

Issue Date: March 21, 2014

INVITATION FOR BIDS #Y14-1030-JS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**WATER PIPES, VALVES AND FITTINGS
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, April 8, 2014**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jim Schell, Senior Purchasing Agent at Jim.Schell@ocfl.net.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. PRICE/DELIVERY

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the, Procurement Division Manager, or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Procurement Division Manager will sign an exemption certificate submitted by the Contractor. Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County’s Tax Exemption Number in securing such materials.

4. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County’s opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Procurement Division Manager, has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

7. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

8. LEGAL REQUIREMENTS

All applicable Federal and State laws, Municipal and County ordinances, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

9. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

10. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

11. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

12. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

13. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>, or until notice of intended action, whichever is sooner.

14. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

15. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

16. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

17. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Division Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

18. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

19. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

20. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

21. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form, attached hereto, shall be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid.** Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.

22. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

23. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

24. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation.

- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal, or response to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent or contract administrator identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

25. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number
- B. Hour and Date of Opening
- C. Name of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

26. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, he/she is urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

28. ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder who assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

29. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

30. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

31. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

32. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

34. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

35. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

36. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

37. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

38. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor..”

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Contractor’s written request for a final decision. The Procurement Division Manager’s decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Procurement Division Manager.

39. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Orange County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

40. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. Proposers must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the attached reference sheets.

Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

2. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Procurement Division Manager or authorized designee.

3. BID EVALUATION

Bids shall be evaluated by the percent discount off the submitted manufactures price list. A pre-selected sample of items, including size(s) and quantities will be used to evaluate the percent discount off of the submitted manufactures price list. The pre-selected sample will be made available at the time of the bid opening.

4. RETURN OF MERCHANDISE

- A. The vendor shall accept, for full credit, any merchandise that is returned by Orange County within ninety (90) calendar days from the delivery or pick-up date.
- B. All merchandise returned for full credit shall include reference to the applicable invoice or packing slip and be in a condition to allow resale by the vendor. Full credit shall include all costs incurred by the County as determined by the invoice or packing slip.

5. **AWARD**

Orange County reserves the right to award on an “All-or-None” basis to one bidder or to award on a “Lot-by-Lot” basis, whichever is in the best interest of and/or most advantageous to the County. **Failure of the bidder to bid all items in a lot shall result in the bidder being deemed as non-responsive for that lot.**

6. **DELIVERY**

Delivery time is of the essence in the award of this Invitation for Bids. Delivery after receipt of Delivery Order shall be no later than listed in the following schedule:

DELIVERY SCHEDULE

SIZE

DELIVERY

3”-12”

*5 working days - Local Stock Items

14”-24”

*30 calendar days - Manufacturer Stock Items

30”-36”

*45 calendar days - Non-Stock Items

***Exception for emergency orders as listed below - 4 hours.**

Bids submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall result in default and immediate termination of the Delivery Order or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

The vendor shall provide emergency deliveries seven (7) days a week, twenty-four (24) hours a day with a minimum call back response time of two (2) hours and minimum delivery of four (4) hours. The vendor shall designate an emergency contact person.

7. **TERMINATION**

A. **Termination for Default:**

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the County’s performance standards

2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Procurement Division Manager, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted.

The County Notice of Termination shall provide the Contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

8. AS SPECIFIED

ALL ITEMS PROPOSED IN RESPONSE TO THIS INVITATION FOR BIDS SHALL MEET ORANGE COUNTY UTILITIES DIVISION MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION, APPENDIX D, LIST OF MATERIALS AND APPROVED MANUFACTURES, WITHOUT EXCEPTION UNLESS SPECIFIED "OR EQUAL" ON THE BID PROPOSAL FORM FOR THAT ITEM. FAILURE OF ANY ITEM TO FULLY COMPLY WITH THESE SPECIFICATIONS AND STANDARDS SHALL RESULT IN THE REJECTION OF THAT ITEM AND SUBSEQUENT LOT. The County may return, for full credit including any shipping charge, any unused items received which fail to meet the County's performance standards.

