

City of Avon Park

BID PACKAGE

Glenwood and Crystal Lake Water Treatment Plant

Chlorine System and Control Panel Improvements

BID NO. 24-05

Federally Funded

Cut along border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID – DO NOT OPEN

SEALED BID NO: 24-05

BID TITLE: Glenwood and Crystal Lake Water Treatment
Chlorine System Plant Control Panel Improvements

DUE DATE/TIME:

SUBMITTED BY: Odyssey Manufacturing Company
Name of Company



March 19, 2024

Mr. Andy Mogle, CPPB
Purchasing Agent
City of Avon Park, Inc.
110 E. Main Street
Avon Park, FL 33825

Re: **BID NO. 24-05 – Glenwood and Crystal Lakes Water Treatment Chlorine System Plant Control Panel Improvements Project**

Encl: (1) Odyssey Bid Package

Dear Andy,

Attached is Odyssey Manufacturing Co.'s ("Odyssey's") proposal for the subject bid. The purpose of this letter is to add additional clarifications to our proposal (we take no exceptions) and to respond to questions #6 - #8 and #10 of Section 00120 of the Special Conditions. First, Odyssey intends to use two subcontractors on this project:

- C&T Construction Services (Will Perform Concrete Work at Glenwood WTP and Ductile Iron Pipe Modifications at the Crystal Lakes WTP)
- Bill Gukeisen, Inc. (Will Provide the Control Panels, Vega Level Sensors, ICON VFD's and all SCADA hardware and programming)

The remainder of the work will be self-performed by Odyssey who will be installing (mechanical, electrical and plumbing) the chemical systems and related items. Odyssey has installed over 3,500 chemical systems in Florida including the sodium hypochlorite systems in the following nearby utilities: (1) City of Sebring (9 systems); (2) City of Lake Placid (2 systems); (3) Spring Lake Improvement District (3 Systems); (4) City of Frostproof (4 systems); (5) City of Avon Park (3 systems); (6) Sun N Lakes Improvement District (3 systems); (7) City of Lake Wales (5 systems); and (8) Polk County Utilities (87 systems).

(#6 Brief History of the Firm) - Odyssey Manufacturing Co. was incorporated in 1998 and began operations in late 1999. Our state-of-art bleach manufacturing facility in Tampa, Florida opened in March of 2000 and serves as our headquarters. A second manufacturing facility was opened on the east side of Orlando in January of 2008. In 2012, we started Odyssey Engineering Co. to provide engineering solutions (at arm's length when required) to our customers. In 2016, Odyssey signed an agreement with Olin to be their exclusive sodium hypochlorite distributor for Florida. Since then, Odyssey has constructed three rail terminals in Florida (Tampa, Lantana, Miami) where it receives railcars of sodium hypochlorite from Olin's Niagara Falls facility and distributes it via tankers. Odyssey also receives caustic, sodium bisulfite, potassium hydroxide and hydrochloric acid by railcar which it breaks down to distribute to its customers. We are also the leading provider of salt in Florida to the water and wastewater industry as we import salt from Chile by barge and store it in a 40,000-ton warehouse in Tampa. In addition to being a sodium hypochlorite manufacturer and chemical distributor, Odyssey is a licensed general and plumbing contractor which has designed and installed

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

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

over three thousand chemical systems in Florida at least half of which were sodium hypochlorite systems. Odyssey also has service contracts and performs service work on chemical systems for most of the utilities in Florida. Odyssey is the only entity in Florida who stocks chemical feed equipment, tanks, piping and spare parts. In addition, these parts and equipment are available to its customers on a 24/7 basis. Attached is an organization chart. Odyssey has five degreed engineers who perform project management for construction projects (everyone in the sales department) and four project superintendents (the technician specialists). We also have a related entity, Odyssey Engineering Co., which performs engineering design and permitting work as required for Odyssey's projects.

(#7 Description of Services Relating to the Governmental Sector) – As detailed above, Odyssey Manufacturing Co. is a full-service chemical provider to the Florida water and wastewater industry. We also design, install and service chemical systems for the Florida water and wastewater industry.

