



# City of Tarpon Springs, Florida

Board of Commissioners  
324 East Pine Street  
Tarpon Spring, Florida 34689  
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

## REGULAR SESSION AGENDA TUESDAY, JUNE 9, 2026 6:00 PM - CITY HALL AUDITORIUM

### CALL TO ORDER

### ROLL CALL

REFLECTION: Reverend Tory Hough, New Spring Church - Still Waters

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS

1. Hope Day (**Mayor John Koulianos**) and a performance of "Crossing the Bar" by Alfred Lord Tennyson (**Alex Gault**)
2. Juneteenth Day (**Mayor John Koulianos**)

### PUBLIC COMMENTS

### CONSENT AGENDA

3. Satisfaction/Release of Liens (**Irene Jacobs, City Clerk**)
4. Award File No. 260167-C-AS Well Repairs and Maintenance (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Janina Lewis Procurement Services Director**)
5. Increase File No. 220153-C-AS, Wireless Data, Voice, and Accessories (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)
6. Award File No. 260164-B-PH, Police Ammunition (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

### BUSINESS ITEMS

7. Increase File No. 240017-S-JL Stormwater Engineering Consultant Services (**Chris Cotta Public Works Director, Bob Robertson Project Administration Director, Janina Lewis Procurement Services Director**)

### ORDINANCES AND RESOLUTIONS

8. **Ordinance 2026-04; (2nd Reading)** Amending City Code Chapter 2, Article III, Division 1, Section 2-36(f)(2) of the City of Tarpon Springs Firefighters' Pension Plan to Increase the Benefit Multiplier (**Craig Misener, Fire Chief**)
9. **Resolution 2026-21;** Recommendation to Support the Grant Application of the Public Services Department to the Resilient Florida Program for the Arfaras Lift Station Project (**Tom Kiger Public Services Director, PJ Harbert Grant Project Specialist**)

### BOARD AND STAFF COMMENTS

### ADJOURNMENT



# City of Tarpon Springs, Florida

## PROCLAMATION

**WHEREAS**, the City of Tarpon Springs values its parks, bayous, waterways, and the Anclote River, and is recognized for diverse cultures dedicated to preserving tradition and fostering hope; and

**WHEREAS**, the City of Tarpon Springs was officially incorporated on February 12, 1887; and

**WHEREAS**, the U.S. Government recognized the town's strategic importance when during the Spanish American War, it established a deep-water channel in 1899 within the Anclote River to the center of its working waterfront; and

**WHEREAS**, the deep-water channel was established to support maritime industries, including the hook sponging industry of the Key West conch and Bahamian individuals of African descent, by moving northward away from areas of conflict; and

**WHEREAS**, in 1905, helmeted divers of Greek origin arrived in Tarpon Springs to work in the sponge industry, on the "hope" of improving their lives and those of their families beyond what was possible in their homeland; and

**WHEREAS**, those initial sponge divers embarked from the Sponge Docks on June 18, 1905, aboard the vessel *Elpis*, also known as *Hope*; and

**WHEREAS**, the sponge industry rapidly established itself as the commercial hub of Tarpon Springs until its decline in the late 1940s, and while various other industries emerged and diminished, the City of Tarpon Springs and its residents continued to hope and persevere; and

**WHEREAS**, while commercial fishing and other industries thrived, the sponge industry endured, and its remaining boats and operators reflect the community's determination to preserve tradition of the past and maintain hope for the future.

**NOW, THEREFORE**, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim June 18, 2026 as

### **HOPE DAY**

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida to be affixed this 9<sup>th</sup> day of June 2026.

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**City Clerk & Collector**

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**Mayor**

# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, Juneteenth Freedom Day is a national holiday honoring the culture, heritage, and history of African Americans; and

**WHEREAS**, Juneteenth marks the earliest celebration of slavery's abolition in the United States, originating on June 19, 1865, when Union troops under Major General Gordon Granger brought news of emancipation to Galveston, Texas; and

**WHEREAS**, this occurred two and a half years following President Abraham Lincoln's Emancipation Proclamation, which officially took effect on January 1, 1863; and

**WHEREAS**, Juneteenth Freedom Day commemorates African American freedom and achievement, promotes ongoing self-development and respect for all cultures, and provides a national and global reminder of the events of 1865; and

**WHEREAS**, across the United States, Juneteenth serves as an occasion for prayer, reflection, and a respectful recognition of our nation's African American heritage; and

**WHEREAS**, the City of Tarpon Springs recognizes Juneteenth as an important occasion to commemorate national unity and acknowledge the resilience and achievements of African Americans throughout history; and

**WHEREAS**, the celebration of Juneteenth serves as a powerful reminder of the ongoing struggle for freedom, equality, and opportunity for all people – values that are the heart of the American Dream.

**NOW, THEREFORE**, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim June 19, 2026, as

### ***JUNETEENTH DAY***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida to be affixed this 9<sup>th</sup> day of June 2026.

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*City Clerk & Collector*

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*Mayor*

**OFFICE OF THE CITY CLERK**

**INTER-DEPARTMENTAL MEMO**

**TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS**

**SUBJECT: SATISFACTION/RELEASE OF LIENS      REGULAR SESSION JUNE 9, 2026**

Authorization is requested for the Mayor to execute Satisfaction and/or Release of Lien for the properties listed below. All monies owed the City for delinquent utility liens, street, and/or lot mowing assessments including interest and/or penalties, or administrative fees have been paid in full.

<b>OWNER'S NAME</b>	<b>TYPE OF LIEN</b>	<b>ACCOUNT NUMBER</b>
<b>LONGBRIDGE FINANCIAL, LLC</b>	<b>UTILITY LIEN</b>	<b>84941-272407671</b>
<b>FEDERAL HOME LOAN MTG. CORP. TRE FREDDIE MAC SEASONED LOANS</b>	<b>UTILITY LIEN</b>	<b>85305-271406040</b>
<b>FEDERAL HOME LOAN MTG. CORP. TRE FREDDIE MAC SEASONED LOANS</b>	<b>CODE ENFORCEMENT</b>	<b>25-80000586</b>



## Memorandum

**Date:** June 9, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Anela Saday, Senior Procurement Analyst  
**Subject:** Award File No. 260167-C-AS Well Repairs and Maintenance **(Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Janina Lewis Procurement Services Director)**

### Recommendation

Award File No. 260167-C-AS, Water, Reclaimed Water, and Well Repair and Maintenance, utilizing City of Clearwater Contract No. 25-0027-UT with Applied Drilling Engineering, Inc. (ADE), in a total estimated amount not to exceed \$110,000, for the Public Services Department – Reverse Osmosis Water Facility (ROWF).

### Background

Water production wells require various types of maintenance services to continue operating at peak efficiency. The most common form of maintenance is well acidification, which removes calcium buildup in wells, typically from limestone, and increases water flow through the ground to the well pump. ROWF staff monitors the performance of all water wells and performs acidification when the well capacity is reduced by a significant amount and acidification is required (see attached memo). The purpose of this contract is to provide pricing through the City of Clearwater's contract (25-0027-UT) with ADE for project #WS2503 to perform well acidification, repairs, and maintenance project for the City's water, reclaimed water, and wells.

### Funding

FY26 budget, account no. 402-4305-536.6300 project #WS2503 – Water-Sewer Combination Services/Improvements other than Buildings.

### Strategic Plan Objective

N/A



## Public Services Department

### Memorandum

**Date:** May 21, 2026

**To:** Janina Lewis, Procurement Services Director

**Through:** R. Thomas Kiger, Public Services Director *TK*  
Raymond Page, Utilities Superintendent

**From:** Darryl Vaci, Water Division Manager

**Subject:** Authorize Utilization of City of Clearwater Contract #25-0027-UT, Water, Reclaimed Water and Well Repair and Improvements, with Applied Drilling Engineering, Inc., for Well Maintenance Services

#### Recommendation

Authorize utilization of City of Clearwater's Contract # 25-0027-UT, Water, Reclaimed Water and Well Repair and Improvements, with Applied Drilling Engineering, Inc. (ADE) to provide various well maintenance services, in an estimated amount not to exceed \$110,000, for the RO Water Facility (ROWF).

#### Background

Water production wells require various types of maintenance services to continue operating at peak efficiency. The most common form of maintenance is well acidification, which removes calcium buildup in wells, typically from limestone, and increases water flow through the ground to the well pump. The ROWF staff monitors the performance of all water wells and performs acidification when the well capacity is reduced by a significant amount and acidification is required. Other typical maintenance services include pump repair and replacement as well as evaluations to determine root causes of poor well performance.

The City of Clearwater conducted a competitive bidding process for well maintenance services, which included a variety of typical maintenance services, and awarded a one-year contract to ADE in February 2026.

#### Funding

Funds have been budgeted in account 402-4305-536.6300, Project WS2503, Water-Sewer Combination Services / Improvement O/T Buildings, in the 2026 Fiscal Budget.

**CONTRACT**

(1)

This **CONTRACT** made and entered into this 17<sup>th</sup> day of February, 2020 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and APPLIED DRILLING ENGINEERING, INC., of the City of Tampa, County of Hillsborough and State of Florida, hereinafter designated as the "Contractor".

**WITNESSETH:**

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

**PROJECT NAME: WATER, RECLAIMED WATER AND WELL REPAIR & IMPROVEMENTS**

**PROJECT NO.: 25-0027-UT**

**in the amount of: \$500,000.00 for year one (1) (Group E – Well Maintenance)**

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

ADE 

**CONTRACT**

(2)

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

ADE 

**CONTRACT**

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, City Clerk, at [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 727-562-4092, 600 Cleveland St., 6<sup>th</sup> Floor, Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

ADE

Updated: 7/9/2025

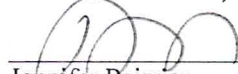
**CONTRACT**

(4)


- 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency’s custodian of public records and to the contractor at the contractor’s address listed on its contract with the public agency or to the contractor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

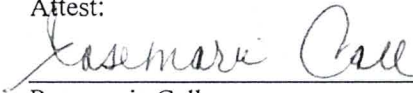
**CITY OF CLEARWATER  
IN PINELLAS COUNTY, FLORIDA**

By:   
Jennifer Poirrier  
City Manager

Countersigned:

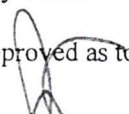
By:   
Bruce Rector  
Mayor

Attest:

  
Rosemarie Call  
City Clerk



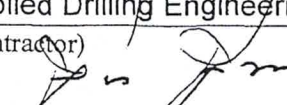
Approved as to form:

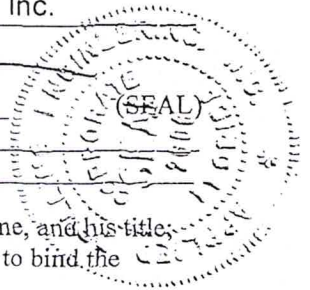
  
**Jerrod Simpson**  
Assistant City Attorney

Contractor must indicate whether:

Corporation,  Partnership,  Company, or  Individual

Applied Drilling Engineering, Inc.  
(Contractor)

By:   
Print Name: Paul Petrey  
Title: President



The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – provide Affidavit.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4g	Tree Removal (>18" Trunk Diameter)	3	EA	NA	NA
<b>GROUP E: WELL MAINTENANCE</b>					
Mobilization shall be per work order as defined by the City. Each work order may include more than one individual project. The unit price for non-emergency mobilization shall not exceed \$6,000 and the unit price for emergency mobilization shall not exceed \$7,000					
<b>PUMP REPAIR/REPLACEMENT SERVICES</b>					
1a	Mobilization/Demobilization	15	EACH	\$3000	\$45,000
1b	Remove & Reinstall Well Head & Pumping Equipment	15	EACH	\$1000	\$15,000
1c	Perform Pump Repair	150	HOUR	\$250	\$37,500
1d	Well disinfection with a sodium hypochlorite solution following reinstallation of the pump, prior to electrical reconnection	15	EACH	\$2700	\$40,500
<b>WELL ACIDIZATION SERVICES</b>					
2a	Mobilization/Demobilization	15	EACH	\$3000	\$45,000
2b	Perform Pre-acidizing Specific Capacity Test	15	EACH	\$1000	\$15,000
2c	Remove and Re-install Production Pump	15	EACH	\$5000	\$75,000
2d	Provide & Install Acidization Well Head Flange Plate	15	EACH	\$5000	\$75,000
2e	Provide 32 Percent Inhibited Hydrochloric Acid	4,000	GALS	\$10	\$40,000
2f	Acidize Well	150	HOUR	\$250	\$37,500
2g	Provide and Set Test Pump and Pump Well	15	EACH	\$5000	\$75,000
2h	Well Disinfection	15	EACH	\$2700	\$40,500

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>WELL EVALUATION</b>					
3a	Mobilization/Demobilization	15	EACH	\$3000	\$45,000
3b	Perform Specific Capacity Test with Production Pump	15	EACH	\$1000	\$15,000
3c	Set Test Pump & Perform Specific Capacity Test	15	EACH	\$3500	\$52,500
3d	Remove & Reinstall Well Head & Pumping Equipment	15	EACH	\$5000	\$75,000
3e	Provide & Install Test Pump for Geophysical Logging	15	EACH	\$3500	\$52,500
3f	Perform Geophysical Logging	15	EACH	\$10000	\$150,000
3g	Perform Video Survey	15	EACH	\$3500	\$52,500
<b>MECHANICAL INTEGRITY TESTING</b>					
4	Perform Mechanical Integrity Testing	10	EA	\$35,000	\$350,000
<b>ADDITIONAL/MISCELLANEOUS SERVICES</b>					
5a	Hourly Rate for Miscellaneous Services	100	HOUR	\$250	\$25,000
<b>TOTAL</b>					

**SUBTOTALS OF GROUPS A-E FROM THE TABLE ABOVE**

Does not include contingency

Line Item	Description	Unit of Measure	Unit Cost
1	Subtotal Group A	LS	NA
2	Subtotal Group B	LS	NA
3	Subtotal Group C	LS	NA

Line Item	Description	Unit of Measure	Unit Cost
4	Subtotal Group D	LS	NA
5	Subtotal Group E	LS	\$1,358,500

**10% CONTINGENCY**

10% of subtotal of Group A

Line Item	Description	Unit of Measure	Unit Cost
A	10% Contingency from Line 1 of the Subtotals of Groups A-E pricing sheet above	LS	NA

**10% CONTINGENCY**

10% of subtotal of Group B

Line Item	Description	Unit of Measure	Unit Cost
B	10% Contingency from Line 2 of the Subtotals of Groups A-E pricing sheet above	LS	NA

**10% CONTINGENCY**

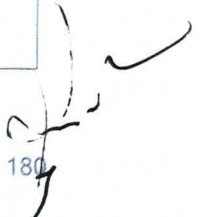
10% of subtotal of Group C

Line Item	Description	Unit of Measure	Unit Cost
C	10% Contingency from Line 3 of the Subtotals of Groups A-E pricing sheet above	LS	NA

**10% CONTINGENCY**

10% of subtotal of Group D

Line Item	Description	Unit of Measure	Unit Cost
D	10% Contingency from Line 4 of the Subtotals of Groups A-E pricing sheet above	LS	NA

180 

10% CONTINGENCY

10% of subtotal of Group E

Line Item	Description	Unit of Measure	Unit Cost
E	10% Contingency from Line 4 of the Subtotals of Groups A-E pricing sheet above	LS	\$135,850

SUBMITTAL REQUIREMENTS

1 **Certified Business\***

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

- Yes **Details Attached**
- No

\*Response required

When equals "Yes"  
*Certified Business Type\**  
Pick one of the following

*Select all that apply*

- Certified Small Business
- Certified Minority, Woman, or Disadvantaged Business Enterprise

\*Response required

When equals "Yes"  
*Certifying Agency\**  
List the Agency that provided your certification.