The Orange County Utilities Division Manual of Standards as referenced above may be found at the following web site address:

http://www.orangecountyfl.net/cms/DEPT/utilities/manual_of_standards_and_specifications.htm

9. PAYMENT

Partial payments for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/supplies/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Water Division
8100 Presidents Drive, 2nd Floor
Orlando, Florida 32809
Phone (407) 836-6836

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

10. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

11. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

12. PRICE LISTS

The price of some or all items on this bid shall be based upon either a discount from or mark up to a price list(s). Bidders shall submit one (1) hard copy price list and the same price list on a CD, if available as a Word or Excel for Windows file, with their bid. CD's shall be formatted in Times New Roman 12 font with preset tabs only. Any subsequent revisions shall be submitted in the same format. Upon award of the bid, Contractor shall provide **three (3)** copies of the approved price list(s) for distribution to County Divisions.

All price list revisions and any changes to discounts/markups, if permitted by the contract, shall be submitted to the County for review and approval no less than thirty (30) days prior to the requested implementation date. Changes shall become effective only upon written approval of the County.

13.. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

14. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000
- B. 7% - Bids Greater Than \$100,000 to \$500,000
- C. 6% - Bids Greater Than \$500,000 to \$750,000
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% - Bids Greater Than \$5,000,000

15. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

16. POINT OF CONTACT

Inquiries regarding this Invitation for Bids may be directed to Jim Schell, Senior Purchasing Agent, at telephone number (407) 836-5410.

17. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. Also, if the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

Moreover, if the Manager of Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

SPECIFICATIONS

1. GENERAL

- A. These specifications include the material and installation standards for pipe, fittings, valves and appurtenances, as applicable to water installations.
- B. The data included herein generally makes no reference to the service utilization for the items specified and is to be used as the standards for approved materials indicated under specific facility installations.
- C. Required miscellaneous items not included under these specifications shall be consistent with approved standards of the industry for the applicable service.

2. PIPE AND FITTINGS

- A. General: All pipe and fittings shall be clearly marked with the name or trademark of the manufacturer, the batch number, the location of the plant and strength designation, as applicable.
- B. Ductile Iron:
 - 1. Ductile Iron (D.I.): Pipe shall be in accordance with ANSI Standard A21.51, minimum thickness for 3" to 12" class 350 / 14" to 24" class 250 / 30" to 64" class 200, unless heavier class is required for design conditions.
 - 2. Fittings: Cast and ductile iron pipe fittings shall conform to ANSI Standard A21.53 and A21.10, 150 psi minimum pressure rating. (In accordance with AWWA standards).
 - 3. Joints:
 - a. "Push-On" and mechanical type joint shall be in accordance with ANSI Standard A21.11.
 - b. Restrained joint assemblies (with mechanical joint pipe) shall be ductile iron Mechanical Joint Retainer Glands in accordance with ANSI Standard A21.11 and A21.10
 - c. Flanged connections shall be in accordance with ANSI Standard B16.1, 125 lb. standard. Full faced type rubber gaskets of an approved quality equal to "Rainbow" gaskets 1/8 inch thick, as manufactured by U.S. Rubber Company, shall be used. Bolts and nuts shall be Grade B conforming to the ASTM Designation A307, for Steel Machine Bolts and Nuts and Tap Bolts.

4. Coatings and Linings:

- a. Cast and ductile iron pipe and fittings for water service shall receive an exterior bituminous coating as specified above under paragraph (a) and shall be cement mortar lined and bituminous sealed in accordance with ANSI Standard A21.4.
- b. Pipe and fittings scheduled for field painting shall not receive an exterior bituminous coating. Instead, the pipe and fitting exterior shall be cleaned thoroughly and given one shop coat and applied in accordance with paint manufacturer's recommendations.
- c. Machined surfaces shall be cleaned and coated with a suitable rust preventive coating at the shop immediately after being machined.

C. Polyvinyl Chloride (PVC):

1. Pipe and fittings for water pipe shall be manufactured from clean virgin Type I, Grade I rigid unplasticized polyvinyl chloride resin conforming to ASTM Designation D1784. Pipe and fittings of this material shall conform to ASTM Designation D1875. The pipe shall bear the National Sanitation Foundation (NSF) seal for potable water pipe. Pipe shall have a standard dimension ratio (SDR) of not more than 21, if design consideration required. AWWA C-900 DR 18 where applicable.