(#8 Work Plan and Schedule)

Odyssey put money in its bid price to perform all of the specified and required work as listed below:

Weeks 1 – 8: Submittal Generation, Submission and Approval

Weeks 9 – 10: Equipment Fabrication and Delivery

Weeks 11 – 14: Glenwood WTP

- Install Port-a-let at site (Week 11)
- Install Project Sign at site (Week 11)
- Install new Pre and Post Chlorination Piping (Week 11)
- Relocate Corrosion Inhibitor Injection Point (this was not specified but required) (Week 11)
- Setup Temporary System (Week 11)
- Install concrete and general trash dumpsters on the site (Week 11)
- Demolition of Existing System/Startup Temporary System (Week 12)
- Construct Concrete Containment for Bleach (Week 12)
- Cure Time for Concrete (Weeks 13 – 16)
- Install new Control Panels (Weeks 13 – 14)
- Install new Vega level sensor in Ground Storage Tank and related control wiring to include replacement of control panel at base of GST (Week 13)
- Paint Outside Chemical Injection Piping (Week 13)

Weeks 13 – 14: Crystal Lakes Manor WTP

- Install Port-a-let at site (Week 13)
- Setup Temporary Sodium Hypochlorite System outside the FRP Building (Week 13)
- Demolition of Existing FRP Building (Week 13)
- Run new Pre-Chlorination Piping (Week 13)
- Cut out 4" DIP on High Service Pump discharge and install mega flange on either end and install new Flowmeter and Static Mixer in between (Week 13)
- Cut out outside vertical section of 4" DIP and install mega flanges on either end with a "T" in between that serves as a flushing connection (this was not specified but required) (Week 13)
- Flush, disinfect and pressure test 4" DIP (the plant will need to be out of service for 96 hours) (Week 13)
- Perform BAC T's to clear piping at plant (Week 13)
- Install new Post Chlorination Piping (Week 13)
- Install new safety shower/eyewash and associated water supply piping.
- Install new 60-gallon Bleach Tank and two feed pumps on a PVC shelf including all required bleach piping (Week 13)
- Install new Vega level sensor in bleach tank and related control wiring (Week 13)
- Perform initial 60-gallon fill of new sodium hypochlorite tank (Week 13)

- Switch over from temporary to permanent bleach system and dispose of temporary system (Week 13)
- Install new Foxcroft Chlorine Analyzer and associated supply and drain piping (to match analyzer at Glenwood WTP, this was not specified but is required) (Week 14)
- Install new Moore Controller and related electrical and control wiring to regulate Post chlorine feed (to match setup at Bell Street WTP, this was not specified but required) (Week 14)
- Perform Pipe Painting as required. (Week 15)
- Install new Control Panels (Weeks 15 – 16)
- Perform all required electrical and control wiring to support new instrumentation and control panels (Weeks 15 – 16)

Week 17: Glenwood WTP

- Coat Hypochlorite Feed Room (floor and 2' up wall of Hypochlorite Feed Room) (Week 17).
- Paint remaining walls and outside of containment (Week 17)
- Coat containment of bleach tank area including top of wall (Week 17)

Week 18: Glenwood WTP

- Install new triplex Blue Planet pump skid (Week 18)
- Install two new Snyder 550-gallon bleach tanks and related piping (Week 18)
- Install Vega level sensors in bleach tanks (Week 18)
- Complete control wiring to SCADA from bleach tanks and pump skid HOA Panel (Week 18)
- Install new Moore Controller and associated electrical and control wiring to regulate Post chlorine feed (to match setup at Bell Street WTP, this was not specified but required) (Week 18)
- Do initial 1,000-gallon fill of new sodium hypochlorite tanks (Week 18)
- Install new eyewash/safety shower and associated water supply piping (Week 18)

Week 19: Glenwood WTP

- Switch plant from temporary to permanent bleach system (Week 19)
- Remove Temporary Bleach System from site (Week 19)
- Remove Port-a-let from both sites (Week 19)
- System Walkthrough to Generate Punchlist (Week 19)
- Complete Punchlist items (Week 19)
- Issue Substantial Completion (Week 19)

Week 20: Administrative Items

- Turn in O&M Manuals
- Turn in Record Drawings

Week 21: Administrative Items

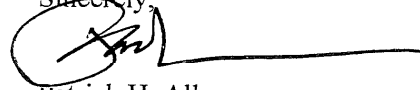
- Final Completion

(Contact Person) - The Project Manager for Odyssey will be Michael Colleta. He has a B.S. in Aerospace Engineering degree from the University of Florida (2022) and has been working at Odyssey since June of 2022 as a Project Manager. He has completed over sixteen projects including a \$1.2 million odor control system for the City of Panama City Beach. I will oversee his efforts and I have designed and installed over 2,000 sodium hypochlorite systems in Florida. I will be the point of contact to finalize the contract and can be reached at 813-335-3444 or e-mail pallman@odysseymanufacturing.com. Mike's contact information is as follows:

- Address: 1484 Massaro Blvd., Tampa, FL 33619
- Office Phone: (813) 635-0339
- Facsimile: (813) 630-2589
- Cell Phone: (401) 644-4875
- E-mail: mcolleta@odysseymanufacturing.com

Thank you for your consideration. We look forward to the opportunity to continue to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to be 'P. Allman', followed by a long horizontal line extending to the right.

