	2/26/2026	2/26/2027	Each Pollution Condit	1,000,000

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

CERTIFICATE HOLDER

City of Orlando
400 South Orange Avenue 4th Floor
Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. SUBMERGENT TECHNOLOGIES

Restoring Capacity of Wet Infrastructure

COST ESTIMATE

Date
September 30, 2026

Expires
November 16, 2026

US Submergent Technologies
2201 Cantu Ct, Ste 220
Sarasota, FL 34232

Jacob Cederholm
jcederholm@ussubmergent.com
+19049821719

Prepared for

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Patrick Henderson
Wastewater Utility Systems Manager
phenderson@palmcoastgov.com
(386) 986-2360

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On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this cost estimate for your consideration to remove the accumulated material(s) from the **Ox Ditch(es);Clarifier(s)**. The following pricing schedule includes the costs of providing a complete operation of removing and disposing of the estimated volumes of material to be removed.

General Scope of Work:

USST will reach and remove material from agreed-upon structures utilizing a combination of vacuum, pumping, jetting and/or reaching components using patented and appropriate equipment, as well as a trained and capable service crew. USST will provide mobilization and demobilization to and from the project site and to disposal facility. USST will clean work area(s) to pre-project conditions upon completion of project.

An itemized pricing schedule follows.

Pricing based on: **Piggyback**

Payment Terms: **Net-30 on receipt of Invoice**

Products & Services

Products & Services	Quantity	Unit	Unit price	Price
Mob/Demob, Non-Emergency	1	Lump Sum	$6,500.00	$6,500.00
Time, Labor & Equipment (Vac Only)	30	Per Day	$4,250.00	$127,500.00
Downhole Pump	30	Per Day	$2,500.00	$75,000.00
49' Boom	30	Per Day	$2,000.00	$60,000.00

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One-time subtotal	$269,000.00
Total	**$269,000.00**
Total Contract Value	**$269,000.00**

Project Assumptions and Additional Conditions:

The pricing schedule summarizes the estimated quantities and standard unit costs based on our understanding of existing conditions, our interpretation of the RFP scope and/or specifications that have been made available to us. **This cost estimate assumes that all removed material will be discharged at the Owner's designated on-site location.**

- Rates are based on a Monday through Friday (8:00 AM – 4:00 PM) workday. If Weekend work and/or second/third shift work is authorized, overtime rates will be charged.
- A signed Cost Estimate and/or Purchase Order is required prior to project commencement. Upon acceptance of this signed Cost Estimate and/or Purchase Order, USST will schedule the project on a mutually agreed date with a minimum of 5-days lead time.

USST production rates are based on physical access to the structure, distribution of accumulated materials, as well as the type and quantity of materials to be removed.

- USST will maintain daily performance/production records.
- All waste (actual quantities) will be manifested, transported and disposed of in accordance with all applicable Local, State and Federal regulations.

Unit costs will be billed on actual quantities of time, labor and equipment required to complete the scope.

- If applicable, a Demurrage Rate will be charged at $950 per hour rounded to the nearest half-hour.
- Where applicable, it is the Client’s responsibility for payment of unforeseen fees, taxes, or unexpected administrative costs which USST may incur during execution.

USST shall provide all labor, materials and equipment, unless otherwise discussed, to complete the agreed-upon services.

USST shall perform its services with the standard of care, diligence and skill ordinarily exercised by firms providing similar services and in accordance with accepted and sound professional practices and procedures. USST shall comply with all OSHA-10 standards and all applicable Local, State and/or Federal health and safety regulations.

USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked and made aware of prior to project start.

USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

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General Terms and Conditions:

- Client shall provide unrestricted access to the facility worksite. Unrestricted access includes ensuring height clearance without obstruction in and around structure(s), and, removing and/or unbolting any hatches or panels required for access or ventilation.
- Client is responsible for Onsite material management.
- Client is responsible for providing and managing sufficient area to offload material that is recovered during cleaning operations.
- The Cost Estimate does not include hydro- and/or grit-blasting of the structure(s).

Jacob Cederholm, *North Florida Account Manager*
D: (904) 982-1719

Should you have any questions or concerns about this cost estimate, please do not hesitate to contact me directly by email or phone.

Project Acceptance

Client Signature

Signature _____ **Date** _____

Printed name _____

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that US Submergent Technologies LLC *[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: Denver J Stutler Jr

Title: CEO

Date: 10-15-26

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of October, 2026 by Denver Stutler, CEO *[name of officer or agent, title of officer or agent]* of US Submergent Technologies *[name of contractor company acknowledging]*, a FL *[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.

Kimberly Schweiger

[Notary Seal]

Notary Public

KIMBERLY K SCHWEIGER
Notary Public, State of Florida
My Comm. Expires Aug 02, 2027
No. HH 429083

Kimberly K. Schweiger

Name typed, printed or stamped

My Commission Expires: 8-2-27

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of SARASOTA

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of US SUBMERGENT TECHNOLOGIES (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 10-15-26

Signed: _____

Entity: US Submergent Technologies

Name: Denver Stotler

Title: CEO

Sworn to (or affirmed) and subscribed before me this 15th day of October, 2026 by _____.

Notary Signature

_____

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____

OR Produced Identification_____

Type of Identification Produced_____

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of SARASOTA

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The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 10-15-26

Signed: _____

Entity: US Submergent Technologies

Name: Denver Stotler

Title: CEO

Sworn to (or affirmed) and subscribed before me this 15th day of October, 2026 by _____.

Notary Signature

_____

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____

OR Produced Identification_____

Type of Identification Produced_____

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of SARASOTA

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of US SUBMERGENT TECHNOLOGIES, LLC (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 10-15-26 Signed: _____

Entity: US Submergent Technologies, LLC Name: Denver Stutler

Title: CEO

Sworn to (or affirmed) and subscribed before me this 15th day of October, 2026 by Denver J. Stutler, Jr. who appeared in person.

Notary Signature

_____

PRINT, TYPE OR STAMP NAME OF NOTARY

WENDY GOMEZ
MY COMMISSION # HH 452341
EXPIRES: November 18, 2027

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

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RESOLUTION 2026-145
STRUCTURAL CLEANING SERVICES AT WASTEWATER TREATMENT FACILITY NO. 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF PIGGYBACKING THE CITY OF ORLANDO CONTRACT IFB23-0211 WITH US SUBMERGENT TECHNOLOGIES, LLC FOR STRUCTURAL CLEANING SERVICES AT WASTEWATER TREATMENT FACILITY NO. 1; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, US Submergent Technologies, LLC has agreed to provide structural cleaning services at the City of Palm Coast Wastewater Treatment Facility No. 1; and

WHEREAS, the City of Palm Coast desires to approve piggybacking the City of Orlando contract with US Submergent Technologies, LLC has agreed to provide structural cleaning services at the City of Palm Coast Wastewater Treatment Facility No. 1.

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 legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF PIGGYBCK. The City Council of the City of Palm Coast hereby approves the terms and conditions of piggybacking the contract between The City of Olando and US Submergent Technologies, LLC to provide structural cleaning services as attached hereto and incorporated herein by reference herein by reference as Exhibit "A."

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

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes

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totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 20th day of October 2026.

ATTEST:

Kaley Cook

KALEY COOK, CITY CLERK

CITY OF PALM COAST

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Contract IFB23-0211