Connections for pipe 1 1/2" in diameter and larger shall be rubber compression ring type. Pipe shall be extruded with integral thickened wall bells without increase in SDR. Rubber ring gaskets shall consist of synthetic compounds meeting the requirements of ASTM Designation D1986, and suitable for the designated service. Other connections shall be solvent welded sleeve type joints.

D. Steel – Galvanize and brass, as required for the service application.

1. Pipe shall conform to AWWA C202, Grade A, minimum. Pipe shall be galvanized, in accordance with ASTM Designations A120 & A123.
2. Fittings and connections shall be screwed as required for the applicable service. Screwed fittings shall be malleable iron designed for minimum working pressure of 150 psi, and shall conform to ANSI Standard B16.3, with a minimum working pressure of 150 psi.
3. Galvanizing for steel pipe shall be in accordance with ASTM Designation A120 and A123.

4. Brass - fittings shall be brass, cast and machined in accordance with specifications in AWWA C800 and AWWA C901, with compatible polyethylene tubing connections.
- E. Polyethylene Plastic Pipe: Pipe or tubing shall comply with ASTM Designations D-1248 (Materials), D-2239 (Pipe) and D-2737 (Tubing), be approved for potable water service by the National Sanitation Foundation and bear NSF seal. The product shall be rated for a minimum working pressure of 150 psi and the standard dimension ratio (SDR) of 9 for copper tube size. Fittings shall be brass, equipped with compression type connections.
- F. Special Items:
1. Expansion Joints: Pipe expansion joint shall be suitable for the applicable service with a minimum 150 psi working pressure and shall be Style No. 500, as manufactured by Mercer Rubber Co., or approved equal.
 2. Flanged Coupling Adapters: Units shall be as manufactured by Smith Blair, South San Francisco, California, or approved equal, with Type 912, for pipe sizes to 12 inches; and Type 913, for larger sizes; and shall be compatible with ANSI Standard B16.1, 125 lb. flanges.
 3. Cast Couplings: Units shall be all epoxy steel fusion coated with stainless steel bolts as manufactured by Smith Blair., or approved equal, as follows: Type 411 for CL 200 PVC (connecting equal outside diameter); and Type 411 for A.C. to D.E. (connecting equal size pipes with variations in outside diameter)' and Type 411 for DL 50 D.I. & C.I. Gaskets shall be suitable for the applicable service conditions.
 4. Cast Iron Sleeves and Wall Pipes: Units shall have integral annular ring water-stops, and also conform to other requirements for cast iron fittings specified in this Section. Sleeves and wall pipes shall have laying length and ends required for proper installation.
 5. Tapping Sleeve: Units shall be fabricated for ductile iron and PVC suitable for either wet or dry installation and shall be as manufactured by American Cast Iron Pipe Company, or approved equal. Outlet flange shall be ANSI B16.1, 125 lb. standard. Bolts shall be corrosion resistant, high strength alloy (AWWA C-111, ANSI AZ1.11).
 6. Tapping Saddle: Units shall be fabricated of minimum 3/8" carbon steel meeting ASTM A285 Grade C. Outlet flange shall meet AWWA C-207, Class "D" ANSI 150 lb. Drilling and be properly recessed for tapping value. Saddle shall have manufacturer applied fusion bonded epoxy coating, with stainless steel bolts. JMC Industries model #412, or approved equal.

7. Service Saddles: Saddles shall be as manufactured by Smith Blair, or approved equal. Units for cast or ductile iron PVC CL 200, and asbestos-cement pipe shall be double stainless steel strap, ductile iron, nylon coated body with stainless steel bolts, Type 317. Sealing gaskets shall be suitable for the applicable service. Brass service saddles for Ductile iron and PVC shall be O.D. controlled.
8. Polyethylene Encasement: Encasement shall comply with the applicable provisions of ANSI Standard A21.5, "Polyethylene Encasement for Gray and Ductile Cast-Iron Piping for Water and Other Liquids".