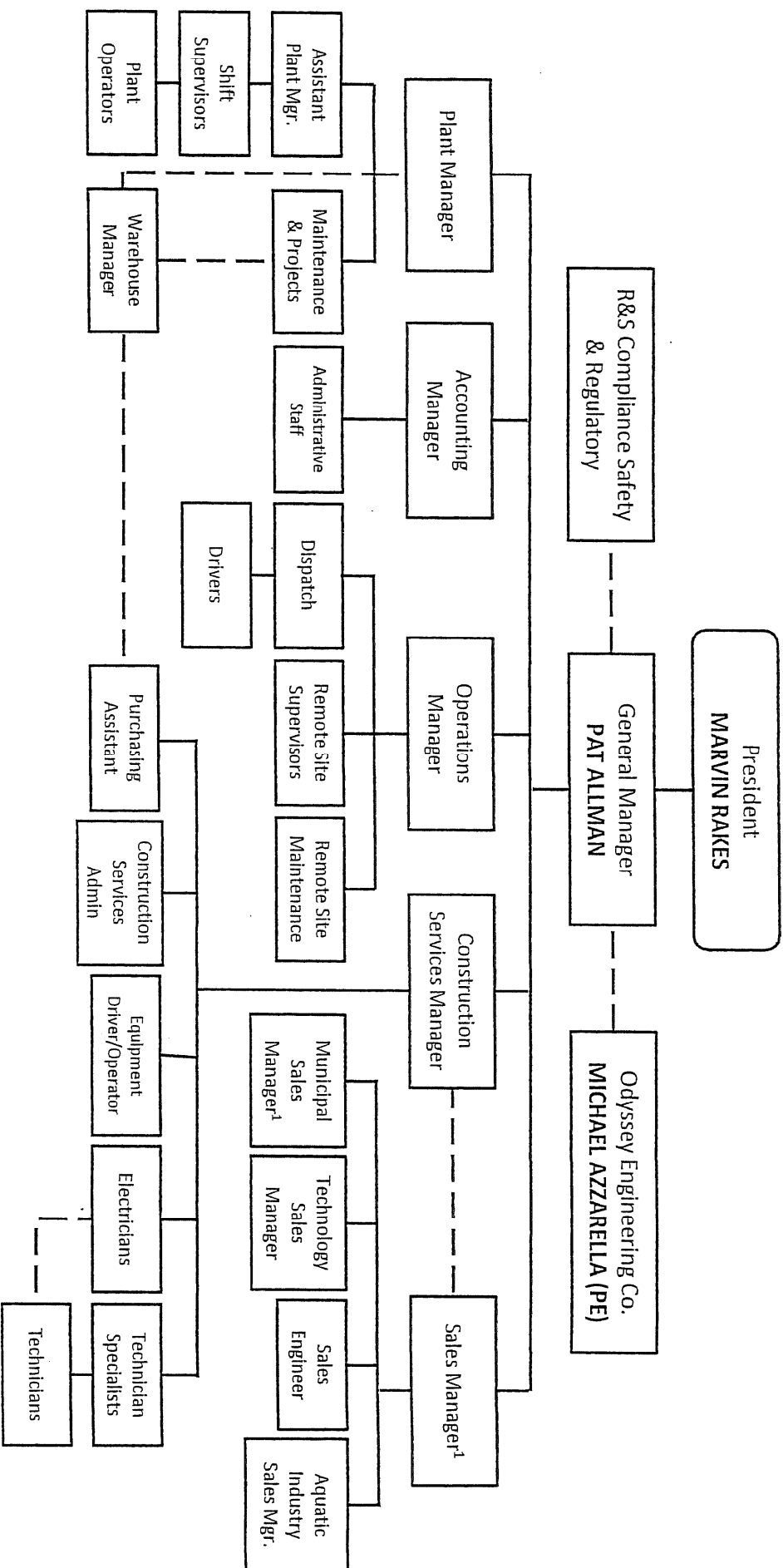
Patrick H. Allman
General Manager



ODYSSEY MANUFACTURING CO.