\*Response required

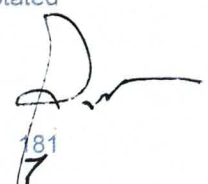
When equals "Yes"  
*Certification Documentation\**  
Provide a copy of your certification

\*Response required

2 **Vendor Certification\***

By submitting this response, the Vendor hereby certifies that:

- A. It is under no legal prohibition on contracting with the City of Clearwater.
- B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.





Contract No.: 25-0027-UT

**NOTICE-TO-PROCEED**

**TO: Applied Drilling Engineering Inc.**  
**10012 North Dale Mabry Hwy, Suite 217, Tampa, FL 33618**

**DATE: April 20, 2026**  
**PROJECT NAME: 25-0027-UT Water, Reclaimed Water and Well Repair & Improvements – Group E**

You are hereby notified to commence work on **April 20, 2026**, in accordance with the Contract, and you shall have the 25-0027-UT Water, Reclaimed Water and Well Repair & Improvements for Group E completed within the number of calendar days after the date when the Contract Time commences to run.

All the work described in the Contract shall be totally completed and ready for the final payment, in accordance with Section III, General Conditions, Article 14.6, within 365 days or **April 19, 2027**.

**Owner: City of Clearwater, Florida**  
**Andrija Selak**  
Digitally signed by Andrija Selak  
Date: 2026.04.20 16:34:28 -04'00'  
**Andrija Selak, Project Manager**

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

**Applied Drilling Engineering Inc.**

This the 21 day of APRIL, 2026

By: \_\_\_\_\_  
Print Name: PAUL PETREY  
Title: PRESIDENT



# Purchase Order

BILL TO

PUBLIC UTILITIES - ADMIN  
 1650 N ARCTURAS AVE  
 BLDG C  
 CLEARWATER, FL 33765  
 Phone: 727-562-4960

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **26000751**

Purchase Order is subject to standard Terms and Conditions posted at [www.myclearwater.com/purchaseorder-TandC](http://www.myclearwater.com/purchaseorder-TandC)

VENDOR

APPLIED DRILLING ENGINEERING INC  
 10012 N DALE MABRY HWY  
 STE. 217  
 TAMPA, FL 33618

SHIP TO

PUBLIC UTILITIES - ADMIN  
 1650 N ARCTURAS AVE  
 BLDG C  
 CLEARWATER, FL 33765  
 Phone: 727-562-4960

Vendor No.		Vendor Email		Delivery Contact			
200854							
Date Ordered	Date Required	Contract Number		Payment Terms	Department/Location		
03/13/2026				30	PU ENG		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	>FOB DESTINATION unless otherwise indicated >DISCOUNT (if shown) reflects payment terms  GROUP E: WELL MAINTENANCE ITB 25-0027-UT YEAR 1 TERM: 02/17/26 - 02/16/27  PLEASE MAIL INVOICES TO: <a href="mailto:PUENGINEERING@MYCLEARWATER.COM">PUENGINEERING@MYCLEARWATER.COM</a>			1.0	EA	\$500,000.00	\$500,000.00

By: Lou Lupo, CPPB  
 Procurement Manager

Total Ext. Price	\$500,000.00
<b>PO TOTAL</b>	<b>\$500,000.00</b>



## Memorandum

**Date:** June 9, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Patricia Hall, Senior Procurement Analyst  
**Subject:** Increase File No. 220153-C-AS, Wireless Data, Voice, and Accessories (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

### Recommendation

Increase File No. 220153-C-AS, Wireless Data, Voice, and Accessories, utilizing NASPO Master Agreement No. MA176 with T-Mobile USA, Inc., effective through August 11, 2029, from an estimated annual amount of \$42,400, to \$57,400, an increase of \$15,000, for the Police Department (PD).

### Background

On August 9, 2022, the BOC approved the subject Contract through June 30, 2024. On February 12, 2024, the State of Utah Division of Purchasing effected the renewal of NASPO Contract No. MA 176, through August 11, 2029. On July 2, 2024, the BOC renewed the Contract. On March 25, 2025, the Board approved an annual increase to \$42,400. The purpose of this contract is to provide continuous functionality and reliability of PD's wireless data and voice services. The requested increase is needed to cover an expansion in officer numbers and the ongoing transition of SIM cards from Verizon to T-Mobile for PD's existing devices. Additionally, these funds provide a contingency for potential rate increases throughout the remaining contract term (see attached memo).

### Funding

001-1002-521.4100 – Law Enforcement/Communication Services

### Strategic Plan Objective

N/A




# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

*"Building a Better Future Through Excellence in Policing"*

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police 

Date: May 28, 2026

Ref: Wireless Voice and Data Services and Accessories

The Police Department is requesting an annual increase to the T-Mobile USA contract for Wireless Voice and Data Services and Accessories, utilizing NASPO Master Agreement No. MA176. The proposed contract amendment reflects an annual increase of \$15,000, raising the total from \$42,400 to \$57,400 through August 11, 2029.

The requested funds for FY26 will cover an expansion in officer numbers and the ongoing transition of SIM cards from Verizon to T-Mobile. Additionally, these funds will ensure contingency for potential rate increases throughout the remaining contract term.

Maintaining and expanding our T-Mobile service agreement is critical to ensuring uninterrupted voice and data communications across the department. Reliable communication infrastructure is a cornerstone of effective law enforcement, and this investment directly supports the safety and efficiency of our officers in the field and the communities they are sworn to protect.

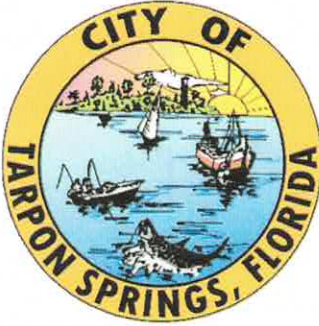
Funding:  
FY26 001-1002-521.41-00.



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849  
WWW.TSPD.US

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# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**FROM:** Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*  
**DATE:** 03/25/2025  
**SUBJECT:** Increase File No. 220153-C-AS, Wireless Data, Voice, and Accessories, Utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA176

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### RECOMMENDATION:

Increase File No. 220153-C-AS, Wireless Data, Voice, and Accessories, utilizing NASPO Master Agreement No. MA176 with T-Mobile USA, Inc., effective through August 11, 2029, from \$23,400 to an estimated annual amount not to exceed \$42,400, an increase of \$19,000, for the Police Department (PD).

### BACKGROUND:

On August 9, 2022, the BOC approved the subject Contract through June 30, 2024. On February 12, 2024, the State of Utah Division of Purchasing effected the renewal of NASPO Contract No. MA 176, through August 11, 2029. On July 2, 2024, the BOC renewed the Contract. The purpose of this contract is to provide continuous functionality and reliability of PD's wireless data and voice services. The requested increase is needed to cover an expansion in officer numbers and the transition of SIM cards from Verizon to T-Mobile for PD's existing devices, which is expected to be completed during FY25. Additionally, these funds provide a contingency for potential rate increases throughout the remaining contract term (see attached memo).

**FUNDING:** 001-1002-521.4100 – Police Department FY24 budget

Accepted by: \_\_\_\_\_

*[Signature]*  
City Manager

Attest \_\_\_\_\_

*[Signature]*  
City Clerk





# TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

*"Building a Better Future Through Excellence in Policing"*

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police *JPY*

Date: March 17, 2025

Ref: Wireless Voice and Data Services and Accessories

The Police Department is requesting an annual increase to the T-Mobile USA contract for Wireless Voice and Data Services and Accessories, utilizing NASPO Master Agreement No. MA176. The proposed increase is estimated not to exceed \$42,400 annually through August 11, 2029.

The requested funds for FY25 will cover an expansion in officer numbers and the ongoing transition of SIM cards from Verizon to T-Mobile, which is expected to be completed during this fiscal year. Additionally, these funds will ensure contingency for potential rate increases throughout the remaining contract term.

Approving the continued use of the T-Mobile contract will ensure the ongoing reliability and functionality of our voice and data services. This, in turn, will benefit both our law enforcement officers and the communities they serve by providing them with consistent and dependable communication tools essential for effective public safety operations.

Funding:  
FY25 001-1002-521.41-00.

*Rel  
3-15-25*



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# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director  
**FROM:** Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*  
**DATE:** 07/02/2024  
**SUBJECT:** Renew File No. 220153-C-AS, Wireless Data, Voice, and Accessories, Utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA176

---

### RECOMMENDATION:

Renew File No. 220153-C-AS, Wireless Data, Voice, and Accessories, utilizing NASPO Master Agreement No. MA176 with T-Mobile USA, Inc., effective July 01, 2024 through August 11, 2029, in an estimated annual amount not to exceed \$23,400, for the Police Department (PD).

### BACKGROUND:

On August 9, 2022, the BOC approved the subject Contract through June 30, 2024. On February 12, 2024, the State of Utah Division of Purchasing effected the renewal of NASPO Contract No. MA 176, through August 11, 2029. The purpose of this contract is to provide continuous functionality and reliability of PD's wireless data and voice services (see attached memo). Staff deemed the offered pricing through the NASPO Cooperative Contract to be fair and reasonable based on historical pricing paid by the City and competitive solicitation for the contracted services.

**FUNDING:** 001-1002-521.4100 – Police Department FY24 budget

Accepted by: \_\_\_\_\_

*[Signature]*  
City Manager

Attest \_\_\_\_\_

*[Signature]*  
City Clerk





# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

*"Building a Better Future Through Excellence in Policing"*

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director  
From: Jeffrey P Young, Chief of Police *JPY*  
Date: June 17, 2024  
Ref: Wireless Voice and Data Services and Accessories

The Police Department has budgeted \$23,400 in FY24 for the continued utilization of T-Mobile USA for Wireless Voice and Data Services and Accessories.

The PD wishes to continue the contract with T-Mobile USA, Inc., utilizing NASPO Master Agreement No. MA 176 for a period through August 11, 2029, at an annual amount of \$23,400.

Approval of this continued utilization of the T-Mobile contract ensures the continuous functionality and reliability of our voice and data services, thereby benefiting both our law enforcement officers and the communities they serve.

The funds are budgeted for FY24 in account 001-1002-521.41-00.

*pd  
6-25-24*



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## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 9

CONTRACT #: MA176

Starting Date: 7/1/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **T-Mobile USA, Inc.** (Referred to as CONTRACTOR).

### **BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

*[Note: the following changes are to amend the NASPO Master Agreement.]*

1. The contract's expiration date is hereby changed from 08/11/2024 to **08/11/2029**.
2. The parties agree as follows: Add the "SASE by Versa" solution – see the attached, completed "Attachment M New Product Request Form". The "SASE by Versa" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
3. The parties agree as follows: Add the "Ivanti fleet, asset and workforce management platform" solution – see the attached, completed "Attachment M New Product Request Form". The "Ivanti fleet, asset and workforce management platform" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
4. The parties agree as follows: Add the "Jamf Pro Mobile Device Management" solution – see the attached, completed "Attachment M New Product Request Form". The "Jamf Pro Mobile Device Management" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.
5. The parties agree as follows: Add the "Samsung Knox Manage" Mobile Device Management solution – see the attached, completed "Attachment M New Product Request Form". The "Samsung Knox Manage" solution shall be subject to the license agreements distributed with the solution; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control.

Effective Date of Amendment: 2/12/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

DocuSigned by:



2/2/2024

DocuSigned by:



2/2/2024

8F686CC9343743C

Contractor's Signature

Date

636BE9DAC528424

Director, State of Utah Division of Purchasing

Date

David Bezzant

Contractor's Name (Print)

Vice President

Title (Print)

Approved by:

DocuSigned by:



5600B61B18D2433

T-Mobile Legal Dept

**For Division of Purchasing Internal Use**

Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA176 (Amd #9)



**CITY OF TARPON SPRINGS, FL**  
Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

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**MEMORANDUM**

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**TO:** Honorable Mayor and Board of Commissioners  
**Thru:** Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *AL*  
**FROM:** Anela Saday, CPPB, Senior Procurement Analyst *AS*  
**DATE:** 08/09/2022  
**SUBJECT:** Award File No. 220153-C-AS, Wireless Data, Voice, and Accessories utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. MA 176-1

---

**RECOMMENDATION:**

Award File No. 220153-C-AS, Wireless Data, Voice, and Accessories utilizing National Association of State Procurement Officials (NASPO) Master Agreement No. 176-1 to T-Mobile USA, Inc. (T-Mobile), in an estimated annual amount not to exceed \$18,680.76 through June 30, 2024, for the Police Department.