3. VALVES

- A. General: The valve type, size, rating, flow direction arrow, if applicable, and manufacturer shall be clearly marked on each unit. Valves shall open left (counter clockwise), with an arrow cast in the metal of operating handwheels and nuts indicating the direction of opening.
- B. Gate Valves (GV):
 1. Underground Service (2" - 24"): Valves shall have non-rising stem 2 inch square operating nut, O-ring above and below stem collar. Thrust washer shall be above and below the stem collar also. All outside surfaces of ferrous parts are protected with manufacturers applied fusion bonded epoxy coating. All interior surfaces of ferrous parts are protected with epoxy. All valves shall be of resilient wedge design.
 2. Above Ground Service (General): Valves shall be iron body, bronze mounted gate valves, conforming to AWWA C-500, solid wedge (sewage). Flange gate valves (water) shall be iron body with resilient wedge equal to AWWA Spec C-515. Valve shall have O.S. & Y. stem, UL/FM approved 125 lb. flanged. Valves shall have cast iron handwheels or chain operators with galvanized steel chain, as required.
 3. Tapping Valves: Tapping valves shall be iron body with resilient wedge equal to AWWA Spec C-515. Valves shall have mechanical joints and tapping flange with centering rings on flange end. Valve shall have 2 inch operating nut, 125 lb. flange.
 4. Valves 2 inches and Smaller: Valves shall be bronze, wedge disc, non-rising stem type, 150 psi minimum working pressure, equipped with wrought steel, aluminum, or cast iron operating handwheels. Valves shall be American Valve WWV54D, Type 1, Class A, or approved equal.

5. Actuators: Valves 16 inches and larger shall be equipped with approved gearing actuators, with sealed enclosures for buried or submerged service, and shall be furnished by the valve manufacturer. Position indicators shall be furnished as required.
 6. Horizontal Installation: Valves 16 inches in diameter or larger, to be installed horizontally, shall be additionally equipped as specified under the applicable Section of AWWA C-500 and as follows:
 - a. Installed in vertical pipe with horizontal stem shall be fitted with approved slides, tracks and shoes to assist the travel of the gate assembly.
 - b. Installed in horizontal pipe with horizontal stem shall be equipped with approved roller, tracks and scrapers to assist the travel of the gate assembly and to clear the track of obstructions.
- C. Check Valves (CV):
1. General Services: Valves shall be iron body, bronze mounted, epoxy fusion coated stainless steel hinge pin, swing non-slam type, and equipped with removable inspection covers. Valve ends shall be either flanged or mechanical joints as specified. Units shall be rated for 150 psi minimum working pressure and shall permit full flow area equal to that of the connecting pipe. Valves shall comply with AWWA C-508.
 2. Valves 2 Inches and Smaller: Valves shall be bronze body and disc, swing check type, and with thread ends, removable inspection covers, and rated for 150 psi minimum working pressure. Valves shall be Crane No. 37, or approved equal.
- D. Butterfly Valve: "Shut-Off" valves 16" and larger shall conform to the AWWA standard specifications for rubber seated butterfly valves, designation C504. Valve shall be constructed of close grain cast iron per ASTM A126, Class "B" or equivalent material. All retaining segments and adjusting devices shall be corrosion resistant materials. Valve seat shall be natural rubber or synthetic rubber compound. Valves 24" and smaller shall have bonded or mechanically restrained seats as outlined in AWWA C504. Valve operators shall conform to the requirements of AWWA standard specification for rubber seated butterfly valves, designation C504.