ORGANIZATIONAL CHART

(AS OF JULY 1, 2022)



¹ If empty, General Manager fills role

* All Managers responsible for employee Quality Control and Safety, as well as Customer Service, if applicable to role

**SECTION 00120
SPECIAL CONDITIONS**

- 1 Award of bids will be based on an overall low average of markups meeting specifications The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City
- 2 **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation
- 3 All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General information, Item #16
- 4 **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid
- 5 Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing This contract is subject to immediate cancellation by the City for poor service and delivery
- 6 **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel **BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND TWO (2) COPIES.)** The **Original** bid submittal(s) shall be submitted on the forms provided by the City All bids are subject to the conditions herein; failure to comply will subject bid to rejection
- 7 If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at <http://avonpark.city> "Services, Bids" **It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**
- 8 Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:
- Return only the required bid submittal pages
 - Avoid comb, velo binding, and plastic binders
 - Avoid plastic dividers and/or plastic tabs
 - Print and/or copy double-sided to the extent feasible
 - Use at least 30% post-consumer recycled content paper to the extent practicable
- 9 Vendors must possess either a City Local Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the state of Florida in order to do business with the City of Avon Park **A copy of such license must be submitted with your bid submittal.**

ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:

- ~ 1 Official Bid Sheet
- ~ 2 Copy of business license or tax receipt
- ~ 3 Vendor's application, W-9 and Public Entity Crime Statement
- ~ 4 Insurance Submittal Page, Signature Submittal Page

5. Non-Collusion Affidavit of Prime Bidder, Drug-free Workplace Form, Indemnification A brief
6. history of the firm. Information should include your organizational structure, and management location.
7. A description of the services specifically relating to the governmental sector, which the bidder is capable of providing.
8. A work plan and schedule including any planned interruptions.
9. A list of at least 5 references the City may contact in order to assist in the evaluation of past performance.
10. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.
11. Bid Bond
12. Alleged Negligence or Breach of Contract Disclosure Form Receipt of Addenda
13. Acknowledgement Form (if addenda posted)


SECTION 00300
BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Plans, and drawings and the Contract Documents and Specifications relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare and agree that he will accept the following lump sum prices for the various items of the work for additions to or deductions from the approximate quantities.
6. The undersigned does hereby declare that he shall make no claim on account of variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
7. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
8. The undersigned agrees that this is a lump sum contract and that the lump sum bid includes all costs the Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of work required by the Contract Documents
9. The undersigned agrees that this bid is based on substantially completing the project within two hundred and forty (240) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one-hundred (\$100) dollars for each consecutive calendar day thereafter.
10. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Prepared By:

Kimley-Horn

BID FORM		
ITEM	DESCRIPTION	TOTAL BID PRICE (\$)
1	Mobilization	\$ 23,000
2	Demolition	\$ 5,000
3	Painting	\$ 15,000
4	Glendwood Piping, Fitting, Valves	\$ 25,000
5	Crystal Lake Piping, Fitting, Valves	\$ 15,000
6	Furnish and Install Blue Planet Triplex Pump Skid with Three Pumps	\$ 40,000
	Installation of two 500+ Gallon Double Wall White UV Resin Containment Chlorine Tanks (Glendwood)	\$ 10,000
8	Post Chlorine Injection (Glendwood)	\$ 20,000
9	Post Chlorine Injection (Crystal Lake)	\$ 5,000
10	Two Sodium Hypochlorite Metering Pumps for Crystal Lake	\$ 4,000
11	Ultra Mag Flow Meter (Crystal Lake)	\$ 5,000
12	60 Gallon Double Walled Storage Tank (Crystal Lake)	\$ 3,000
13	Concrete Containment Area	\$ 10,000
14	Glendwood Electrical and Instrumentation including VFDs	\$ 115,000
15	Crystal Lake Electrical and Instrumentation	\$ 105,000
16	Davis Bacon/Grant Compliance	\$ 5,000
17	Miscellaneous not covered above	\$ 84,835
18	Owner's Discretionary Allowance	\$ 10,000.00
TOTAL LUMP SUM BID PRICE (Inclusive of Owner's Allowance)		\$ 499,835