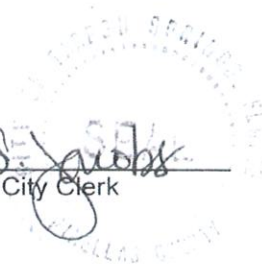
**BACKGROUND:**

The purpose of this contract is to provide the Police Department with wireless data, voice, and accessories at discounted rates through NASPO Master Agreement No. MA176-1 with T-Mobile. This contract may be extended for one (1) additional five (5) year period. T-Mobile offers a Connecting Heroes discount to government first responders which will save the City \$10,931.76 annually compared to the pricing with the current provider (see the attached memo).

**FUNDING:** 001-1002-521.4100 Police Department

Accepted by: *Mel LeCau*  
City Manager

Attest: *Jane S. Jacobs*  
City Clerk





# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

*"Building a Better Future Through Excellence in Policing"*

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P Young, Chief of Police

Date: July 20, 2022

Ref: Wireless Voice and Data Services and Accessories

The City of Tarpon Springs Police Department wishes to contract with T-Mobile USA, Inc., utilizing NASPO Master Agreement No. MA 176-1, for Wireless Voice and Data Services and Accessories, at an estimated annual cost of \$18,680.76, for a period through June 30, 2024.

The current annual cost for Wireless Voice and Data Services and Accessories with our current carrier is \$29,612.52. The projected annual savings with the T-Mobile USA Inc. contract is \$10,931.76 or approximately \$20,952.54 for the contract term.

The funds are budgeted for FY22 in account 001-1002-521.41-00.



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NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

---

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **CITY OF TARPON SPRINGS, FLORIDA**

1. **Scope:** This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in Categories 1, 2, 3A and 3C (unless indicated otherwise).

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. **Participation:** This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. **Participating Entity Modifications or Additions** are attached and incorporated as **Exhibit 1**.

4. **Order of Precedence:** Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. **Administrative Fee and Reporting:**

*Insert any state-specific Administrative Fee and Reporting Requirements.*



NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

6. Purchase Order Instructions:

*Insert any state-specific instructions/requirements for placing orders, including the requirement to include the Contract or Purchase Order Number. If Category 3 is included in your PA, address requirements for Statements of Work (SOW's) as well.*

*[CONTRACTOR PROPOSED LANGUAGE:]*

Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

*Sample Language – "Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee."*

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile for Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

Participating Entity:

Name:	City of Tarpon Springs, Florida
Address:	324 E. Pine Street
Telephone:	727-943-4871
Fax:	727-937-1766
Email:	<a href="mailto:asaday@ctsf.us">asaday@ctsf.us</a> (Anela Saday, CPPB, Senior Procurement Analyst)

9. **Software Terms and Conditions:** Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

## 11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

12. Entire Agreement:

*Insert your State's standard "Entire Agreement" provision, unless included in your Exhibit 1.*

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: City of Tarpon Springs, Florida	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: DocuSigned by: 
Printed Name: Mark LeCouris	Printed Name: Peter Vargas
Title: City Manager	Title: Director, Public Sector & Education - South Region
Date: 07-14-2022	Date: 7/26/2022
	Legal Approved by: CLM 1504350 7/26/2022  T-Mobile USA, Inc. Legal Department

*[Additional signatures may be added if required by the Participating Entity]*

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at [www.naspovaluepoint.org](http://www.naspovaluepoint.org) or the NASPO ValuePoint team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).

**\*\*\*Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions\*\*\***

***Contractor - email a fully executed PDF copy of this document to:***

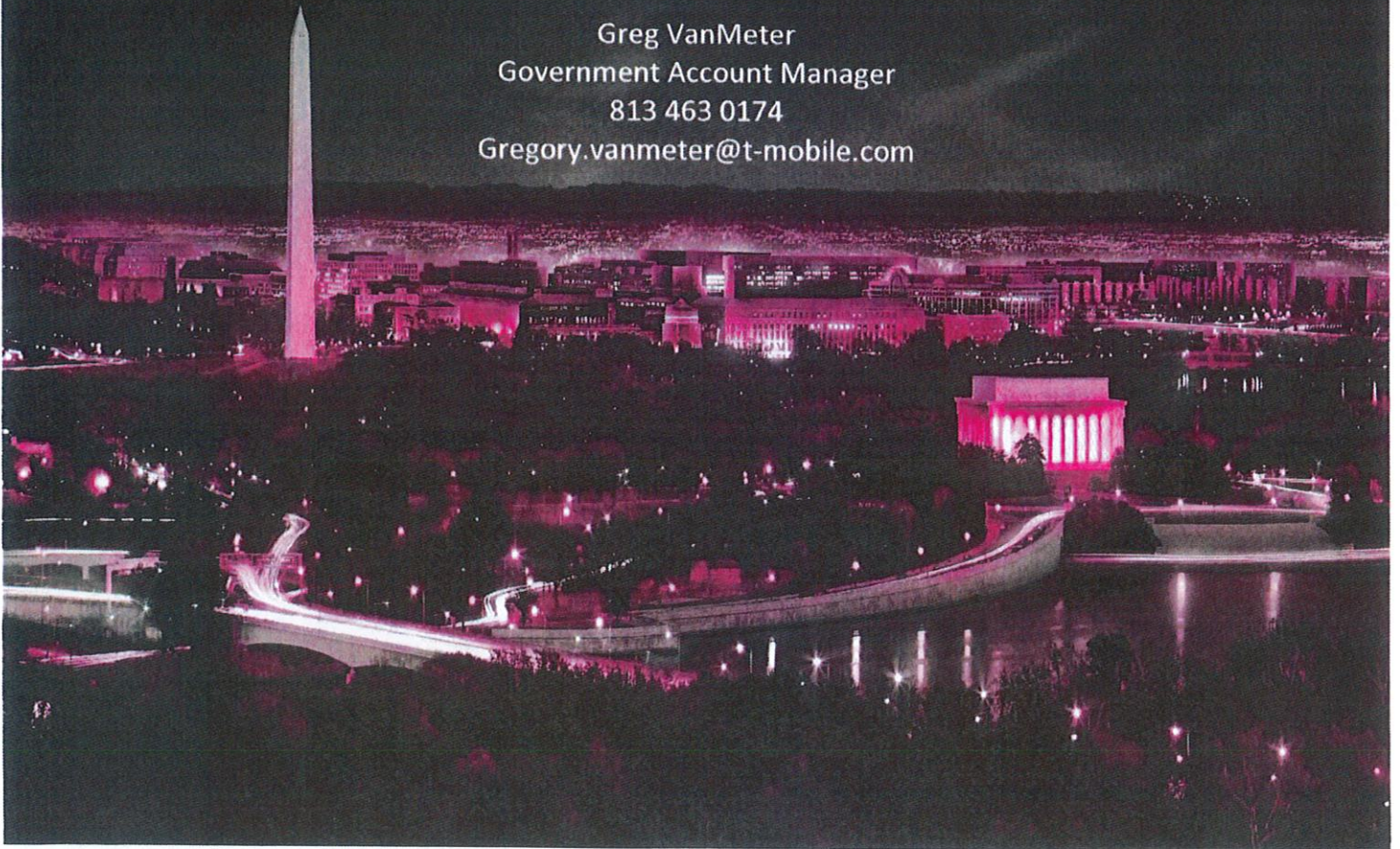
***To support documentation of participation and posting  
in appropriate databases  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***



Proposal for:

**City of  
Tarpon Springs Police Department**

Greg VanMeter  
Government Account Manager  
813 463 0174  
Gregory.vanmeter@t-mobile.com



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## Executive Summary

Dear Steve,

T-Mobile USA, Inc. (“T-Mobile”) would like to thank the Tarpon Springs Police Department for your for the opportunity to provide a proposal of service. At T-Mobile, we believe our contributions to the communications success in the Government space has just begun, with the best innovations ahead. T-Mobile for Government is on a mission to transform the wireless industry by helping agencies like yours accelerate innovation and move into the next era of mobility—all while cutting costs and boosting productivity to steward taxpayer dollars effectively.

We know and understand how difficult it can be to make a change, that is why we have a fully trained team of experts to provide Implementation of the T-Mobile solution. This removes the burden of deploying a project like this from you and your staff.

We are invested in the success of every single one of our T-Mobile for Government partners, working closely with each one to develop a plan that supports the productivity and growth of your agency. We’re excited to see what the future holds for us—together.

- T-Mobile offers comprehensive set of unlimited rate plans without overage fees and penalties.
- Provide Full deployment support with our team of Project Managers and Implementation Specialists.
- T-Mobile is the first in the nation to offer a Narrowband Internet of Things service for keeping all your smart applications connected and have a growing portfolio of IoT solutions.
- We provide a multiple set of options for inbuilding coverage that includes building infrastructure systems and small cell deployments.
- Network reliability Disaster Recover and Business Continuity to keep you connected when natural disasters hit.

We look forward to implementing viable solutions for the Tarpon Springs Police Department so your needs can be met for the best value possible.

Respectfully submitted,

Greg VanMeter  
Government Account Manager  
813 463 0174  
[Gregory.vanmeter@t-mobile.com](mailto:Gregory.vanmeter@t-mobile.com)

## About Us

### Wireless solutions built for your Agency

#### The new T-Mobile promise:

- **-The best network—at an uncompromising value.** With our value leadership and supercharged network, we will work to ensure you'll never have to choose between the best service, network, or value.
- **-We're changing the game.** The new T-Mobile will create even more 5G-enabled innovations and be even more obsessed with our customer's entire experience. All at a level that's not only enterprise-grade, but built for the future of work.
- **-Not just a better network, but a better company.** Every day, we're finding new ways to connect communities in need with critical services. From programs that connect first responders and their families, to solutions that help to eliminate the digital divide for students across the country, we're part of your community, and we're honored to support you.
- JD Power award for best customer service
- Opensignal award for best network
- OOKLA award for fastest network

## Not all 5G networks are created equal.

### T-MOBILE'S MULTI-SPECTRUM STRATEGY

5G networks are being built to leverage signals of varying frequencies: high-band, mid-band, and low-band.

**High-band**, or millimeter wave (mmWave), consists of spectrum above 24 GHz and offers incredible speeds, but the short waves don't travel very far and struggle to penetrate walls, trees, and even glass. **Mid-band** consists of spectrum between 1 GHz and 6 GHz and offers a balance between speed and range. Where high-band waves can only cover a few city blocks and mid-band waves can cover somewhat broader areas, **low-band** waves (consisting of spectrum under 1 GHz) can cover hundreds of square miles, offering more reliable connectivity both indoors and outdoors.



Low Band: NATIONWIDE: 600MHz NR can address MBB and Massive IoT. Low Band + Mid Band: METRO: 4G LTE evolution for wide area coverage, capacity, voice, and primary mobility layer for 5G. Low Band + Mid Band + High Band (mmW): DENSE URBAN: Short range in-building and urbanized systems.

To take full advantage of next-generation innovations, it's crucial to find a partner with a network that can leverage multiple frequencies to deliver the right 5G signal to more places.

**High-band: For faster data transmission.**

Over time, increased speeds from high-band networks could enable endless, high-value use cases. Security personnel could potentially take advantage of innovations in edge-computing to make critical safety decisions faster than ever before. Fleet managers could get more vehicle and driver data in truly real time, helping them make decisions that could possibly improve safety and cut costs. Remote software updates on POS devices used in retail, hospitality, and field services environments will happen quickly and seamlessly, keeping customer data secure and back-end inventory up to date.

Along with speed, the much lower latency attributed to 5G generally will likely enable even more new use cases. Among endless possibilities, this has the potential to completely change the way companies communicate with both employees and customers. A future of augmented reality (AR), virtual reality (VR) and artificial intelligence (AI) could help retailers enhance shopping experiences for customers.

But while high-band waves offer the blazing speed needed for some use cases, breadth in coverage will be required to enable others.

**Mid-band: For a balance of speed and range.**

If you think about spectrum like a cake, where high-band is the icing and can only serve a small area, the cake itself—mid-band—can go farther.

Mid-band's longer waves cover a broader area with fast speeds, and with the capability to cover most metropolitan areas in the United States, this could extend some of the same high-band use cases mentioned above to span neighborhoods, districts, or even entire cities. Imagine enhanced video and audio quality that makes virtual conferencing seamless for remote workers; seamlessly connected fleet and city data to help transit services and passengers recalibrate ideal routes fast; or the ability to work in a city park just as efficiently as one's corporate office.

Still, in order to satisfy Americans' appetite for next-gen connectivity on a nationwide scale, a broad foundational layer is needed.

**Low-band: For more connectivity in more places.**

5G networks with low-band spectrum will enable unique use cases that high-band signals can't.

Remote workers and customers in rural or suburban fringe areas who struggle with reliability could get increased connectivity that may help boost productivity. In the future, field reps could access authentication-dependent SaaS apps, like CRM, to gather customer data almost anywhere in the field, potentially helping to close more deals faster. Strong indoor signals could connect more IoT-enabled devices in smart buildings, underground parking lots, homes, and facilities. enabling

future innovations that could enhance customer experiences, help business decision-makers identify cost-saving efficiencies, and improve our daily lives.

Because your business—and your customers—have different needs that can be met by different network spectrums, finding a partner with a multi-spectrum network is key to a successful wireless strategy.

## Proposed Costs for Tarpon Springs Police Department

We've made major network investments in rural areas, smaller cities, and the suburbs. T-Mobile 5G combines all spectrum frequencies —high, mid and low—for the best possible 5G experience.

We understand a project like this need to be done seamlessly, efficiently and provide ongoing support that is why we provide you with:

- Dedicated Project Management -- Switching is seamless. We provide complete Project Management, end to end. Our approach to implementation is grounded in a consistent and predictable migration process and dedicated support. Your implementation team contact will ensure all milestones and deadlines are met with no disruption to your daily operations.
- Dedicated Customer Support -- With our world-class 'Magenta Glove Experience,' you'll see why we're easier to business with. Enjoy a reinvented customer experience with our Team of Experts® approach that gives you dedicated account support from a top-notch team.