**BID RESPONSE FORM
IFB #Y14-1030-JS**

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

ITEM		% DISCOUNT OFF
<u>NO.</u>	<u>DESCRIPTION</u>	<u>SUBMITTED PRICE LIST</u>

LOT A – DUCTILE IRON PIPE & FITTINGS

- | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. | Ductile Iron Pipe, push-on type, 18 or 20 ft lengths, cement lined, size: 4" to 36", 4" to 12" Class 350, 14" to 24" Class 250, 30" to 36" Class 200 | _____ % |
| 2. | Bell Restraint Gaskets for push-on DI pipe, size: 3" to 36" | _____ % |
| 3. | Ductile Iron Mechanical Joint Sleeves (long pattern), fusion bonded epoxy, size: 3" to 36" | _____ % |
| 4. | Ductile Iron Mechanical Joint, all fittings, all styles fusion bonded epoxy, size: 3" to 36" | _____ % |
| 5. | Gaskets, full face 1/8" red rubber, size: 3" to 24" | _____ % |
| 6. | M.J. Kits, bolt and gasket, size: 3" to 36", transition bolt and gasket kit, size: 3" to 12" | _____ % |
| 7. | Restraining Flange adapter for Class 200 PVC, C900 & ductile iron pipe:, size: 3" to 16", epoxy coated w/ stainless steel bolts, Smith Blair 913 or equal | _____ % |
| 8. | Full Circle Restrainer Systems for MJ Fittings and PVC Bell Joints size: 3" to 36" | _____ % |
| 9. | Ductile Iron MJ restrainer kit, size: 14" to 36" | _____ % |
| 10. | PVC MJ restrainer kit, C900, size: 14" to 36" | _____ % |
| 11. | Ductile iron MJ restrainer, size: 3" to 36" | _____ % |
| 12. | PVC MJ restrainer, CL200/C900 size 3" to 12" | _____ % |

Company Name

**ITEM
NO. DESCRIPTION**

**%DISCOUNT OFF
SUBMITTED PRICE LIST**

LOT A – DUCTILE IRON PIPE & FITTINGS (continued)

- 13. Bronze service saddles for PVC Class 200, cast or ductile iron and asbestos cement pipe:
 - (a) Taps - sizes: 2" X 1" to 14" X 1" cc _____ %
 - (b) NPT Taps - sizes: 3" X 2" to 14" X 2" _____ %
- 14. Service saddles nylon coated w/one 3" wide stainless strap:
 - (a) 16" X 1" cc thru 36" X 1" cc Tap Saddle _____ %
 - (b) 16" X 2" NPT thru 36" X 2" NPT Tap Saddle _____ %
- 15. Stainless Steel Repair Clamps:
 - (a) Standard Repair Clamps- stainless steel w/stainless bolts, size: 2 1/2" to 36", PVC, AC and ductile iron _____ %
 - (b) Wide O.D. range repair clamp 2 1/2" to 36", stainless steel w/stainless bolts- EZ Max or equal _____ %
- 16. Repair Clamps stainless steel, size: 3/4" to 2" dia. X 6" length _____ %
- 17. Steel Couplings for AC, Ductile iron pipe and PVC pipe. fusion bonded epoxy coating, stainless steel bolts and nuts, size: 2 1/2" to 24" wide OD range, Hymax or equal _____ %
- 18. Flange X Flange Gate Valves, resilient seat, size: 3" to 24" _____ %
- 19. Tapping Valves, w/mechanical joints and tapping flange without MJ kits:
 - (a) size: 3" to 12" _____ %
 - (b) size: 14" to 36" w/gear box _____ %
- 20. Mechanical Joint Gate Valves, resilient seats, without MJ kits, size: 2" to 12" _____ %
- 21. OS&Y Gate Valves, resilient seats flange by flange, size: 3" to 12" (resilient seat) _____ %

Company Name

**ITEM
NO. DESCRIPTION**

**%DISCOUNT OFF
SUBMITTED PRICE LIST**

LOT A – DUCTILE IRON PIPE & FITTINGS (continued)

- 22. Side actuated resilient seat MJ gate valve,
size: 14" thru 24" _____ %
- 23. Lead Free Brass Gate Valves, threaded end
w/ iron handwheels, Federal Specs. ww-v-54d,
Type I, Class A, American #3F or equal, size: 1/4" to 4" _____ %
- 24. Fire Hydrant Items:
 - (a) Fire Hydrants, 5 1/4" valve opening, silver paint,
AWWA C-502-81, with MJ Kits, Clow Mueller
or American Darling B84B _____ %
 - (b) Fire Hydrant Extensions, size: 6" to 48"
Must be manufacturer specific _____ %