General Manager
Edysay Manufacturing Co.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

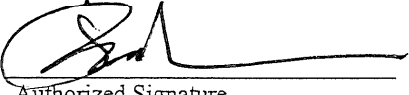
GRAND TOTAL LUMP SUM BID: \$ 499,835 (Including \$10,000 Owner's Allowance)

WORDS: Four Hundred Ninety Nine Thousand Eight Hundred Thirty Five Dollars

THIS PROPOSAL DATED THIS 27 day of March, 24

ATTEST:

Witness
Tiffany Thaxton
Tiffany Thaxton
Printed Name

By: 
Authorized Signature
(Principal)

Patrick Allman, General Manager
Printed Name, Title

Odyssey Manufacturing Company
Company Name

Address: 1484 Massaro Blvd.
Tampa, FL. 33619

65-0846345
Employee I.D. No.

Phone No. 813/635-0339

END OF SECTION

SECTION 00310
SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To The City of Avon Park, a Political Subdivision of the State of Florida

Date: 4/12/24

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

Odyssey Manufacturing Company
VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

1484 Massaro Blvd.

Patrick Allman



MAILING ADDRESS

NAME (TYPED OR PRINTED)

Tampa, FL. 33619

General Manager

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

813/635-0339
(AREA CODE) TELEPHONE NUMBER

800/639-7739
TOLL FREE NUMBER

813/630-2589
(AREA CODE) FAX NUMBER

pa1lman@odysseymanufacturing.com
E-MAIL ADDRESS

Any other Government Agency may use this bid. ☒ YES [] NO [] N/A

A City check will be accepted as method of payment. ☒ YES [] NO

NOTE: If Bidder checks "yes" above, Bidder agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this bid.

SECTION 00320
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of Florida

County of Hillsborough

Patrick Allman, Being first
Duly sworn, deposes and says that:

1. he/she is General Manager of Odyssey Manufacturing Company, the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bids are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: 

Title: General Manager

Subscribed and sworn to before me this 12th day of April, 20 24

Notary - Tiffany A. Thaxton
(Title)

My Commission Expires: _____




SECTION 00400
DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That Odyssey Manufacturing Companies:
(Name of Business)

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 employee for violations of such prohibition.
2. 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 programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
18. 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.
19. 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.



Bidder's Signature

4/12/24

Date

SECTION 00500
PERFORMANCE AND PAYMENT BOND

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and

Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

END OF SECTION

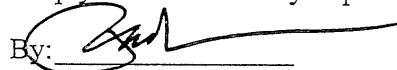
EXHIBIT "C"

CONTRACTOR E-VERIFY AFFIDAVIT

(company name)

I hereby certify that Odyssey Manufacturing Company does not employ, contract with, or subcontract with an unauthorized alien, and has not done so since before January 1, 2021, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. A true and correct copy of proof of registration in the E-Verify system is attached to this Affidavit.

By affixing your signature below, you hereby affirm that the above statement is true and correct, and that you are complying and will comply with all E-Verify requirements.

By: 

Date 4/12/24

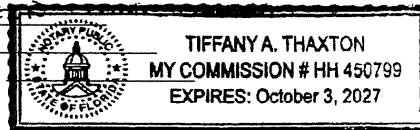
Printed name and title Patrick Allman, General Manager

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of April, 20 24, by Patrick Allman as General Manager for Odyssey Manufacturing Company.
Title Company Printed name

WITNESSETH my hand and official seal in the state and county named below.

(Seal) Signature: Tiffany A. Thaxton Notary Public, State of Florida, County of Hillsborough
Printed name: Tiffany A. Thaxton
Commission No. _____
My Commission Expires: _____



☒ Personally Known, OR ☐ Produced Identification
Type of Identification Produced _____

Exhibit "D"
SWORN STATEMENT ON SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Avon Park by Patrick Allman, General Manager

(print individual's name and title)

for Odyssey Manufacturing Company (print name of entity submitting statement) whose business address is and (if applicable) the Federal Employer Identification Number (FEIN) is (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement). 65-0846345

I understand that no person or entity shall be awarded or receive a contract for public improvements, procurement of goods or services (including professional services), or a lease, franchise, concession, or management agreement, or shall receive a grant of public monies unless such person or entity complies with Section 287.135, Florida Statutes.