Our competitive rate plans include:

- Unlimited talk
- Unlimited text
- Unlimited 5G and 4G LTE data
- Text and 2G data in 210+ countries and destinations at no extra cost
- Talk, text, and up to 5GB of 4G LTE data in Mexico and Canada
- Smartphone Mobile Hotspot
- SMARSH Text Logging
- WPS with Priority and Preemption

The following proposed solutions are based on information provided by Pasco County. The savings are based on an estimated current monthly stipend cost of \$30.00 per month.

**Solution**

Purchase of iPhone SE3 5G Phones and paired with Connecting Hero's Select Plan.

	<u>Monthly</u>	<u>Total</u>
63 iPhone SE3 Phones - On Us	\$21.53	\$1,356.39
63 Monthly Regulatory Program Fee's	\$3.18	\$200.34
63 WPS with Priority and Preemption FREE	\$0.00	\$0.00

<b>Total Annual</b>	<b>\$18,680.76</b>
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**Optional Services**

	<u>Monthly</u>
SMARSH text logging license	\$5.00
Mobile Device Management(MDM)	\$3.30
Apple Business Manager(Free)	\$0.00

## Our Smartphone Plans

### Unlimited everything for your business

Smartphone Plans	Commercially available price (\$/line/month)	Monthly recurring cost after 18% discount (\$/line/month)
<b>Connecting Heroes-</b> <ul style="list-style-type: none"> <li>• Unlimited talk, text, and smartphone data on our network</li> <li>• 4G LTE mobile hotspot data 1GB(then 3G speeds)</li> <li>• Wireless Priority Service (WPS) eligible</li> <li>• Unlimited texting and 2G data in 210+ countries and destinations</li> <li>• Talk, text, and up to 5GB of 4G LTE data in Mexico and Canada</li> <li>• Video streaming</li> </ul>	\$25.00	<b>\$21.53</b>

Plus applicable taxes, fees and surcharges. During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams at 480p.

## Our Data Plans

### Share data and save

Data Only Plans	Commercially available price (\$/line/month)	Monthly recurring cost after 18% discount (\$/line/month)
<b>Government Unlimited for Tablets – 11GB Hotspot</b> <ul style="list-style-type: none"> <li>• Unlimited text</li> <li>• Unlimited 5G or 4G LTE data</li> <li>• Unlimited 3G Smartphone Mobile Hotspot with 11GB of 4G LTE</li> <li>• Unlimited text and data in 210+ countries and destinations</li> <li>• Unlimited text and up to 5GB of 4G LTE data in Mexico and Canada</li> <li>• 200mb domestic data roaming</li> <li>• Optimized video streaming at 480p</li> </ul>	\$23.50	<b>\$19.27</b>
<b>Hotspot- Simple Choice Unlimited Mobile Internet for Government</b> <ul style="list-style-type: none"> <li>• Unlimited text and high-speed data</li> <li>• Unlimited text and data in 210+ countries and destinations</li> <li>• Domestic data roaming</li> <li>• Stateside International Unlimited Texting</li> </ul>	\$35.00	<b>\$28.70</b>

Plus applicable taxes, fees and surcharges. During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams at 480p.

## Savings-Connecting Hero's

<b>Current Costs</b>			
Estimated Current Monthly Cost	QTY	Price Per	Total
Cell Phone Service	63	\$35.99	\$2,267.37
* Monthly Regulatory Program Fee's	63	\$3.18	\$200.34
<b>Total Current Monthly Cost</b>			<b>\$2,467.71</b>
<b>Total Estimated Annual Cost</b>			<b>\$29,612.52</b>

<b>Proposed Costs</b>			
Monthly Cost	QTY	Price Per	Total
Connecting Hero's Select Plan	63	\$21.53	\$1,356.39
Monthly Regulatory Program Fee's	63	\$3.18	\$200.34
<b>Total Monthly Cost</b>			<b>\$1,556.73</b>
<b>Total Estimated Annual Cost</b>			<b>\$18,680.76</b>

<b>Savings Summary</b>	
Current Annual Cost	\$29,612.52
<b>PROPOSED Annual COST</b>	<b>\$18,680.76</b>
<b>Annual Savings</b>	<b>\$10,931.76</b>
<b>23 Month Savings</b>	
YEAR ONE SAVINGS	<b>\$10,931.76</b>
YEAR TWO SAVINGS	<b>\$10,020.78</b>
<b>TOTAL 23 MONTH SAVINGS</b>	<b>\$20,952.54</b>

NOTES:
* Assumed additional Fee's.

Limited time offer; subject to change. Qualifying business account, service & credit required. Quoted prices in this proposal do not include taxes, fees, and/or surcharges. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) and \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) applies. Pricing reflects individual line fees unless otherwise stated.

For customers participating in an Equipment Installment Plan, device pricing is an example of pricing for well-qualified customers only and does not represent an offer to provide financing. Contact us before canceling wireless service to discuss the availability of continued device payments, or credits stop & remaining balance at full price is due.

Promotional offers apply after all requirements are met and may be fulfilled via monthly bill credits appearing after 1-2 bill cycles. View individual promotional offer details and requirements at [www.T-Mobile.com/PromotionalOffers](http://www.T-Mobile.com/PromotionalOffers). Promotional offers may end at any time; promotional pricing may become unavailable before the expiration date of this Wireless Service Proposal.

## Additional Legal Terms

Quoted prices above are after a 15% Government Contract discount, and do not include taxes, fees, surcharges, or potential government reimbursement funding. Original pricing for plans offered are as follows. 1) Government Unlimited @ \$29.00/line; 2) Government Unlimited Tablet data service @ \$23.50/line; 3) Simple Choice Unlimited Government Mobile Internet @ \$35.00/line; and 4) Simple Choice North America for Government @ \$15.00/line for 12 or more lines.

During congestion, the small fraction of customers using >50GB/mo. may notice reduced speeds until next bill cycle due to data prioritization. Video typically streams on smartphone at 480p. Credit approval, deposit, and \$25 SIM starter kit or, in stores & on customer service calls, \$20 upgrade support charge may be required. Plus taxes & fees. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) and \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) applies (taxes/fees approx. 6-28% of bill). Capable device required for some features. Government Unlimited General Terms: U.S. roaming and on-network data allotments differ: includes 200MB roaming. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Not available for hotspots and some other data-first devices. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 11 GB high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. AutoPay Pricing for lines 1-8. Without AutoPay, \$5 more/line. May not be reflected on 1st bill. Simple Global: Additional charges apply in excluded destinations; see [www.t-mobile.com](http://www.t-mobile.com) for included destinations (subject to change at T-Mobile's discretion). Qualifying postpaid plan and capable device required. Taxes additional; usage taxed in some countries. Voice and text features for direct communications between 2 people. Communications with premium-rate (e.g., 900, entertainment, high-rate helpline) numbers not included. Calls from Simple Global countries, including over Wi-Fi, are \$.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Coverage not available in some areas; we are not responsible for our partners' networks. Standard speeds approx. 128 Kbps. International Roaming: Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada); customers on consumer plans (e.g. some sole proprietors) pay an additional \$.05/min. Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. Gogo: on U.S.-based airlines; Wi-Fi Calling functionality, valid e911 address, & 1 prior Wi-Fi call w/ current SIM card req'd for messaging. Service may be terminated or restricted for excessive roaming. Terms for Simple Choice & Mobile Internet Rate Plans: Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14GB of tethering); then, slowed to up to 2G speeds through bill cycle. Partial megabytes rounded up. U.S. roaming and on-network data allotments differ; see your selected service for details. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. Coverage not available in some areas; we are not responsible for our partners' networks. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See [T-Mobile.com/OpenInternet](http://T-Mobile.com/OpenInternet) for data management details. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use. See Terms and Conditions (including arbitration provision) at [www.T-Mobile.com](http://www.T-Mobile.com) for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. © 2020 T-Mobile USA, Inc.



## Memorandum

**Date:** June 9, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Patricia Hall, Senior Procurement Analyst  
**Subject:** Award File No. 260164-B-PH, Police Ammunition

### **Recommendation**

Award File No. 260164-B-PH, Police Ammunition, to Florida Bullet, Inc., for the period of June 10, 2026 through June 9, 2029 with two (2) one (1)-year renewal options, in an annual amount not to exceed \$42,000.00 for the Police Department.

### **Background**

On May 11, 2026, the City issued an Invitation to Bid for Police Ammunition for the Police Department. The contract was competitively bid, a total of nine (9) firms downloaded the Bid document, and the City received one (1) response. The bid submitted by Florida Bullet, Inc. meets all specifications, terms and conditions.

The purpose of this contract is to provide as-needed purchases of duty and range ammunition to support the current firearms inventory (see attached memo).

### **Funding**

001-1002-521-5200, Law Enforcement/Operating Supplies

### **Strategic Plan Objective**

N/A

BID TABULATION Note: This is a preliminary summary. <b>THIS IS NOT AN AWARD</b>	OPENED: May 21, 2026 @ 3:00 PM	BID TITLE: 260164-B-PH, Police Ammunition	READ BY: Patty Hall TABBED BY: Patty Hall DEPT: Police
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**VENDOR: Florida Bullet, Inc.**

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Item AE223, Federal American Eagle Training, 223 Rem, 55Gr, FMJBT, per 500 Rds	100	\$ 229.90	\$ 22,990.00
Item 53651, Speer Lawman Bonded Training, 9mm, 124 Gr, TMJ, per 1,000 Rds	60	\$ 239.90	\$ 14,394.00
Item LE308TT2, Federal Tactical Bonded Duty, 308 Win, 168 Gr, Tactical Bonded Tib, FBI Load, per 200 Rds	3	\$ 449.90	\$ 1,349.70
Shipping FOB Destination Tarpon Springs Police Department	1	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 38,733.70</b>
			<b>\$ 38,733.70</b>




# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

*"Building a Better Future Through Excellence in Policing"*

*Jeffrey P. Young*  
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P. Young, Chief of Police 

Date: May 26, 2026

Reference: FY26 Request for Contract Approval with Florida Bullet, Inc.

The Police Department seeks approval for a three-year contract with Florida Bullet, Inc. in the estimated annual amount not to exceed \$42,000, as awarded through the competitive bid process. This contract will facilitate as-needed purchases of duty and range ammunition to support our current firearms inventory.

Procurement Services reviewed the one (1) bid received under Bid No. 260164-B-PH and recommends award to Florida Bullet, Inc. as the low bidder meeting all specifications, terms, and conditions. The bid tabulation and a copy of the bid are available for review.

### Key Points:

- **Priority:** Maintaining the security and operational readiness of our police force is a top priority. Reliable ammunition is crucial for effective field operations and ongoing training programs.
- **Vendor Information:** Florida Bullet, Inc. is an authorized Law Enforcement Ammunition Distributor in the State of Florida for Federal Premium LE and Speer LE Ammunition, both owned by Vista Outdoor Sales LLC dba The Kinetic Group Sales LLC.
- **Bid Award:** Florida Bullet, Inc. submitted the sole bid in response to Bid No. 260164-B-PH. Procurement Services has confirmed that the bid meets all



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WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*





# TARPON SPRINGS POLICE DEPARTMENT

## MEMORANDUM

*"Building a Better Future Through Excellence in Policing"*

*Jeffrey P. Young*  
CHIEF OF POLICE

specifications, terms, and conditions, and recommends award at the estimated annual amount not to exceed \$42,000.

**Funding:** Funding for this contract will come from account: 001-1002-521.52-00.



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849  
WWW.TSPD.US

*"A Full Service Accredited Law Enforcement Agency"*





# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615

## INVITATION TO BID POLICE AMMUNITION

for THE CITY OF TARPON SPRINGS

**Date:** May 11, 2026

**Bid No.:** 260164-B-PH

**Sealed bids** will be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689. Documents can be obtained from the Bonfire website at <https://ctsfl.bonfirehub.com/opportunities>. All documents and attachments must be uploaded by the date and time indicated:

**3:00 p.m., May 21, 2026**

at which time bids will be publicly opened and read aloud for:

### **Police Ammunition for the City of Tarpon Springs**

Bids and all addenda shall be available only through <https://ctsfl.bonfirehub.com/opportunities>.

### **Instructions to Bidders**

#### **Submission and Receipt of Bids**

Submitting electronically through the online procurement services of Euna Solutions. Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses the Euna Solutions bonfire procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submissions received after the ITB Due Date and time shall not be considered. It is the sole responsibility of the Bidder to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

#### **Preparation of Bids**

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. Electronic Signatures. The Bid documents may be executed with an electronic signature technology, and such electronic signature shall act as the Parties' legal signatures on this bid and shall be treated in all respects as an original handwritten signature.
- c. All bids must be signed by the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.
- d. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, and services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- h. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Procurement Resolutions or Policies of City and State and Federal Statutes.
- i. The bidder shall retain a copy of all bid documents for future reference.

### **Explanations to Bidders**

All questions or requests for additional information are required to be in writing and may be e-mailed to [purchasing@ctsfl.us](mailto:purchasing@ctsfl.us).

### **Questions must be submitted, in writing, not later than May 15, 2026 at 3:00.**

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this ITB shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through <https://ctsfl.bonfirehub.com/opportunities> should be considered for your bid submittal.

### **Compliance**

Failure to comply with the ITB in full may be the cause of the rejection of the bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

**Rejection of Bids**

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB.

**Ex-Parte Communication.** In order to ensure fair evaluation of bids, ex-parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP, FCCM  
Procurement Services Director  
City of Tarpon Springs  
Procurement Services  
PO Box 5004  
Tarpon Springs, FL 34688-5004  
727-937-1766 Fax  
[jlewis@ctsfl.us](mailto:jlewis@ctsfl.us)

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex-parte communication initiated by a bidder may disqualify that bidder from consideration for this or future ITBs.

Janina Lewis, CPPO, NIGP-CPP  
Procurement Services Director

JL:ph

## **SECTION 1 - INSTRUCTIONS**

1.1 COMMENCEMENT OF WORK. If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

1.2 RESPONSIBILITY TO READ AND UNDERSTAND. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

1.3 FORM AND CONTENT OF BIDS. Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all the information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

1.4 SPECIFICATIONS. Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. The burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

1.5 MODIFICATION/ WITHDRAWAL OF BID. Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

1.6 DEBARMENT DISCLOSURE. If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

1.7 RESERVATIONS. The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.8 OFFICIAL SOLICITATION DOCUMENT. Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

1.9 COPYING OF BIDS. Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors.

To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

1.11 GIFTS. The city will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

1.12 PROTESTS AND APPEALS. If a Bidder believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Bidder may submit a written protest. All protests and appeals are governed by the City of Tarpon Springs Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement Services Department.