Manufacturer Name: _____
 - (c) Fire Hydrant Break Away Flange Repair Kit,
5 1/4 and 6" Valve Opening
 - (1) American Darling B84B (6") _____ %
 - (2) Mueller A301 _____ %
 - (3) Clow F2500 _____ %
 - (4) Clow Medallion _____ %
 - (d) Valve Boxes, Lids, Risers & Extensions
 - (1) Valve Box, Heavy wall _____ %
 - (2) Locking Value Box Lids
(water, reused water and sewer) _____ %
 - (3) Extensions - Screw Type size: 14", 18" & 24" _____ %
 - (4) Lid Risers, size: 1", 2", 3", & 2.5" to 6" _____ %
 - (5) Sigma VB 2503 LK Square Reclaim Valve
box with locking lid _____ %
- 25. Trench Adapter Valve Boxes: all sizes _____ %

Company Name

**ITEM
NO. DESCRIPTION**

**% DISCOUNT OFF
SUBMITTED PRICE LIST**

LOT B – DOMESTIC GALVANIZED PIPE & FITTINGS W/IP THREADS AWW C-202

- 1. Galvanized pipe threaded with coupling,
21 foot lengths size: 1/4" to 4" _____ %
- 2. Galvanized Fittings: all sizes and types up to 4" _____ %
- 3. Galvanized dresser couplings,
compression x compression, size: 3/4" to 2" _____ %

LOT C – BRASS PIPE & SERVICE FITTINGS

- 1. Lead Free Brass pipe threaded, size: 3/4" to 2" _____ %
- 2. Lead Free Brass service material 3/4" to 2" _____ %
- 3. Rubber meter gaskets, size: 3/4", 1",
1 1/2", & 2", drop-in, Ford or equal _____ %
- 4. Lead Free Brass Fittings: all sizes and types 1/4" to 4" _____ %
- 5. Backflow Preventers:
 - (a) Reduced pressure, ball valves, double check,
ball type test cocks, 3/4", 1" & 2" lead free _____ %
 - (b) Double check valve assemblies,
size: 3/4", 1" & 2" lead free _____ %
 - (c) Reduced pressure backflow preventer, flanged,
size: 3" thru 10" w/OS&Y valves _____ %
 - (d) Reduced pressure dual check backflow preventer,
flanged, size: 3" thru 10" _____ %
- 6. Lead Free Brass Vacuum breakers, size: 3/4", female
hose thread inlet X 3/4" male hose thread outlet,
Watts 8A _____ %

LOT D – P.V.C. PIPE & FITTINGS

- 1. SCH 40 PVC Fittings, all sizes 1/2" to 6" _____ %
- 2. PVC couplings, compression, dresser style, used on
galvanized or plastic pipe, size: 3/4" to 2" _____ %

Company Name

**ITEM
NO. DESCRIPTION**

**%DISCOUNT OFF
SUBMITTED PRICE LIST**

LOT D – P.V.C. PIPE & FITTINGS (continued)

- | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 3. | PVC socket flange SCH80, van stone style,
size: 3" to 12" | _____ % |
| 4. | PVC true union ball valve, SXS/TXT, Spears #2339,
Viton O Ring, size: 1/2" to 4" | _____ % |
| 5. | SCH80 PVC Fittings: all sizes, all types 3/8" to 4" | _____ % |
| 6. | Blue and Purple poly with virgin poly core,
polyethylene tubing size: 3/4" to 2",
length: 100 and 300 foot rolls, ENDOT
or approved equal | _____ % |
| 7. | PVC pipe, white and purple, SCH 40, size: 1/2" to 6" | _____ % |
| 8. | C900 PVC solvent weld caps size: 4" to 6" | _____ % |