Specifically, Section 287.135, Florida Statutes, states in pertinent part: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local

governmental entity for goods or services of. (a) Any amount if, at the time of bidding on, 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 s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or, 2. Is engaged in business operations in Cuba or Syria."

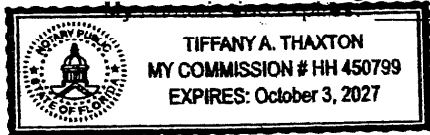
By signing this sworn statement, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

Signature

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn and subscribed before me this 12th day of April, 2024 by Patrick Allman

who appeared before me in person ☒ (check this line if appropriate) or by online notarization _____
(check
this line if appropriate) and is personally known to me ☒ (check this line if appropriate) OR produced
the
following type of identification to prove identity [Print, type, or stamp commissioned name of Notary
Public] Tiffany A. Thaxton



Tiffany A. Thaxton
EXHIBIT "E"

BID BOND
PUBLIC CONSTRUCTION BOND

By this bond, we _____ as Principal and _____ as Surety, a corporation chartered and existing under the laws of the State of _____, with principal offices located at _____, are bound to the City of Avon Park, herein called Owner, in the full and just sum of \$ _____ dollars (\$ _____), good and lawful money of the United States of America, to be paid upon demand by the Owner, to which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached solicitation for a project contract entitled _____ (hereinafter "Solicitation")
Name of City Project or Bid Package

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Agreement with City of Avon Park, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Agreement and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the City of Avon Park the difference between the amount specified in said Solicitation and the amount for which the City of Avon Park may procure the required work and/or supplies, provided the latter amount to be in excess the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

DATED THIS ____ DAY OF _____, 20__

EXHIBIT "E"

BID BOND
PUBLIC CONSTRUCTION BOND

By this bond, we Odyssey Manufacturing Company as Principal and Travelers Casualty and Surety Company of America as Surety, a corporation chartered and existing under the laws of the State of CT, with principal offices located at 1 North Dale Mabry Highway, Suite 1005, Tampa, FL 33609, are bound to the City of Avon Park, herein called Owner, in the full and just sum of Five Percent of Total Amount Bid in U.S. dollars (\$5%), good and lawful money of the United States of America, to be paid upon demand by the Owner, to which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached solicitation for a project contract entitled Glenwood and Crystal Lake Water Treatment Plant Chlorine System and Control Panel Improvements (ITB 24-05) (hereinafter "Solicitation")

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Agreement with City of Avon Park, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Agreement and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the City of Avon Park the difference between the amount specified in said Solicitation and the amount for which the City of Avon Park may procure the required work and/or supplies, provided the latter amount to be in excess the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

DATED THIS 15th DAY OF April, 2024

Odyssey Manufacturing Company

Principal

By:

Print name and title

General Manager

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2024, by PATRICK ALLMAN as General Manager for Odyssey Manufacturing Company.
 Title corporation name

WITNESSETH my hand and official seal in the state and county named below.



Notary Public, State of Florida, County of Hillsborough
 Signature Tiffany A. Thaxton
 Printed name: Tiffany A. Thaxton
 Commission No. HH 450799
 My Commission Expires: 10/3/27

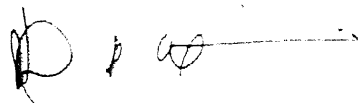
☒ Personally Known, OR ☐ Produced Identification

Type of Identification Produced _____

DATED THIS 15th DAY OF April, 2024

Travelers Casualty and Surety Company of America

Surety

By: 

Attorney-in Fact for Surety

David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176



A corporate resolution authorizing signature by the any of the above corporate signors shall accompany this document to make it valid.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David B. Shick** of **TAMPA Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

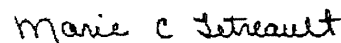
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

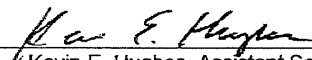
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15 day of April, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2024

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

ACCOUNT NO.

215900

RENEWAL

40 Employees

Receipt Fee 120.00

Hazardous Waste Surcharge 40.00

Law Library Fee 0.00

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2023 - 2024

NAME ODYSSEY MANUFACTURING CO
1484 MASSARO BOULEVARD
MAILING TAMPA, FL 336190000
ADDRESS

Paid 22-634-008619

07/24/2023 160.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

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

2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2024

OCC. CODE

090.000004 CONTRACTOR

ACCOUNT NO.

