

Issue Date: November 25, 2015

INVITATION FOR BIDS #Y16-171-PD

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:

**Operation and Service of Small Water and Waste Water Plants
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), Thursday, December 10, 2015**, 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>

A **Non-Mandatory Pre-Bid Conference** will be held on **Thursday, December 3, 2015, 2:00 P.M.**, located at **Orange County Facilities Management Training Room, 2010 East Michigan Street Orlando Florida 32806**. Attendance is not mandatory but is encouraged.

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 Perry Davis, Senior Purchasing Agent at Perry.Davis@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 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, thirty (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. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Perry.Davis@ocfl.net, no later than 5:00 PM Friday, December 4, 2015 to the attention of Perry Davis, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

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 Manager, Procurement Division 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 Manager, Procurement Division 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. **NO BID**

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

6. **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.

7. **LEGAL REQUIREMENTS**

All applicable Federal and State laws 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.

8. **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.

9. 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.

10. 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.

11. 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 upon notice of intended action, whichever is sooner.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

20. 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".

21. CONFLICT OF INTEREST FORM

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

22. 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 identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder 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 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 identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

23. 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.

24. 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.

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are 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.

26. ASSISTANCE WITH SCOPE OF WORK/SERVICES

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 services 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 services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

34. 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.

35. 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, e-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.

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

37. 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.

38. 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 Invitation for Bids and the responses thereto are in the public domain. Bidders 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**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE

All interested parties are invited to attend a **Non-Mandatory Pre-Bid Conference on Thursday, December 3, 2015, 2:00 P.M located at the Orange County Facilities Management Training Room 2010 East Michigan Street Orlando, Florida 32806.**

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

2. 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. Proof for Bidder's qualification to perform services under this contract. Bidder shall submit copies of relevant license (s) and certification (s) as required by the State of Florida (Plant Operator must have Class A Operator License. Technician must have Class B Operator License or Class C Operator License with a minimum of three (3) years experience).
- B. Proof that the company has been in business providing similar services and has maintained a business address under current business name continually for at least the previous five (5) years. Proof may be in the form of business tax receipts, current Occupational License from a county or municipality in the State of Florida, or any other incorporation document that demonstrates that this requirement is met.
- C. List and provide a brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets. A minimum of three (3) commercial references must be provided.

The Bidder shall list any contract(s) cancelled/terminated in the State of Florida in the last two (2) years, and include a brief description of the reason for the action. Also, provide name, address, email address and phone numbers of applicable contact persons involved in the cancellation/termination.

- D. Provide a description of equipment and facilities available to do the work. Include a description of the bidder's manpower and equipment resources available to service the County's account, including the possibility of multiple concurrent projects with bid response.

- E. List of personnel, by name and title, contemplated to perform the work under this contract. Include copies of relevant training received or provided by the Contractor in addition to all appropriate state licenses.

Technicians assigned to this contract shall have a minimum of three (3) years' experience performing similar work. Supervisors shall have a minimum of five (5) years' experience.
- F. Comprehensive resumes from all personnel expected to perform services under the contract and management staff. Resumes must be detailed with years of applicable experience.
- G. A copy of quality control procedures including protocol for the analysis of the water treatment at each location listed.
- H. An emergency response plan and procedures relating to accidental spillage and related cleanup of water treatment chemicals, or sewage. Contractor shall be centrally located with the ability to respond to emergencies by arriving on-site within two (2) hours of notification.
- I. A detailed description of the training program given to all employees. Training records of all employees must be made available to the County's Representative upon request.

By submittal of a bid, the Bidder agrees that the County shall make the sole determination as to whether or not sufficient experience and expertise exist and the Bidder's protocol is sufficient to achieve the desired results.

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.

3. LICENSES AND PERMITS

Prior to furnishing the requested 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 all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

4. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

5. **AWARD**

Award shall be made on an "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible Bidder.

6. **POST AWARD MEETING**

Within **seven** (7) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

7. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **as specified upon** receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **one (1)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

8. **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 services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. 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 Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific

plan to resolve the deficiencies within ten (10) calendar 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 services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar 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.**

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Any good delivered under a contract resulting from this bid shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

11. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

12. PAYMENT

Partial payments for the value of services rendered 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 services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Facilities Management Division
Fiscal Office
Internal Operations Center II, 5th Floor
400 East South Street
Orlando Florida
Phone (407) 836-9300

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.

13. DEBRIS

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

14. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

15. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles

the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business

days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

16. 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 one (1) year. 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/purchase 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.

17. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (1 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments

shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

18. 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**

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran 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**

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

19. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

20. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the services listed on the Bid Response Form.

21. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

22. 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.

23. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of 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 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. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

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

SCOPE OF SERVICES

1. GENERAL

The awarded Contractor shall provide small water treatment and wastewater treatment plant services for various sites throughout the Orange County. The Contractor shall be responsible for all materials, labor, and supervision necessary to provide these services for the locations identified in the bid documents.

Contractor shall provide licensed operators, tools, equipment, chemicals, testing, training, consulting, and technical services in support of the operation and maintenance of small water treatment plants/systems, well water systems, wastewater treatment plants, and lift stations at Orange County Government Facilities.

A. Hours of Performance

1. Standard Hours: Standard working hours are Monday through Friday, 6:00 AM to 6:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-Standard working hours are other than Monday through Friday, 6:00 AM to 6:00 PM, weekends, and Orange County holidays.
3. Emergency Hours: Contractor shall be available to respond to emergencies twenty-four (24) hours per day, seven (7) days per week, including Federal and Orange County Holidays.

The Contractor shall provide a 24-hour point of contact for non-standard working hours.

2. STAFFING

- A. The Contractor shall maintain sole responsibility for the actions of its employees and Sub-contractors.
- B. The Contractor shall identify a lead person or supervisor with whom the County's Representative may consult regarding contract performance throughout the entire contract period to ensure their work will not conflict with the County's normal operations.

The Contractor shall immediately notify the County Representative if a supervisor or contact person is replaced. The name and telephone number of the replacement supervisor or contact person shall be provided at that time.

- C. All personnel provided by the Contractor, whether employees of the Contractor or Sub-contractors, shall be competent, experienced, and able to perform all services as required under this contract.

Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.

- D. Employees of the Contractor (including Subcontractors) assigned to this contract shall have a minimum of three (3) years' experience performing similar work.
- E. New employees brought in after contract award shall follow the same requirements for the life of the contract.
- F. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason.
- G. Effective communication with the County staff is required to perform work under this contract. Therefore, Contractor shall ensure supervisors and points of contact are able to read, write, and speak English fluently.
- H. The Contractor shall ensure that all employees are clean, neat, and appropriately attired during the performance of the services. The Contractor shall ensure that all employees are properly dressed with a uniform shirt displaying the company name/logo. Employees shall wear long pants and close-toe, slip resistant shoes (open-toed shoes are not permitted).
- I. All onsite personnel employed by the Contractor shall conduct themselves in a professional, business-like manner. Such personnel shall not, by word of mouth or deed, express themselves in such a manner as would be construed as conduct being obscene, harassing or offensive by a reasonable, sensitive person. Any such conduct shall be cause for removal from the facility.
- J. All Contractor personnel, including subcontractors, shall identify themselves at the appropriate administrative office upon arrival on site and prior to beginning work and upon completion of work and leaving site.
- K. Photo ID badge shall be displayed on the front of Contractor's and Sub-contractor's personnel uniform shirts at all times when on County property.

3. PERFORMANCE

- A. The Contractor shall conform to all Federal, State, City, and Orange County standards and regulations during the performance of the contract. Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site and shall constitute cause for immediate termination of the contract.

Any fines levied due to inadequacies or failure to comply with any and all requirements by Contractor's personnel and Sub-contractors shall be the sole responsibility of the Contractor.

B. All workmanship shall meet the standards specified herein, and be accomplished in accordance with approved and accepted standards of the; (1) industry, (2) equipment manufacturer, and (4) applicable building and safety codes. This includes but is not limited to:

- Florida Department of Environmental Protection (DEP)
- Department of Health (DOH)
- American Water Works Association (AWWA)

It is the responsibility of the Contractor to obtain the latest version of said documents.

C. The Contractor shall keep County staff informed of changes in laws, rules, guidelines, and requirements that could impact scope of services under this contract. Should changes occur, Contractor shall immediately notify the Contract Administrator.

D. All services required under this contract shall be performed by the Contractor or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.

E. The County Representative, with advisement of the Contract Administrator, may request the Contractor remove any Supervisor if it is determined that services are not being performed in accordance with the terms and conditions of this contract.

F. Any damage to County facilities or property due to the services performed by the Contractor's personnel or Sub-contractor shall be the responsibility of the Contractor.

G. Work shall be scheduled to provide the least inconvenience to building occupants and visitors. All service visits shall be coordinated with the District Representative. The Contractor shall follow the directives of County Representative with respect to scheduling services and any deliveries under this contract.