1.13 EVALUATION PROCESS. Bids will be reviewed by the Procurement Services Department and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

1.14 PRESENTATIONS/INTERVIEWS. The bidder must provide a formal presentation/interview upon request.

1.15 CRITERIA FOR EVALUATION AND AWARD. The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review the bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

1.16 COST JUSTIFICATION. In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

1.17 CONTRACT NEGOTIATIONS AND ACCEPTANCE. Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.18 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Procurement's website located at <https://ctsfl.bonfirehub.com/opportunities>. It is the bidder's responsibility to check the City of Tarpon Springs's bid posting website at <https://ctsfl.bonfirehub.com/opportunities> to view relevant bid information and notices.

1.19 BID TIMELINE. Dates are tentative and subject to change.

Release ITB: May 11, 2026

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: May 11, 2026

Bids due: May 21, 2026

Award recommendation: June 9, 2026

1.20 CONE OF SILENCE. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## **SECTION 2-STANDARD TERMS AND CONDITIONS**

2.1 DEFINITIONS. Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Tarpon Springs, agency, requestor, parties", "bid, proposal, response, quote".

2.2 INDEPENDENT CONTRACTOR. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2.3 SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

2.4 ASSIGNMENT. This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such an event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

2.5 SUCCESSORS AND ASSIGNS, BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

2.6 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

2.7 NON-EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

2.8 AMENDMENTS. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

2.9 TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.

#### 2.10 COMPLIANCE WITH APPLICABLE LAWS.

a. General. Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

2.11 SALES/USE TAX, OTHER TAXES. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

2.12 AMOUNTS DUE THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City.

2.13 OPENNESS OF PROCUREMENT PROCESS. Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meetings. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

## PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK  
410 NORTH RING AVENUE  
TARPON SPRINGS, FL 34689  
727-942-5614  
CITYCLERK1@CTSFL.US**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Tarpon Springs (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

l) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

2.14 AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

2.15 BACKGROUND CHECK. The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

2.16 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a

petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

2.18 REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs include any and all, fees and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

2.20 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Agreement in part or entirely upon thirty (30) calendar days' written notice.

2.21 TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112. Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

2.22 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

2.23 PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed both its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

2.24 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay exercising any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

#### 2.25 INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for the actions of the Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

Nothing contained in this section shall be considered a waiver of the City of Tarpon Springs' rights and protections under sovereign immunity and Florida Statute 768.28.

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this

warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

2.28 NO GUARANTEE OF WORK. Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and government regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2.40 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or

registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

2.48 SECTION 287.135 (CURRENT EDITION), FLORIDA STATUTES, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

2.49 ACCESSIBILITY REQUIREMENTS.

Contractor shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations, dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Contractor shall promptly remediate any accessibility deficiencies identified by the City of Tarpon Springs at no additional cost and shall

provide corrected deliverables within a mutually agreed-upon timeframe. Contractor shall maintain accessibility compliance throughout the term of the Agreement.

ANY AND ALL SPECIAL CONDITIONS AND SERVICES ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

### **SECTION 3- SCOPE OF SERVICES**

#### INTRODUCTION

The City of Tarpon Springs, Florida, is seeking qualified suppliers/distributors registered in the State of Florida to furnish and deliver police ammunition pursuant to the specifications and terms and conditions contained herein.

#### 3.1. SUMMARY DESCRIPTION

Description: Furnish and deliver the following required items:

- Item AE223, Federal American Eagle Training, 223 Rem, 55 Gr, FMJBT, per 500 Rds
- Item 53651, Speer Lawman Bonded Training, 9mm, 124 Gr, TMJ, Per 1,000 Rds
- Item LE308TT2, Federal Tactical Bonded Duty, 308 Win, 168 Gr, Tactical Bonded Tip, FBI Load, Per 200 Rds

No equals or alternatives will be accepted. Quantities listed on the Bid Form Pricing in Bonfire are estimates only.

3.2. Warranty: All products furnished shall have a minimum one (1) year warranty from date of delivery.

3.3. Pricing: Bid price shall include freight/shipping charges to the Tarpon Springs Police Department, 444 S. Huey Avenue, Tarpon Springs, FL 34689.

3.4. Workmanship: All products furnished shall meet or exceed manufacturer's OEM specifications and shall be free of defects; new condition and currently supported by the manufacturer.

3.5. Required Bidder Submittals:

To ensure compliance with these requirements Bidders must submit:

- a. Price Sheet: Bidders must complete and submit the price sheet provided in Bonfire. The price sheet shall include shipping charges for FOB destination to the Tarpon Springs Police Department.
- b. Licenses, Certifications, etc.: A list of documents proving ability or authorization to sell/distribute ammunition in the State of Florida.

### **SECTION 4-GENERAL CONDITIONS**

4.1 BEGINNING AND END DATE OF INITIAL TERM. This contract is for a three (3) year term with 2 (2) one (1)-year term renewals. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3 RENEWAL. At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

**BID FORM**

**BID No. 260164-B-PH**

**POLICE AMMUNITION**

BIDDER \_\_\_\_\_

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**BID FORM PRICING  
BID NO. 260164-B-PH  
POLICE AMMUNITION**

**ATTACHMENT A - PRICING TAB ATTACHED IN BONFIRE**

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

**Payment:** We accept Visa for payment: \_\_\_ Yes \_\_\_ No. Payment must be processed in \_\_\_ days after receipt of proper invoice or services accepted (whichever is the latter).

**Price Extension for Additional Units:**

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

\_\_\_\_\_ months for \_\_\_\_\_ additional units after award of this bid.  
(Number) (No. of Units\*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

\* Please insert of number of unit (not to exceed the bid quantity).

Bidder: \_\_\_\_\_

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

<b>1. Project/Contract Name:</b>	
<b>Dollar Value:</b>	
<b>Contact Name:</b>	
<b>Email:</b>	
<b>Phone Number:</b>	
<b>Agency/Company Name:</b>	
<b>Address:</b>	
<b>Date completed/or if in Progress:</b>	
<b>2. Project/Contract Name:</b>	
<b>Dollar Value:</b>	
<b>Contact Name:</b>	
<b>Email:</b>	
<b>Phone Number:</b>	
<b>Agency/Company Name:</b>	
<b>Address:</b>	
<b>Date completed/or if in Progress:</b>	
<b>3. Project/Contract Name:</b>	
<b>Dollar Value:</b>	
<b>Contact Name:</b>	
<b>Email:</b>	
<b>Phone Number:</b>	
<b>Agency/Company Name:</b>	
<b>Address:</b>	
<b>Date completed/or if in Progress:</b>	
<b>4. Project/Contract Name:</b>	
<b>Dollar Value:</b>	
<b>Contact Name:</b>	
<b>Email:</b>	
<b>Phone Number:</b>	
<b>Agency/Company Name:</b>	
<b>Address:</b>	

<b>Date completed/or if in Progress:</b>	
<b>5. Project/Contract Name:</b>	
<b>Dollar Value:</b>	
<b>Contact Name:</b>	
<b>Email:</b>	
<b>Phone Number:</b>	
<b>Agency/Company Name:</b>	
<b>Address:</b>	
<b>Date completed/or if in Progress:</b>	



7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

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8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

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9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

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10. Have you had a contract terminated by a customer in the past 3 years? \_\_\_\_\_ If yes, please explain.

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11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).

13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation.

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

**DRUG FREE WORKPLACE FORM**

**PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS  
UNDER SECTION 287.087, FLORIDA STATUTES.**

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  - e. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

VENDOR'S PRINTED NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

## MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
  - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis", such insurance to include coverage for loading and unloading hazards.
  - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement of the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

## AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

### 1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### 2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a

breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

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

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(CORPORATE SEAL)

**Affidavit of Compliance with Anti-Human Trafficking Laws**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

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

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Affidavit of Compliance with Foreign Entity Laws**

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_  
Signed: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name:

Proposer/Contractor FEIN:

\_\_\_\_\_  
Proposer/Contractor's Authorized Representative Name and Title:

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

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

Phone Number:

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

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by:

\_\_\_\_\_  
Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

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

# BID FORM

## BID No. 260164-B-PH

### POLICE AMMUNITION

BIDDER Florida Bullet Inc.

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The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
05/11/26	All	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**BID FORM PRICING  
BID NO. 260164-B-PH  
POLICE AMMUNITION**

**ATTACHMENT A - PRICING TAB ATTACHED IN BONFIRE**

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

**Payment:** We accept Visa for payment:  Yes  No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

**Price Extension for Additional Units:**

The City, through its Procurement Services Director, may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

4 months for any additional units after award of this bid.  
(Number) (No. of Units\*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

\* Please insert of number of unit (not to exceed the bid quantity).

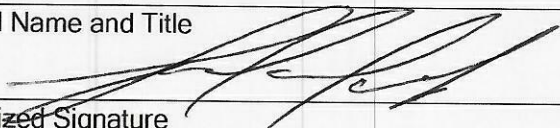
Bidder: Florida Bullet Inc.

Address: 180 Scarlet Blvd.

City: Oldsmar State: FL Zip: 34677

Phone No.: 727-216-3757 Fax No.: n/a Email: andy@floridabullet.net

**Andy Anderson, VP**

Printed Name and Title  
  
Authorized Signature

05/11/2026  
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

<b>1. Project/Contract Name:</b>	<b>Ammunition</b>
<b>Dollar Value:</b>	\$2,000,000.00
<b>Contact Name:</b>	RTQ-02181
<b>Email:</b>	arborrego@MDSO.com
<b>Phone Number:</b>	305-989-1092
<b>Agency/Company Name:</b>	Miami Dade Sheriff's Office
<b>Address:</b>	9601 NW 58Th St. Doral, FL 33178
<b>Date completed/or if in Progress:</b>	<b>in progress</b>
<b>2. Project/Contract Name:</b>	<b>Ammunition</b>
<b>Dollar Value:</b>	\$1,000,000.00
<b>Contact Name:</b>	Florida Highway Patrol Ammunition
<b>Email:</b>	MichelleBaker@flhsmv.gov
<b>Phone Number:</b>	850.558.4268
<b>Agency/Company Name:</b>	Florida Highway Patrol
<b>Address:</b>	75 College Drive Havana, FL 32333
<b>Date completed/or if in Progress:</b>	<b>04/01/2025</b>
<b>3. Project/Contract Name:</b>	<b>Ammunition</b>
<b>Dollar Value:</b>	1,500,000.00
<b>Contact Name:</b>	Hillsborough County Sheriffs Ammunition
<b>Email:</b>	tgunderson@teamhcso.com
<b>Phone Number:</b>	813-919-5163
<b>Agency/Company Name:</b>	Hillsborough County Sheriff's Office
<b>Address:</b>	14063 State Road 39 Lithia, FL 33547
<b>Date completed/or if in Progress:</b>	<b>In progress</b>
<b>4. Project/Contract Name:</b>	<b>Ammunition</b>
<b>Dollar Value:</b>	\$1,500,000.00
<b>Contact Name:</b>	Orange County Sheriff Ammunition
<b>Email:</b>	Cheryl.Troyer@ocsofl.com
<b>Phone Number:</b>	407-920-0724
<b>Agency/Company Name:</b>	Orange County Sheriffs Office
<b>Address:</b>	14500 Wewahootee Road, Orlando, FL 32832-6701

<b>Date completed/or if in Progress:</b>	In process
<b>5. Project/Contract Name:</b>	Palm Beach County Sheriff's Ammunition
<b>Dollar Value:</b>	\$1,500,000.00
<b>Contact Name:</b>	David Vitola
<b>Email:</b>	VitolaD@pbso.org
<b>Phone Number:</b>	561-301-1416
<b>Agency/Company Name:</b>	Palm Beach County Sheriff's Office
<b>Address:</b>	3350 Gun Club Road, West Palm Beach, FL 33406
<b>Date completed/or if in Progress:</b>	In process

# QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name: Florida Bullet Inc.

Contact Name: Andy Anderson

Address: 180 Scarlet Blvd,

Address:

City: Oldsmar

State: FL

Zip: 34677

Telephone: 727-216-3757

Fax:

E-Mail Address: andy@floridabullet.net

Website: www.floridabullet.net

2. How long has your firm been in business? 43

3. How long has your firm provided these services? 43

4. Annual gross revenues of your firm? (Check the appropriate box)  
 under \$100,000    \$100,000 - \$499,000    \$500,000 - \$999,000  
 \$1,000,000 - \$2,000,000    over \$2,000,000

5. How many full and part-time employees do you currently employ?  
Full-time: 5   Part-time: 0

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Executive & Sales	3
Road and customer service	2

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?

Andy Anderson, 10+ years with Florida Bullet Inc. 33 years professional experience

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8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?

None

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9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.

None

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10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.

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11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).

13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation.

14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

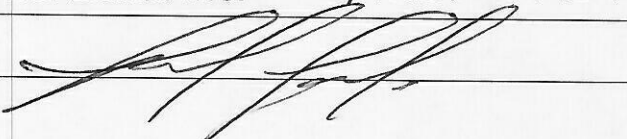
**DRUG FREE WORKPLACE FORM**

**PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS  
UNDER SECTION 287.087, FLORIDA STATUTES.**

1. This statement is submitted with the attached Bid/Proposal.
  
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  - e. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

VENDOR'S PRINTED NAME: Florida Bullet Inc. *Andy Anderson, VP*

AUTHORIZED SIGNATURE: 

## MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
  - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis", such insurance to include coverage for loading and unloading hazards.
  - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement of the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

## AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

### 1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

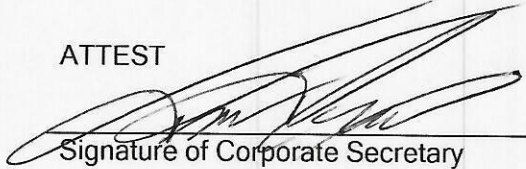
1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### 2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a

breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST



Signature of Corporate Secretary

**Tom Falone, IV**

Type/Print Name of Corporate Secy.