LOT E – MISCELLANEOUS ITEMS

- | | | |
|-----|-----------------------------------------------------------------------------------------------|---------|
| 1. | Mechanical joint T bolt, shoulder bolt, offset eyebolts | _____ % |
| 2. | Gate valve wrench, adjustable 4ft. to 8ft., square shaft,
1" tubular handle for 2" OP nut | _____ % |
| 3. | Gate valve wrench, for 2" wheel turn valve, adjustable
4ft. to 8ft. square shaft fork type | _____ % |
| 4. | Curb stop wrench, 4ft. T-handle | _____ % |
| 5. | Meter wrench, 3/4" to 1 1/4", 9/16 slot, Reed #02290 or equal | _____ % |
| 6. | Hydrant wrench, 20" length, cadmium plated for lugs
and rocker style caps | _____ % |
| 7. | PVC pipe cutter, Rigid #RC-1625, 1/8"- 1 1/2" | _____ % |
| 8. | PVC cutter blade, Rigid #D-2056,
for Rigid Cutter #RC-1625 | _____ % |
| 9. | 3/4" FGHT-X-3/4" FIPT adapter | _____ % |
| 10. | 1/2" & 3/4" hose bibb, Heavy Pattern | _____ % |

Company Name

**ITEM
NO. DESCRIPTION**

**%DISCOUNT OFF
SUBMITTED PRICE LIST**

LOT E – MISCELLANEOUS ITEMS (continued)

11.	PVC cement- Oatey, Rain-R-Shine, pint	_____ %
12.	PVC cleaner- Oatey, All Purpose Primer, pint	_____ %
13.	Pipe thread sealant, Oatey Great White, pint	_____ %
14.	Outside Diameter tape 6ft.	_____ %
15.	Ratchet box wrench, 1 ¼"-1 1/16", Reed #L2017	_____ %
16.	Ratchet box wrench ¾" – 7/8" Reed #LHM 2275	_____ %
17.	Union Razorback 30-359 single blade axe	_____ %
18.	Union 77-425 24" outdoor push broom	_____ %
19.	Union Razorback 63-141 garden rake	_____ %
20.	Union Razorback 64-461 poly leaf rake	_____ %
21.	Union Razorback 44-101 square blade shovel	_____ %
22.	Union Razorback 45-519 round point shovel	_____ %
23.	Union Razorback 99-320 8" tamper w/handle	_____ %
24.	Union 44-130 floral shovel	_____ %
25.	Valve Collar w/brass tag, #Hubbell PH18180900501, W/9 ½" hole centered, 3" brass tag in corner	_____ %
26.	Purple Valve Collar w/brass tag #Hubbell PH2020111500 20" X 20" X 4" w/10 ½" square hole centered, 3" brass tag In corner marked "Reclaim Water"	_____ %
27.	EBBA 4" to 48" 2100 ESS16 Megaflange adapter w/316 SS hardware	_____ %
28.	Pipe Ductile Iron Flange X Flange, Flange X Plain End, cement lined, various lengths 4" to 12" class 350	_____ %

Company Name

**ITEM
NO. DESCRIPTION**

**%DISCOUNT OFF
SUBMITTED PRICE LIST**

LOT E – MISCELLANEOUS ITEMS (continued)

- | | | |
|-----|---------------------------------------------------------------------------------|---------|
| 29. | Fittings Ductile Iron Flange X Flange Fusion Bonded Epoxy, All styles 4” to 12” | _____ % |
| 30. | Aervoe Upside Down Survey Paint, All Colors | _____ % |

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County’s bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company’s standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County’s bid.

Delivery shall be in accordance with Special Terms and Conditions number 6.

Inquiries regarding this Invitation for Bids may be directed to Jim Schell, Senior Purchasing Agent, at Jim.Schell@ocfl.net

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-Contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Certificate of Competency and License, per Special Terms and Conditions.
- D. Completed attached reference documentation.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person:	_____
Telephone Number:	_____ Cell Phone Number: _____
Residence Telephone Number:	_____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

_____ (Signature)	_____ (Date)
----------------------	-----------------

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

REFERENCES

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Date Services Completed: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Date Services Completed: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Date Services Completed: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

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 employees 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, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, 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, any violation of Florida Statute 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 Paragraphs 1 thru 5.

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y14-1030-JS

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- [] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- [] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y14-1030-JS

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y14-1030-JS, WATER PIPES, VALVES AND FITTINGS**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ **YES** ___ **NO**

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the

matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State
of _____
My Commission
Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 ND FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

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EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.