H. Services not performed in accordance to the content of this contract shall be considered unsatisfactory and unacceptable. Unsatisfactory or non-performance occurrences includes but it not limited to:

1. Services at a site were not performed in strict accordance with performance specifications and standards or not performed at the specified frequency.
2. Services were not performed within the scheduled hours.
3. Worksite was not safely secured when leaving at the end of a work shift or any other breach in security.

4. Failure to provide adequate staffing to meet the operational needs of the contract.
- I. In the event of non-performance or unsatisfactory performance by the Contractor, or employees of (including subcontractors), the County's Representative shall have the right to exercise one of the following options:
 1. Notify the Contractor of non-performance/unsatisfactory performance and allow Contractor to correct such item of non-performance/unsatisfactory performance within a twenty-four (24) hour timeframe. Although the timeframe for making corrections may occur outside of the Contractor's normal working hours, the Contractor will not receive any further compensation.
 2. The Contract Administrator may request the Contractor remove any Supervisor or employee if it is a personnel related issue.
 3. The County reserves the right to correct any item of non-performance/unsatisfactory performance by any means it deems necessary to ensure the effective operation of the County's facilities. Costs incurred by the County for the correction using County employees will be deducted from payments made to the Contractor. If another Contractor is used to correct the item, that cost will be deducted at the rate charged by the requested Contractor.
- J. The County's Representative will notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Procurement Division, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

4. SAFETY

- A. The Contractor shall provide and ensure that all personnel providing services under this contract are in compliance with applicable laws, standards, and health and safety requirements of the industry to include by not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - Orange County Safety & Health Manual.The manual can be accessed online at:
<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>
- B. The Contractor shall immediately report to the County Representative the issues which may affect the safety of Orange County personnel or the public.
- C. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

- D. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. **The Contractor's Safety Plan shall be submitted to the County Representative for review and approval within ten (10) business days following contract award.**
- E. The County Representative will review the Safety Plan and provide comments to the Contractor within five (5) business days following receipt of the plan. The Contractor shall finalize the Safety Plan within five (5) business days following receipt of the comments.
- F. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, shoes, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- G. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the County's premises.
- H. Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.

5. SECURITY AND IDENTIFICATION

Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. All costs for background investigations shall be Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.

Background checks and additional security requirements are address in detailed in the **Scope of Service, Supplemental Information**. The Contractor is responsible for reading, understanding, and application of all contract terms.

6. TRAVEL AND PARKING

- A. The Contractor shall be responsible for all of its travel and per diem costs to and from the various County facilities. Travel time shall not be included when quoting and or invoicing for as-needed or emergency repairs and will not be compensated by the County under any circumstances. Chargeable hours for repairs start when arriving at site.

- B. The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of Contractor.

7. WORK REQUIREMENTS

The Contractor shall provide all necessary tools, material, labor, equipment, and supplies to perform services under this contact.

- A. The Contractor shall perform all required operation, maintenance, water treatment, and tests on existing equipment in an "as is" condition at the time of contract execution.
- B. The Contractor shall inspect all pumping, storage, water treatment equipment, and tanks. Documentation of the results of these inspections and any recommendations for treatment changes or changes to the operation of equipment shall be submitted to the County in detail. Contractor shall make no changes without the County's written approval.
- C. The County shall make inspections and conduct testing as deemed necessary to ensure that the specifications of this contract are being fulfilled.
- D. The Contractor shall submit in writing to the Facilities Management District Maintenance Supervisor or designated representative a complete schedule of projected work, specifying when work shall be performed for all locations within two (2) weeks of receiving a delivery order authorizing the work. The Contractor shall provide a minimum thirty (30) days written notice for any change in the projected work schedule.

Storm Tracker – Precautionary Boil Water Notices (PBWN)

- E. The Contractor shall be responsible for coordination of notifications through the Storm Tracker system. If the Storm Tracker system is activated at the time of an impending storm, the Contractor shall post the County's drinking water facility seven-digit PWS ID numbers and wastewater facility ID numbers in Storm Tracker. At the conclusion of the storm event, the Contractor shall promptly and correctly enter the status of the posted facilities in Storm Tracker.
- F. The Contractor shall be responsible for the completion and appropriate notifications associated with PBWNs for hurricanes, tropical storms, power outages, or other unforeseen emergencies at affected sites under this contract. Notices shall be issued per the requirements of the Florida Department of Environmental Protection (DEP) and the Florida Department of Health (FOH). Contractor shall obtain and follow the latest requirement of the DEP and FOH.