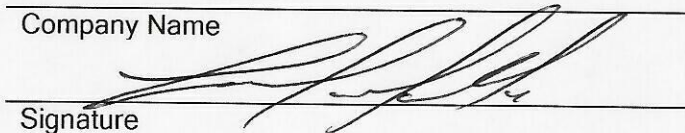
**05/11/2026**

Date

(CORPORATE SEAL)

**Florida Bullet Inc.**

Company Name



Signature

**Andy Anderson, VP**

Type/Print Name

**05/11/2026**

Date

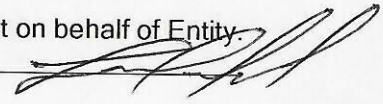
**Affidavit of Compliance with Anti-Human Trafficking Laws**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

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

Date: May, 11, 2026

Signed: 

Entity: Florida Bullet Inc.

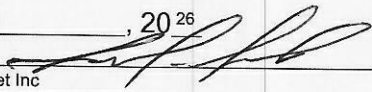
Name: Andy Anderson

Title: Vice President

## Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: May 11, 2026  
Signed:   
Entity: Florida Bullet Inc  
Name: Andy Anderson  
Title: VP

VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LIST

Respondent Vendor Name:

Proposer/Contractor FEIN:

59-2341725

Proposer/Contractor's Authorized Representative Name and Title:

Andy Anderson, VP

Address:

180 Scarlet Blvd. Oldsmar, FL 34677

City: Oldsmar

State: FL

Zip: 34677

Phone Number:

727-216-3757

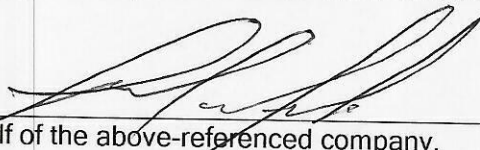
Email Address: Andy@floridabullet.net

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by:

Andy Anderson,



Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

Aandy Anderson, VP

Date:

05/11/2026



## Memorandum

**Date:** June 9, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Janina Lewis, Procurement Services Director  
**Subject:** Increase File No. 240017-S-JL Stormwater Engineering Consultant Services (**Chris Cotta Public Works Director, Bob Robertson Project Administration Director, Janina Lewis Procurement Services Director**)

### Recommendation

Increase File No. 240017-S-JL Stormwater Engineering Consultant Services with Pennoni and Associates, and WSP USA Inc., from an estimated annual aggregate amount of \$600,000, to \$1,060,197.35, a one-time increase of \$460,197.35, for Citywide usage.

### Background

On February 6, 2024, the Board approved the award of the continuing professional engineering services agreements for the purpose of providing engineering support for both Capital Improvement Projects (CIP) and General Services operations. The agreement expires February 27, 2029.

The City is requesting an increase to the Stormwater Continuing Services Agreement to accommodate additional professional design services required for upcoming stormwater improvement initiatives. The additional funding will support engineering and design activities for the Sponge Docks Flooding Abatement Project (commonly referred to as the "Vault" Project).

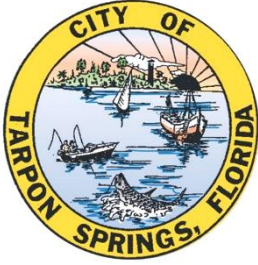
This one-time increase is necessary to ensure the timely advancement of critical flood mitigation and resiliency improvements. Importantly, the additional funding is anticipated to be 100% reimbursable through a combination of the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) and a funding appropriation from the State of Florida. As a result, the increased agreement amount will not have a permanent financial impact on the City's operating budget and will position the City to leverage available state and federal funding for these essential infrastructure improvements. To date, the City has expensed \$117,284.00.

### Funding

\$428,478.64 from Acct. No. 307-8603-538-63-00, Project Number TR2206, source: Florida State Legislative Appropriation (grant fund)  
 \$31,718.71 from Acct. No. 307-8603-538-63-00, Project Number TR2606, source: HMGP (grant fund)

**Strategic Plan Objective**

Goal B.1: Water Quality Protection (Rivers, Bayous, and Beaches)



# City of Tarpon Springs, Florida

Public Works Dept.  
325 E. Pine Street  
Tarpon Springs, FL 34689  
(727) 942-5610

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To: Janina Lewis, Procurement Director

Through: Bob Robertson, Project Administration Director

From: Chris Cotta, Public Works Director *Chris Cotta*

Date: June 2, 2026

Re: Request for Increase to Stormwater Continuing Services Contract File No. 240017-S-JL Upper Limit

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## **Recommendation:**

The Public Works Department respectfully requests an increase to the upper spending limit for the Stormwater Continuing Services Contract File No. 240017-S-JL in the amount of \$460,197.35.

## **Background:**

The additional funding authorization is necessary to support design services associated with the Sponge Docks Flooding Abatement Project (i.e. the “vault” project). This project is intended to address recurring flooding concerns within the Sponge Docks area and improve overall stormwater system performance and resiliency.

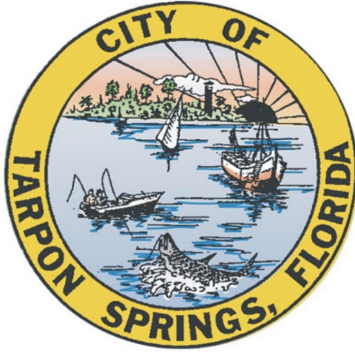
Funding for this increase is 100% externally funded through a combination of the Federal Emergency Management Agency’s Hazard Mitigation Grant Program (HMGP) and a funding appropriation from the State of Florida. No additional local funding is required for this contract increase.

Approval of this request will allow the City to continue advancing the project in accordance with grant timelines and project delivery requirements.

**Funding:**

\$428,478.64 from Acct. No. 307-8603-538-63-00, Project Number TR2206, source: Florida State Legislative Appropriation (grant fund)

\$31,718.71 from Acct. No. 307-8603-538-63-00, Project Number TR2606, source: HMGP (grant fund)



# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

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**MEMORANDUM**

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JL*  
**DATE:** 02/06/2024  
**SUBJECT:** Ratify Selection of WSP USA Inc., and Pennoni and Associates, Inc., for Request for Qualifications (RFQ) No. 240017-S-JL Stormwater Engineering Consultant Services

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**RECOMMENDATION:**

Select WSP USA, Inc., and Pennoni and Associates, Inc., as the Professional Engineers for RFQ No. 240017-S-JL, these firms ranked number one and two in the following list of firms deemed to be the most highly qualified to perform the required services for Stormwater Engineering Consultant Services 1) WSP USA, Inc., 2) Pennoni and Associates, Inc., 3) Tetra Tech, Inc., and 4) Colliers Engineering and Design, Inc., for a five (5) year period from date of contract execution in an aggregate annual amount not to exceed \$600,000.00 for City wide usage.

**BACKGROUND:**

The purpose of this agreement is to provide professional engineering services for both Capital Improvement Projects (CIP) and General Services Operations. Services required in support of specific projects included in the City's CIP and General Services Tasks, will be defined in the form of Task Work Orders. Work on such tasks will not commence without the City's review and approval of the specific Task Work Orders including negotiated scope and fee specific to each work order (see attached memo). The Evaluation Committee evaluated six (6) responses received for the RFQ; short-listed four (4) firms; and selected the top two (2) ranked firms. The award is in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055 Florida Statutes.

**FUNDING:** Funding to be identified as projects arise.

Accepted by: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Tabulation of Submittals  
For  
RFQ No. 240017-S-JL  
STORMWATER ENGINEERING CONSULTANT SERVICES  
November 21, 2023 @ 3:00 p.m.

SHORTLISTED FIRMS	RANKING
WSP USA, Inc., Tampa, FL	88
Pennoni and Associates, Inc. Clearwater, FL	85
Tetra Tech Inc. Tampa, FL	81
Colliers Engineering and Design, Inc. Tampa, FL	80

Broadcast: 855    Plan holders: 45    Responses: 6

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.



## Project Administration Department & Public Works Department

### Memorandum

**Date:** February 6, 2024  
**To:** Janina Lewis, Senior Procurement Analyst  
**From:** Bob Robertson, Project Administration Department Director  
**Through:** Tom Funcheon, Public Works Director  
**Subject:** Recommendation to Approve Stormwater Engineering Continuing Services Contracts

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#### Recommendation

Authorization is requested for award of stormwater engineering continuing services contracts with WSP USA, Inc. and Pennoni Associates, Inc.

#### Background

The City has recently completed a competitive selection process through which WSP USA Inc. and Pennoni Associates Inc. were selected as the two top-ranked firms. These firms have been selected to provide continuing engineering services related to stormwater associated infrastructure including collection, treatment, and sustainability support on an as-needed basis. Services will be provided to the City by two approaches:

1. Capital Improvement Project Services – Services required in support of specific projects included in the City's Capital Improvement Program will be defined in the form of Task Work Orders. Work on such tasks will not commence without the City's review and approval of the specific Task Work Orders including negotiated scope and fee specific to each work order.
2. General Operations Services – Services may be required from the firms on an ongoing basis to assist the City in its daily operations. Stormwater engineering services will be performed in accordance with a Task Work Order specifically authorized for these services and shall contain a not-to-exceed total compensation limit.

The contract term for service as the Continuing Services Stormwater Engineer shall be for five (5) years with a maximum aggregate annual cap of \$600,000 for professional services rendered. Spending caps will be reviewed and renewed annually. The scope and fee for each individual work order will be negotiated on a case-by-case basis with each firm.

Funding is available and is typically included in the budget for multiple stormwater and associated CIP projects in the stormwater utility account or other funding sources as needed.

# CITY OF TARPON SPRINGS, FLORIDA REQUEST FOR QUALIFICATIONS



## RFQ No. 240017-S-JL STORMWATER ENGINEERING CONSULTANT SERVICES

**ISSUE DATE:** October 22, 2023

**RESPONSES DUE:** November 21, 2023  
3:00 P.M. (Local Time)

**SUBMIT TO:** Electronic Responses:  
Demandstar.com for  
City of Tarpon Springs  
Procurement Services Department  
324 E. Pine St  
Tarpon Springs, Florida  
34689

Janina Lewis, CPPO, NIGP-CPP  
Procurement Services Director

RFQ No. 240017-S-JL

**ACKNOWLEDGEMENT FORM**

SUBMIT RESPONSES ELECTRONICALLY VIA DEMANDSTAR.COM

TO: PROCUREMENT SERVICES DEPARTMENT

MAILING ADDRESS: P.O. BOX 5004  
TARPON SPRINGS, FL 34688-5004

TAX NUMBER: 85-8012621696C-2

NUMBER OF COPIES REQUIRED: One (1) electronic proposal. Proposers shall submit their responses electronically via DemandStar.com.

SUBMITTALS WILL BE OPENED:

TUESDAY, NOVEMBER 21, 2023 @ 3:00 p.m.  
IN PROCUREMENT SERVICES  
CITY HALL BUILDING

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event should call, (727) 942-5615, no later than seven days prior to the due date.

DEADLINE FOR WRITTEN QUESTIONS: NOVEMBER 2, 2023 @ 5:00 p.m. Questions regarding this RFQ should be directed to Janina Lewis, Procurement Services Director, at [jlewis@ctsfl.us](mailto:jlewis@ctsfl.us).

**SUBMITTALS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE & TIME.**

OFFEROR NAME: \_\_\_\_\_

OFFEROR MAILING ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

SIGNATORY'S NAME: \_\_\_\_\_

SIGNATORY'S TITLE: \_\_\_\_\_

**ADDENDA FORM**

The City may elect to award a single contract or to award multiple contracts to a qualified firm(s) in accordance with the Scope of Services and all other requirements of the RFQ documents.

ADDENDA: The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDA MAY CAUSE THE SUBMITTAL TO BE CONSIDERED NON-RESPONSIVE TO THE SOLICITATION. ACKNOWLEDGED RECEIPT OF EACH ADDENDUM MUST BE CLEARLY ESTABLISHED AND INCLUDED WITH THE OFFER.**

Exceptions: Have you taken any exceptions to the specifications? YES OR NO. If YES, indicate them on a separate sheet marked EXCEPTIONS TO SPECIFICATIONS.

This submittal must be signed by a person authorized to act for the company in their own name. UNSIGNED SUBMITTAL will be cause for rejection.

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

Signatory's Name & Title \_\_\_\_\_

**EXCEPTIONS TO SCOPE OF SERVICES**

Section / Paragraph No.

Description

## CITY STORMWATER ENGINEERING CONSULTANT SERVICES

### 1. SCOPE OF SERVICES

The City of Tarpon Springs (CITY) desires to engage a qualified professional ENGINEER to perform as the Continuing Services Stormwater Engineer to provide herein described support services on as needed basis by City Staff. The selected firm(s) shall have specific expertise in the stormwater field. The selected firm should have extensive knowledge, experience, and assignable qualified experienced staff in areas including but not limited to:

- stormwater conveyance and treatment practices,
- stormwater master planning
- stormwater modeling and design,
- associated regulatory requirements and programs,
- stormwater project construction, and
- available stormwater project funding sources and administration within such programs.

A. The ENGINEER shall provide engineering services by the following two approaches:

1. Capital Improvement Project Services - Services required in support of master planning or specific projects included in the CITY's Capital Improvement Program will be defined in the form of Task Work Orders, including but not limited to those outlined in the RFQ. Work on such a task will not commence without the CITY's review and approval of the specific Task Work Order and fee.
2. General Operations Services - Services may be required from the ENGINEER on an ongoing basis to assist the CITY in its daily operations. The CITY's designated Project or Task Manager will provide written or verbal directions with regard to the nature of the services and any limitations regarding schedule, level of effort, or any budget constraints. Stormwater Engineering Services shall be performed in accordance with a Task Work Order specifically authorized for these services and shall contain a not-to-exceed total compensation limit.