66971

RENEWAL

1 Employees

Receipt Fee 18.00

Hazardous Waste Surcharge 40.00

Law Library Fee 0.00

CGC1516698

BUSINESS COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2023 - 2024

NAME COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BLVD
ADDRESS TAMPA, FL 33619

Paid 22-634-008619

07/24/2023 58.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

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

2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2024

OCC. CODE

090.020001 PLUMBING CONTRACTOR

ACCOUNT NO.

66972

RENEWAL

1 Employees

Receipt Fee 18.00

Hazardous Waste Surcharge 40.00

Law Library Fee 0.00

CFC057182

BUSINESS WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2023 - 2024

NAME WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BLVD
ADDRESS TAMPA, FL 33619

Paid 22-634-008619

07/24/2023 58.00

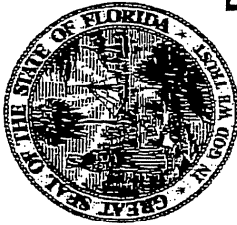
BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

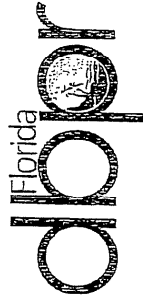
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

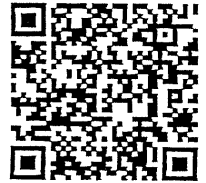
COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Odyssey Manufacturing Company	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1484 Massaro Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Tampa, FL 33619	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
	-		-						
or									
Employer identification number									
6	5	-	0	8	4	6	3	4	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ► 2.2.2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

SECTION 00700
INSURANCE
(SUBMITTAL PAGE)

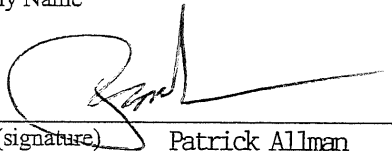
By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in Bid #23-06.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Odyssey Manufacturing Company

Company Name



Bidder (signature) Patrick Allman

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Avon Park
[print name of the public entity]

by Patrick Allman, General Manager
[print individual's name and title]

for Odyssey Manufacturing Company
[print name of entity submitting sworn statement]

whose business address is 1484 Massaro Blvd., Tampa, Fl. 33619

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0846345

(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 an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, 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 a 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:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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" included 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

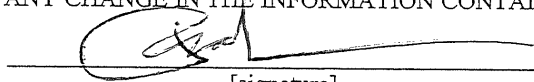
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

X 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. [attached is 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.

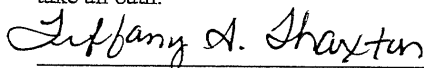

[signature]

STATE OF
FLORIDA
COUNTY OF
~~HIGHLANDS~~
Hillsborough

The foregoing instrument was acknowledged before me this 4/12/24

by Patrick Allman (who is personally known to me) and who did did not

take an oath.



Notary Public, Commission
No.: My Commission
Expires:

Tiffany A. Thaxton
(printed name)



INDEMNIFICATION

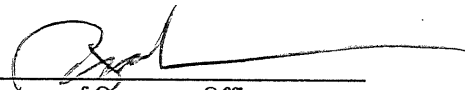
To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

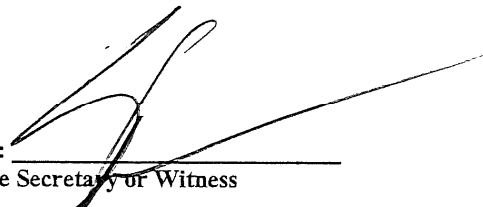
Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: 
Signature of Owner or Officer

DATE: 4/12/24

STATE OF: Florida
COUNTY OF: Hillsborough

ATTEST: 
Corporate Secretary or Witness
813/635-0339
Organization Phone Number

The foregoing instrument was acknowledged before me this 12 day of April 2024 by
Patrick Allman of Odyssey Manufacturing Company
Printed Name Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

Identification, and did ____/did not ____ take an oath.