- G. Upon such an occurrence, the Contractor shall contact the DEP or the DOH on behalf of Orange County, and send notice of events to all residents in affected areas. The Contractor shall comply with all State requirements as needed. The Contractor shall issue all notices as required, using an appropriate notice with regard to precautionary boiling of water from affected systems. Content and delivery of PBWNs shall be per DOH requirements.
- H. The Contractor shall rescind notices per DOH and DEP requirements.
- I. The Contractor shall be responsible for said notices and documentation for the following locations:
 - 1. Fire Station 86
 - 2. Fire Station 84
 - 3. Levo (Cat School)
 - 4. Trimble Park
 - 5. Zellwood Highway Maintenance
 - 6. Bithlo Highway Maintenance
 - 7. Fire Station 28
 - 8. Ft. Christmas Park
 - 9. Camp Joy
 - 10. Bithlo Community Center
- J. The Contractor shall be responsible for completing the malfunctions report, per requirement of the DEP for the Moss Park site.

8. SPECIFICATIONS: SMALL WATER TREATMENT, AND WASTEWATER TREATMENT PLANTS

- A. **WATER TREATMENT SYSTEMS: FIRE STATION 28, 84 AND 86, ZELLWOOD HIGHWAY MAINTENANCE, BITHLO HIGHWAY MAINTENANCE, LEVO (CAT SCHOOL), TRIMBLE PARK, FORT CHRISTMAS PARK, CAMP JOY, AND TIBET BUTLER**

FIRE STATIONS 28, 84, 86, ZELLWOOD HIGHWAY MAINTENANCE, AND BITHLO HIGHWAY MAINTENANCE

- 1. Once Weekly Checks and Activities
 - a. Record water usage meter reading.
 - b. Inspect chlorine injector.
 - c. Clean chlorine solution tank, pump, and injector.
 - d. Add NSF approved chlorine solution (sodium hypochlorite) and dilution water to chlorine.
 - e. Adjust chlorinator to obtain a free c12 residual of 0.5 to 1.0 ppm at discharge of chlorine reaction tank.
 - f. Adjust chlorine solution tank concentration to prevent from going empty between preventative maintenance service calls.

2. Monthly Checks and Activities

- a. Check with building or park staff to determine if water quality and pressure is adequate.
- b. Adjust filter tank backwash cycle for most efficient setting.
- c. Flush sludge from bottom of chlorine reaction tank.
- d. Replace any damaged/cracked chemical feed hoses, and tubing.
- e. Adjust air level in hydro-pneumatic tank to proper pressure and water level.
- f. Check well pumps pressure switch contacts. Clean contacts if necessary.
- g. If air compressor is installed, inspect controller contacts, clean if necessary, and verify proper operation.
- h. Adjust well pump pressure switch to maintain adequate building water pressure.
- i. If flow meter is installed, functionally check flow meters, and record readings in maintenance log.
- j. Clean dust, and dirt from equipment.
- k. Check equipment for rust, loose supports, and any other condition that may cause equipment degradation. Submit quote for repair to Facilities Management District Office.
- l. Adjust high service pump, and check valve-packing gland.
- m. Inspect softener brine tank and remove insects, frogs, and debris.
- n. Clean ground storage tank aerator.
- o. Add lubricant to rotating equipment.
- p. Sweep plants, and empty all trash cans.
- q. Replace/repair non-functioning indicator lamps.

3. Semi-Annual (Twice per Year) Checks and Activities

- a. Flush building piping to remove debris.

4. Daily (365 Calendar Days per year) Checks and Activities – Fire Station 84 and Fire Station 86

- a. Check chlorine pump and tubing for leaks and blockage. Notify the Orange County Fire Rescue Department if repair is needed.
- b. Check free and combined chlorine residual at P.O.E. to distribution system.
- c. Check free and combined chlorine residual in remote distribution tests location. Adjust chlorine to maintain acceptable applicable value per Health Department regulations.

5. Location and Technical Information of Water Treatment Systems

(All sampling requirements are per Florida Department Of Environmental Protection rule 62-550 F.A.C.)

- a. Fire Station 28 – Clarcona
3250 Clarcona Rd.
Apopka, FL 32703
Maximo # - 9301.01
 - i. Regulatory agent: Orange County Health Department
 - ii. Storage tank capacity (gallons): 120+ Bladder tanks
 - iii. Required visit: Once Weekly
 - iv. Sampling requirements: Bacteriological: one from well, one from distribution system quarterly, Nitrate: sample every five years, Lead: sample every five years.