The following is a list of potential general types of tasks associated with this scope of services. This list includes, but is not limited to, the following:

- Capacity analysis of stormwater system components and stormwater treatment facilities
- Permitting and grant funding assistance
- Design of stormwater system modifications and/or upgrades and associated roadway assets and utilities if applicable
- Bidding and contract administration assistance
- Feasibility Investigation and Evaluation, Design, and Services during construction for stormwater projects and projects impacted by stormwater projects such as roadway improvements
- Professional Engineering services for repairs or response to emergency conditions

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- Engineering certification of existing stormwater facilities regarding compliance with current regulations
- Operation and Maintenance performance evaluation and protocol development/recommendation
- General assistance for stormwater program management in planning and developing Capital Improvement Projects and other related stormwater services
- Present or assist CITY staff with preparations and presentations to the CITY Board of Commissioners or other public meetings.
- Peer review and plans review for development projects or other City projects involving stormwater systems, drainage evaluations, and/or flooding evaluations

B. The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required in accordance with acceptable consulting practices and ethical standards. No employer/employee relationships shall be deemed to be established, and the CONSULTANT, its agents, and employees shall be independent contractors at all times.

C. Professional and Technical Services: It shall be the responsibility of the CONSULTANT to advise the CITY of solutions to design problems and the approach or technique to be used toward accomplishment of the CITY'S objectives as set forth in this Scope of Services.

D. The CONSULTANT shall be responsible for the professional quality; technical accuracy; timely completion; compliance with regulations, codes, and rules; and the coordination with all appropriate agencies of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT. If the CITY determines there are any errors, omissions, or other deficiencies in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the CITY.

E. Approval by the CITY of drawings, designs, specifications, reports, and incidental consulting work or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval, or acceptance of or payment for any of the services shall not be construed to operate as a waiver of any rights or of any cause of action arising out of the CONSULTANT'S performance.

F. The CONSULTANT shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished.

## 2. QUALIFICATIONS

Firms interested in providing the required services must submit a Statement of Qualifications containing tabbed sections for the elements identified in the evaluation criteria.

## 3. TENTATIVE SCHEDULE

The following projected timeline should be used for planning purposes only. The City reserves the right to adjust this timeline as required.

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Procurement Event	Tentative Date
RFQ Advertised	October 22, 2023
Last Day for Questions	November 2, 2023, 5:00 pm
Submissions Due	November 21, 2023, 3:00 pm
Evaluation Committee Meeting	TBD
Presentations (if applicable)	TBD
Notice of Recommendation	TBD
Tentative award of negotiated contract by Board	TBD

#### 4. SPECIAL CONDITIONS

##### 4.1 PURPOSE

The purpose of this competitive process is to ensure City of Tarpon Springs compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which cities must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the City.

##### 4.2 PERIOD OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement for a five (5) year period, with no renewal options. The contract may be cancelled without penalty in accordance with Section 1 of this Scope of Services.

#### 5. CRITERIA FOR EVALUATION AND AWARD

The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following criteria.

a) Responsiveness. The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent's record of performance and integrity (e.g., has the respondent been delinquent or unfaithful to any contract with the City), whether the respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review respondent's facilities, equipment, and personnel and those of

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any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Technical Response. The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

5.1. A selection committee made up of no less than three (3) members will evaluate, score, and rank the responses relative to their qualifications, approach, and ability to provide services to best serve the needs of the City.

5.2. The following is the criteria that will be used by the City to evaluate and score responsive and qualified written proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals.

<b>Evaluation Criteria</b>	<b>Maximum Points Available</b>
Ability of Firm and its Professional Personnel	35
Firms Experience with Projects of a Similar Size and Type	25
Firms Willingness and Ability to meet Schedule and Budget Requirement	10
Firms Recent, Current, and Projected Workload	10
Volume of Work Recently Awarded by City	5
Minority Business Status	5
Effect of Project Team Location	10
Total Point Possible	100

5.3. A minimum of three (3) highest ranked firms (if at least three firms submitted) shall be shortlisted and invited to an oral presentation. The scores from the short-listed firms are not carried forward. Final ranking recommendation is based on scores obtained during the oral presentation process.

5.4. After the ranking is completed, the City will attempt to negotiate an Agreement with the top ranked firm, which will be in the best interest of the City. If no Agreement is reached with the top ranked prospective firm, negotiations will be terminated with that firm and initiated with the second ranked prospective firm, and so on until an Agreement is reached.

#### A. ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL

Maximum Points - 35

Responses limited to 2 pages maximum, single sided, for narrative, plus organizational charts, plus resumes of key personnel (limit two pages, single sided, per person).

- i) Attach resumes only for key personnel of the Project Team (including subconsultants), detailing past experience as it relates to projects of a similar size and type (in addition to the SF330 Part II).

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- ii) Submit an organizational chart delineating personnel assigned to both and design services and anticipated construction services.

## B. FIRMS EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE

Maximum Points - 25

Responses must have only one (1) project per page, single sided.

- i) List a maximum of ten (10) recent projects, preferably during the past 5 (five) years, to indicate proficiency in similar work and identify the client, scope of the firm's services, facility size, and the date services were completed.
- ii) The firm's or team members actual role in those listed projects must be documented (in addition to the SF330 Part II).

## C. FIRMS WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS

Maximum Points - 10

Responses limited to three (3) pages, single sided, maximum

- i) Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.
- ii) Indicate the controls to be utilized to maintain both schedule and budget for this project.
- iii) Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on the project during both the design and the construction phases of the project (if applicable).
- iv) Provide a graphical schedule containing tasks and task durations for the design phase.

## D. FIRMS RECENT, CURRENT AND PROJECTED WORKLOAD

Maximum Points - 10

Responses limited to 3 pages, single sided, maximum

- i) Describe the current workload and your daily ability to handle scope of services (including any subconsultants).
- ii) Provide a graphic representation, one (1) page, single sided, maximum, of your current commitment over the next one (1) year period for key members of the project team.
- iii) Specify the members of the project team and office location for each.

## E. VOLUME OF WORK PREVIOUSLY AWARDED BY THE CITY

Maximum Points - 5 (scored by Procurement Services)

**Prepopulated by Procurement Services, no additional data needed**, the purpose of this criterion is to affect an equitable distribution of contracts. This criterion is evaluated based on contract value awarded to a firm during the two (2) previous completed fiscal years (1 Oct 21- 30 Sep 23). The points are worth 5 percent of the overall points available and are distributed as follows:

- \$0 - \$200,000 - five (5%) percent of points available
- \$200,001 - \$400,000 - four (4%) percent of points available
- \$400,001 - \$600,000 - three (3%) percent of points available
- \$600,001 - \$800,000 - two (2%) percent of points available

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\$800,001 - \$1,000,000 - one (1%) percent of points available

Over \$1,000,000 - zero (0%) percent of points available

Based on a typical 100-point evaluation scoring process, a firm deemed to be in the \$0 - \$200,000 category threshold would be allotted 5 points etc.

#### F. MINORITY BUSINESS STATUS

Maximum Points - 5 (scored by Procurement Services)

Provides points pre-populated by Procurement Services for minority business status as designated by the State of Florida or Tampa Bay Region (defined as Pinellas, Hillsborough, Polk, Manatee, Sarasota, Hernando Counties, and Pasco County) Certified MBE/WMBE. If the Firm/Prime Contractor is designated as a minority business, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the requirements, zero (0%) percent of the points available are awarded.

#### G. PROJECT TEAM LOCATION

Maximum Points - 10

Response Limited to 3 pages, single sided, maximum.

- i) Define where the elements of the work will be performed (City/state), whether performed by prime or subconsultant firms.
- ii) Specify who in the Proposer's organizational chart will oversee the elements of the work.
- iii) Specify the members of the project team and office location for each.
- iv) A firm shall be considered local if it is within the Tampa Bay Regional Partnership area, made up of Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota, and Hernando Counties.

5.5. In order to ensure fair evaluation of submittals, **ex parte communication** initiated by a proposer is prohibited from the time the responses are opened until a final decision has been made. No proposer may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a proposer after the submittals are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP  
Procurement Services Director  
City of Tarpon Springs  
PO Box 5004  
Tarpon Springs, FL 34688-5004  
727-937-1766 Fax  
[jlewis@ctsfl.us](mailto:jlewis@ctsfl.us)

5.6. The Evaluation Committee may, however, initiate communication with any proposer in order to obtain additional information or clarification necessary for fair evaluation of their submittal. Ex parte communication initiated by a proposer may disqualify that firm from consideration for this or future Requests for Qualifications.

#### 6. SUBMITTAL CONTENT REQUIREMENTS

The following paragraphs detail the instructions and order to be followed in preparing a response to this RFQ. The City of Tarpon Springs reserves the right to reject any submittal as non-responsive if the submittal fails to include any of the required

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information in the specified order. Each part of the submittal should be clearly labeled and tabbed for easy reference. The submittal shall be submitted in an 8 ½" by 11" format minimum font 10 pt. with all sections tabbed as necessary.

- A. Cover Letter (one page, single sided, maximum)
  - 1. A cover letter transmitting the qualifications must be submitted and dated. The letter must indicate that the CONSULTANT agrees to be bound by the submittal without modifications, unless mutually agreed to upon further negotiations between the City of Tarpon Springs and the CONSULTANT.
  - 2. The cover letter shall also contain the name, title, address, and telephone number(s) of an individual(s) with authority to bind the firm during the period in which the CITY is evaluating the submittals. The cover letter shall also identify the legal form of the firm. If the firm is a corporation, the cover letter shall identify in which state the company was incorporated. If a consortium, joint venture, or team approach is being proposed, provide the above information for all participating firms.
  - 3. The cover letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm or team.
- B. Table of Contents
 

The Table of Contents should identify locations of all sections in the submittal.
- C. Submittal Information
  - 1. Ability of the Firm's Professional Personnel
  - 2. Firm's Experience with Projects of a Similar Size and Type
  - 3. Firm's Ability to Meet Schedule and Budget Requirements.
  - 4. Firm's Recent, Current and Projected Workload
  - 5. Firms Minority Business Status
  - 6. Effect of Project Team Location
- D. Contract Exhibits
 

In order for a submittal to be considered responsive for further consideration, all forms must be fully completed. Include SF 330 (Part II) in this section.

## 7. GENERAL CONDITIONS

### 7.1 SEALED SUBMITTAL

Proposers are required to submit their submittal in conjunction with the following expressed conditions:

- A. The Original Acknowledgement Form must be executed and submitted in accordance with the instructions given on the Acknowledgement Form and in the Special Conditions. All submittals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

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- B. Any contract resulting from this solicitation shall include the following, which are incorporated herein:

Scope of Services, Special Conditions, General Conditions, and applicable conditions of the Request for Qualifications, the proposer's submittal, Exceptions to Specifications (if applicable), Addenda (if issued), Vendor References, Public Entity Crimes Statement, and Drug Free Workplace Form.

- C. Proposers shall thoroughly read and examine all RFQ documents. As RFQ documents frequently change for each solicitation, proposers should not assume that this solicitation contains the same terms and conditions that were supplied in prior solicitations. The City is not obligated to identify any modifications to RFQ documents.
- D. Proposers are advised that all City solicitations and contracts applicable are subject to all legal requirements contained in the City's Ordinances and State and Federal law. When conflicts between this solicitation and these legal authorities occur, the higher authority shall prevail.

## 7.2 EXECUTION OF SUBMITTAL

Submittal must contain a manual signature of authorized representative. Submittal must be typed or printed in ink.

## 7.3 SUBMITTAL OPENING

Opening of the sealed submittals shall be public on the date, location, and the time specified on the ACKNOWLEDGEMENT FORM. It is the proposer's responsibility to assure that their submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A submittal may not be altered after opening of the submittals.

## 7.4 MISTAKES

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the proposer to ensure that they have all the information necessary to affect their submittal. The City will not be responsible for the failure on the part of the proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, Special Conditions, and all instructions pertaining to services involved. Failure to do so will be at the proposer's risk.

## 7.5 INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than the date specified on the ACKNOWLEDGEMENT FORM. Inquiries must reference the date of the submittal opening and RFQ number. No interpretation shall be considered binding unless provided in writing by City in response to requests in full compliance with this provision.

## 7.6 COMPETITIVE OFFER

Pursuant to the provisions of State and Federal antitrust laws and under the penalty of perjury, the signatory of any submittal in response to this RFQ certifies that their

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submittal has not been formulated collusively and is not otherwise in violation of said laws.

#### 7.7 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the proposer who is responsive in all respects to these procurement requirements, where the proposer is determined to be a responsible proposer, which determination shall be made solely at the discretion of the City.

#### 7.8 THE PROPOSER AFFIRMS AND DECLARES

- That the firm is licensed to do business within the State of Florida and will secure a City of Tarpon Springs Occupational License, if required, prior to the start of work.
- That the firm has the capability to assure completion of the required services within the time specified under this contract.
- That the firm presently has necessary facilities, financial resources, and licenses to complete the contract in a satisfactory manner and within the required time.
- That no other person, firm, or corporation has any interest in this submittal or the resultant contract.
- That the proposer is not in arrears to the City upon debt or contract and is not defaulting.
- That no officer or employee or person whose salary or compensation for services is payable in whole or in part from the City is or shall be or become interested directly or indirectly in this submittal or in the award or performance of the contract for supplying of aforesaid and other related items, or in any portion of the profits or price there from.

#### 7.9 AWARDS

The contract will be awarded, if at all, with reasonable promptness by written notice to the best submittal(s) that conforms to the specifications and instructions to proposers and will be most advantageous to the City.

No proposer may withdraw his submittal after the scheduled closing time for receipt of submittals. All submittals must be firm for a period of ninety (90) days, after the time set for opening of submittals.

The City reserves the right to reject any or all submittals, to waive irregularities in the submittals, or to accept the submittal which best serves the interest of the City of Tarpon Springs.

#### 7.10 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this submittal prior to their beginning of work, it shall be the responsibility of the successful proposer to notify the Procuring Agency at once, indicating in his letter the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

#### 7.11 AVAILABILITY OF FUNDS

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The obligations of the City of Tarpon Springs under this award are subject to the availability of funds lawfully appropriated by the Board of Commissioners.

**7.12 ADDITIONAL SERVICES**

For the duration of the contract period, the right is reserved to acquire additional services outside the scope of the contract at a mutually agreed upon price. If additional services are not acceptable, please so note in the submittal.