Tiffany A. Thaxton
Signature of Person Taking Acknowledgment

Tiffany A. Thaxton
Printed Name of Person Taking Acknowledgment

Notary




CONTRACTOR/VENDOR REFERENCES

Name of company submitting bid: Odyssey Manufacturing Company
Name of Company Contact Person: Patrick Allman

References

Contact Person:	<u>Phil Hyer</u>	Title:	<u>WTP Supervisor</u>
Phone Number:	<u>954-809-5600</u>	E-Mail:	<u>phil.hyer@cobble.com</u>
Company Name:	<u>City of Pompano Beach</u>		
Address:	<u>1205 N.E. 5th Ave, Pompano Beach, FL 33060</u>		
Contact Person:	<u>Sean McFarland</u>	Title:	<u>Operations Mgr.</u>
Phone Number:	<u>352-479-3191</u>	E-Mail:	<u>Sean.McFarland@marionFL.org</u>
Company Name:	<u>Marion County</u>		
Address:	<u>P.O. Box 7160, Ocala, FL 34472</u>		
Contact Person:	<u>Matt Prendergast</u>	Title:	<u>Special Projects Mgr</u>
Phone Number:	<u>321-468-0187</u>	E-Mail:	<u>Matthew.Prendergast@palmbayFlorida.org</u>
Company Name:	<u>City of Palm Bay</u>		
Address:	<u>250 Osmosis Drive, Palm Bay, FL 32909</u>		
Contact Person:	<u>Verne Hall</u>	Title:	<u>Utilities Director</u>
Phone Number:	<u>941-661-1347</u>	E-Mail:	<u>Verne.hall@sarasotafl.gov</u>
Company Name:	<u>City of Sarasota</u>		
Address:	<u>1565 1st St., Sarasota, FL 34236</u>		
Contact Person:	<u>Jim Kaplan</u>	Title:	<u>Lead Operator</u>
Phone Number:	<u>727-505-6621</u>	E-Mail:	<u>lrwto@tampa-bay.fl.com</u>
Company Name:	<u>Dasco County</u>		
Address:	<u>8215 Little Road, New Port Richie, FL 34654</u>		


Odyssey Manufacturing Co.
General Manager

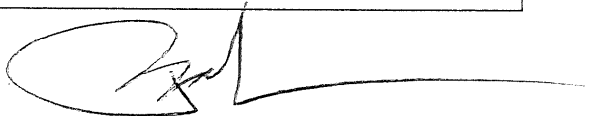
ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

N/A

1. Your Company Name ODYSSEY MANUFACTURING CO		
2. Type of Incident (check appropriate box)	<input type="checkbox"/> Alleged Negligence	<input type="checkbox"/> Alleged Breach of Contract
3. Date of Incident		
4. Who Took Action Against Your Company? (Include name, state, and City.)		
5. What was the initial circumstance for this action?		
6. What was the final outcome of this action?		



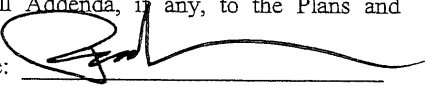
Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write "NONE" on the page and return it with the company name completed.

Page Number 1 of 1

Update the page numbers to reflect the current page and the total number of pages for this form. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Receipt of Addenda Acknowledgement

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No.: 1 Date: 4/9/24 Signature: 

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

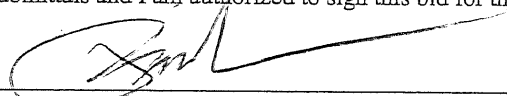
Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Bid Acknowledgement

This acknowledgment shall be signed, in blue ink, by a corporate officer, partner, or proprietor:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents in their entirety. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Bidder.



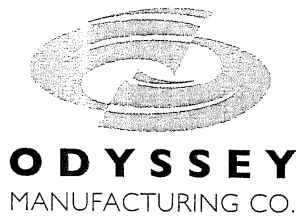
Authorized Signature

4/12/24

Date

Name of Authorized Person: Patrick Allman

Title / Position of Authorized Person: General Manager



April 1, 2024

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on September 21, 2023, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of April, 2024.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

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

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



Welcome
Patrick Allman

≡ MENU

Company Information

Company Name

Odyssey Manufacturing Company

Company ID Number

367873

Doing Business As (DBA) Name

--

DUNS Number

086891541

Physical Location**Address 1**

1484 Massaro Blvd.

Address 2

--

City

Tampa

State

FL

Zip Code

33619

County

HILLSBOROUGH

Mailing Address**Address 1**

--

Address 2

--

City

--

State

--

Zip Code

Additional Information

Employer Identification Number
650846345

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
325 - CHEMICAL MANUFACTURING

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)[View Original MOU Template](#)[View MOU](#)

Last Login: 12/09/2020 10:40 AM

U.S. Department of Homeland Security

<https://e-verify.uscis.gov/web/EmployerWizard.aspx>

U.S. Citizenship and Immigration Services

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