**7.13 ADVERTISING**

In submitting a response to this solicitation, proposer agrees not to use the results as a part of any advertising.

**7.14 ASSIGNMENT**

Any contract or purchase order issued pursuant to this Request for Qualifications and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

**7.15 EXCESS REPROCUREMENT LIABILITY**

The CONSULTANT shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by the CONSULTANT hereunder, should the CONSULTANT fail to perform. Such re-procurement expense obligation by CONSULTANT shall be limited to the excess over the agreed upon price.

**7.16 TERMINATION**

City may terminate this contract in whole or in part with or without cause upon thirty (30) days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of the Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination.

**7.17 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Submittals shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFQ and subsequent contracts.

**7.18 PROTEST**

Protest or any objection to the procedures followed by the City of Tarpon Springs with regard to this RFQ or the award thereof must be in strict accordance with Resolution 2008-15, a copy of which may be obtained at Procurement Services upon request.

**7.19 ATTORNEY'S FEES**

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

**7.20 WAIVER OF BREACH**

No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

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**7.21 ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or Warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

**7.22 NOTICES**

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by Certified Return Receipt Requested Mail to the CONSULTANT and City at their respective addresses.

**7.23 HOLD HARMLESS**

The CONSULTANT agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the CONSULTANT, its agents, officers, employees, and all other persons as a result of the performance of the services.

This includes claims made by the employees of the CONSULTANT against the Procuring Agency and CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

**7.24 COMPLIANCE WITH LABOR AND IMMIGRATION LAWS**

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. 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 and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the

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United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

#### 7.25 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT

Contracting -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

#### 7.26 SCRUTINIZED COMPANIES

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

**ANY AND ALL SPECIAL CONDITIONS AND SERVICES ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

#### MINIMUM INSURANCE REQUIREMENTS

- A. Prior to the time the engineering consultant is entitled to commence any part of the project, work, or services under this contract, the engineering consultant shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
  2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000 each

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occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
5. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence

6. CYBER LIABILITY INSURANCE

A. CYBER LIABILITY TECHNOLOGY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, prior to performing services, Contractor will provide to the owner a certificate of insurance including Cyber Security Insurance Coverage in the event of data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance during Agreement's term shall constitute a material breach of the Agreement.

B. DATA SECURITY: The parties agree to abide by and maintain adequate security measures, consistent with industry standards and best practices to protect Confidential Electronic data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

1. Data Encryption both at rest and in transit.
2. Strong Authentication and Appropriate Access Control for any data shares.
3. Data Classification clearly labeling the sensitivity of shared information defined as classified or sensitive.

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering consultant shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Consultant from its insurer; and nothing contained herein shall absolve the Consultant of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of the engineering consultant.
3. The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4. City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

**ATTACHMENT A****NON-STATE ENTITY CONTRACTS UNDER FEDERAL AWARDS/GRANTS**

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

**TERMINATION FOR CAUSE AND CONVENIENCE**

If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the City of Tarpon Springs, shall thereupon have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by CONTRACTOR under this Contract shall become the property of the City of Tarpon Springs, and CONTRACTOR shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the City of Tarpon Springs, in its sole discretion. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the City of Tarpon Springs for damages sustained by the City of Tarpon Springs by virtue of any intentional and/or negligent act or omission or any breach of the Contract by CONTRACTOR, and the City of Tarpon Springs may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the City of Tarpon Springs from CONTRACTOR is determined. CONTRACTOR agrees that the City of Tarpon Springs shall have all rights and remedies afforded to it at law to recover any damages sustained by the City of Tarpon Springs in connection with the work performed by CONTRACTOR under the Contract. In the alternative, the City of Tarpon Springs shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity. CONTRACTOR or the City of Tarpon Springs may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the City of Tarpon Springs and/or CONTRACTOR as provided herein, CONTRACTOR will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the City of Tarpon Springs, in its sole discretion.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement 39 and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

**SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (Exhibit IV). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

**DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

**ACCESS TO RECORDS**

(1) The Contractor agrees to provide the City of Tarpon Springs, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Tarpon Springs and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**CHANGES**

Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that ARPA and/or FEMA financial assistance/grants will be used to fund all or a portion of the contract. The Contractor will comply with all 16 applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

**AFFIRMATIVE SOCIOECONOMIC STEPS**

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If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS**

License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the City of Tarpon Springs, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Tarpon Springs or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Tarpon Springs data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Tarpon Springs.”

**Public Entity Crimes Statement  
SWORN STATEMENT PURSUANT TO  
SECTION 287.133(3)(a), FLORIDA STATUTES  
ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to

\_\_\_\_\_ (print name of the public entity)

By \_\_\_\_\_ (print individual's name and title)

For \_\_\_\_\_ (print name of entity submitting sworn statement) whose business

address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

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“person” includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies).**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

**(Corporate Seal)**

\_\_\_\_\_  
Authorized Representative-Sign in Ink

\_\_\_\_\_  
Authorized Signature (typed) Title  
Company Name  
Mailing Address  
City, State, Zip  
(Area Code) Telephone Number

SUBSCRIBED AND SWORN BEFORE ME AT:

THIS \_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_.

NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**DRUG FREE WORKPLACE FORM**

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Proposer)

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

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

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

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NO-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_

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

\_\_\_\_\_ being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_ Type of identification produced \_\_\_\_\_

Notary Public (Signature)  
My Commission Expires: \_\_\_\_\_

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LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

\_\_\_ I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_(List Position Or Board)

\_\_\_ I am the spouse or child of an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_

\_\_\_ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_

\_\_\_ Respondent employs or contracts with an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_

\_\_\_ None of The Above

PART II:

Are you going to request an advisory board member waiver?

\_\_\_ I will request an advisory board member waiver under §112.313(12)

\_\_\_ I will NOT request an advisory board member waiver under §112.313(12)

\_\_\_ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME:

NAME (PER AUTHORIZED TO BIND THE COMPANY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CERTIFIED RESOLUTION

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the

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following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)", the duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tarpon Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tarpon Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

\_\_\_\_\_  
NAME  
TITLE  
SIGNATURE

Given under my hand and the Seal of the said corporation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tarpon Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

TRUTH - IN - NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

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

Title: \_\_\_\_\_

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

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

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Tarpon Springs.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company (Bidder) Name	Tax ID Number	DUNS #
-----------------------	---------------	--------

Authorized Representative Name	Authorized Representative Signature
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CAGE Code issued through <a href="http://www.sam.gov">www.sam.gov</a> Identification Number (If Social Security number DO NOT enter)	Signature & Title
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# CITY OF TARPON SPRINGS, FL

Procurement Services  
324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

November 3, 2023

## RFQ No. 240017-S-JL STORMWATER ENGINEERING SERVICES ADDENDUM 1

The following in the RFQ scope of services, paragraph 2. General Operations Services, is added:

“Peer review and plans review for development projects or other City projects involving stormwater systems, drainage evaluations, and/or flooding evaluations and related services associated directly or indirectly with City Technical Review Committee participation and support.”

### QUESTIONS/ANSWERS

1. Does the City intend to only select one firm for this contract or is there a potential for awarding the contract to multiple firms under CIP Services, General Operations Services?  
  
A: See page 3- Addenda Form-The City may elect to award a single contract or to award multiple contracts to a qualified firm(s) in accordance with the Scope of Services and all other requirements of the RFQ documents.
2. Does the City want the resumes and project examples to be in the SF330 Part I format, or are we to only include the SF330 Part II?  
  
A: Only Part II should be filled out. Resumes should be found in the response to package, paragraph 5.4. A of the RFQ.
3. Do you know who the incumbents are?  
  
A: Burgess & Niple – formerly ICON
4. Does the City intend to select only one firm or multiple?  
  
A: See Answer 1.
5. Could you please clarify the numbering system for the tab sections?  
  
A: See paragraph 6 page 10 of the pdf solicitation for Submittal content requirements. Page numbering is up to the Proposer, as long as it doesn't exceed the page count.

Addendum 1  
240017-S-JL

6. Are respondents required to complete Part I of the attached SF 330 form or just Part II?

A: See Answer 2.

7. RFP indicates the SF 330 Part II is required in several sections. Are you also looking for a complete SF 330 including parts I and II?

A: See Answer 2.

8. For Section C – given that this is an on-call contract, do we need to include a graphical schedule?

A: No. Not required.

All other requirements, terms and conditions remain the same.

- Copies of the plans and specifications may be obtained through Onvia/DemandStar ([www.demandstar.com](http://www.demandstar.com)).

**ORDINANCE NO. 2026-04**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA; AMENDING CITY CODE CHAPTER 2, ARTICLE III, DIVISION 1, SECTION 2-36(f)(2) OF THE CITY OF TARPON SPRINGS FIREFIGHTERS' PENSION PLAN TO INCREASE THE BENEFIT MULTIPLIER FROM 3.25% TO 3.5% FOR CREDITABLE SERVICE EARNED AFTER OCTOBER 1, 2025 AND PERMITTING THE PURCHASE OF UP TO A 4% MULTIPLIER; AMENDING SECTION 2-36(y)(4) TO EXTEND THE MAXIMUM PERIOD OF DROP PARTICIPATION TO 96 MONTHS AND PERMITTING DROP ELIGIBILITY AFTER 25 YEARS OF SERVICE OR THE ATTAINMENT OF AGE 50; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Tarpon Springs and the IAFF have negotiated a new collective bargaining agreement;

WHEREAS, the actuary for the City of Tarpon Springs Firefighters' Pension Plan has prepared the required impact statement to implement the negotiated pension amendments; and

WHEREAS, the Board of Trustees of the City of Tarpon Springs Firefighters' Pension Plan has recommended the adoption of this Ordinance to implement the pension provisions of the October 1, 2023 to September 30, 2026 collective bargaining agreement between the City of Tarpon Springs and the International Association of Firefighters, Local No. 4966.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1: Section 2-36(f)(2) of the City of Tarpon Spring Firefighters' Retirement Plan is hereby amended to read as follows:

(f) *Benefit amounts and eligibility.*

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(2) *Normal retirement benefit.* A Member retiring hereunder on or after their normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service prior to October 1, 1999 and three and twenty-five

hundredths' percent (3.25%) of Average Final Compensation for each year of Credited Service on and after October 1, 1999. Effective October 1, 2025: i) the monthly retirement benefit shall equal three and one-half percent (3.5%) of Average Final Compensation, for each year of Credited Service on and after October 1, 2025 and ii) the maximum benefit shall not exceed 97.5% of Average Final Compensation, including buyback purchases. Participants shall be permitted to purchase a higher multiplier, not to exceed four percent (4%) per year for prior or future service, provided that the member pays the full actuarial cost of the higher benefit. The board shall adopt administrative rules to implement the voluntary buyback program, consistent with Internal Revenue Code.

Section 2: Section 2-36(y)(4) of the City of Tarpon Spring Firefighters' Retirement Plan is hereby amended to read as follows:

(y) *Deferred Retirement Option Plan (DROP).*

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(4) A member will be eligible to elect to enroll in the DROP at the time he or she is eligible for normal retirement. A Member who is eligible for normal retirement and wishes to enter the DROP may do so only on the first day of the month following their eligibility for normal retirement or on the first day of any month thereafter. However, a Members' combined years of creditable service and years in the DROP cannot total more than ~~30~~ 33 years. A Member with ~~30~~ 33 or more years of creditable service cannot participate in the DROP. Application for participation in the DROP will be made to the Pension Board. Effective upon ratification: i) the maximum period of DROP participation shall be ninety-six (96) months for DROP participants entering the DROP after the effective date.

Section 3: It is the intention of the Board of Commissioners, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tarpon Springs, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 5: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.



## Project Administration Department

324 East Pine Street  
Tarpon Springs FL 34689  
(727) 942-5638

### Memorandum

**Date:** June 9, 2026  
**To:** Mayor, Board of Commissioners, and City Manager  
**Through:** Thomas Kiger, Public Services Director *TK*  
**From:** P.J. Harbert, Grant Project Specialist  
**Subject:** Resolution 2026-21

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#### **Recommendation**

Recommendation to the Board of Commissioners to support Resolution 2026-21 which supports the grant application of the Public Services Department to the Resilient Florida Program for the Arfaras Lift Station Project.

#### **Summary**

This resolution supports the grant application of the Public Services Department in coordination with the Project Administration Department to the Resilient Florida Program under the Florida Department of Environmental Protection. The purpose of this application is to request funding to rehabilitate, replace, upgrade or construct the Arfaras Lift Station. This grant would provide 50% of the total project costs if approved. The City would have a 50% match if approved.

**RESOLUTION No. 2026-21**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUPPORTING THE GRANT APPLICATION OF THE PUBLIC SERVICES DEPARTMENT TO THE RESILIENT FLORIDA PROGRAM FOR THE ARFARAS LIFT STATION REPAIR.**

**WHEREAS**, the City of Tarpon Springs recognizes the importance of maintaining and improving critical wastewater infrastructure to protect public health, safety, and the environment; and

**WHEREAS**, the existing lift station infrastructure serving the community requires improvements and upgrades to ensure reliable wastewater collection, reduce the risk of system failures, and support current and future service demands; and

**WHEREAS**, the City of Tarpon Springs desires to undertake the Arfaras Lift Station Improvement Project, which may include the rehabilitation, replacement, upgrade, or construction of lift station components, pumps, electrical systems, backup power systems, force mains, telemetry, and related infrastructure improvements; and

**WHEREAS**, grant funding is available through the Florida Department of Environmental Protection Resilient Florida Program that would assist in reducing the financial burden placed upon the City of Tarpon Springs, taxpayers, and utility ratepayers; and

**WHEREAS**, the City of Tarpon Springs finds it to be in the best interest of the community to submit a grant application for funding assistance for the proposed project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:**

**Section 1.** The City of Tarpon Springs hereby expresses support for the grant application to the Resilient Florida Program to seek funding for the Arfaras Lift Station Repair.

**Section 2.** The Mayor of the City of Tarpon Springs is hereby authorized to execute and submit all grant applications, agreements, certifications, assurances, and any other documents necessary to apply for and administer grant funding associated with this project.

**Section 3.** The City of Tarpon Springs agrees to provide the required local match of 50% of the total project cost to complete the project.