- b. Fire Station 84 – Fort Christmas
1221 N. Ft. Christmas Rd.
Christmas, FL 32709
Maximo # - 9253.01
 - i. Regulatory agent: Orange County Health Department
 - ii. Storage tank capacity (gallons): 1,000
 - iii. Required visit: Once Daily
 - iv. Sampling requirements: Bacteriologicals: one from well, one from distribution system quarterly, Nitrate: sample every five years, lead sample every five years.

- c. Fire Station 86 – Wedgefield
3202 Babbitt Ave.
Orlando, FL, 32833
Maximo # - 9254.01
 - i. Regulatory agent: Orange County Health Department
 - ii. Storage tank capacity (gallons): 500 + bladder tanks
 - iii. Required visit: Once Daily
 - iv. Sampling requirements: Bacteriologicals: one from well, one from distribution system quarterly, Nitrate: sample every five years, Lead; sample every five years.

- d. Zellwood Highway Maintenance
3400 Golden Gem Rd.
Apopka, FL 32712
Maximo # - 0024.01
 - i. Regulatory agent: Orange County Health Department
 - ii. Storage tank capacity (gallons): 81
 - iii. Required visit: Once Weekly
 - iv. Sampling requirements: Bacteriological: one from well, one from distribution system quarterly, Nitrate: sample every five years, Lead: every five years.

- e. Bithlo Highway Maintenance
18841 Old Cheney Hwy.
Orlando, FL 32820
Maximo # - 9354.01
 - i. Regulatory agent: Orange County Health Department
 - ii. Storage tank capacity (gallons): 500+ Bladder tanks
 - iii. Required visit: Once Weekly
 - iv. Sampling requirements: Bacteriological: one from well, one from distribution System quarterly, Nitrate: sample every five years, Lead; sample every five years.

B. LEVO (CAT SCHOOL), TRIMBLE PARK, FT. CHRISTMAS PARK, CAMP JOY, AND TIBET BUTLER

- 1. Twice Weekly (Two Site Visits per Calendar Week) Checks and Activities
 - a. Record water usage meter reading.
 - b. Inspect chlorine injector.
 - c. Clean chlorine solution tank, pump, and injector.
 - d. Add NSF approved chlorine solution (sodium hypochlorite) and dilution water to chlorine.
 - e. Adjust chlorinator to obtain a free c12 residual of 0.5 to 1.0 ppm at discharge of chlorine reaction tank.
 - f. Adjust chlorine solution tank concentration to prevent from going empty between preventative maintenance service calls.

- 2. Monthly Checks and Activities
 - a. Check with building or park staff to determine if water quality and pressure is adequate.
 - b. Adjust filter tank backwash cycle for most efficient setting.
 - c. Flush sludge from bottom of chlorine reaction tank.

- d. Replace any damaged/cracked chemical feed hoses, and tubing.
- e. Adjust air level in hydro-pneumatic tank to proper pressure and water level.
- f. Check well pumps pressure switch contacts. Clean contacts if necessary.
- g. If air compressor is installed, inspect controller contacts, clean if necessary, and verify proper operation.
- h. Adjust well pump pressure switch to maintain adequate building water pressure.
- i. If flow meter is installed, functionally check flow meters, and record readings in maintenance log.
- j. Clean dust, and dirt from equipment.
- k. Check equipment for rust, loose supports, and any other condition that may cause equipment degradation. Submit quote for repair to Facilities Management District Office.
- l. Adjust high service pump, and check valve-packing gland.
- m. Inspect softener brine tank and remove insects, frogs, and debris.
- n. Clean ground storage tank aerator.
- o. Add lubricant to rotating equipment.
- p. Sweep plants, and empty all trash cans.
- q. Replace/repair non-functioning indicator lamps.

3. Semi-Annual (Twice a Year) Checks and Activities

- a. Flush building piping to remove debris.

4. Location and Technical Information of Water Treatment Systems

(All sampling requirements are per Florida Department of Environmental Protection rule 62-550 F.A.C.)

- a. LEVO (CAT School)
6350 Wadsworth
Rd. Mt. Dora, FL
32757

Maximo # - 0026.01

- i. Regulatory agent: Florida Department of Environmental Protection
- ii. Storage tank capacity (gallons): 500
- iii. Required monitoring: Twice Weekly
- iv. Sampling requirements: Bacteriologicals: one from well, two from distribution system quarterly, Nitrate: +
- v. Nitrite once a year

- b. Trimble Park
5802 Trimble Park Rd.
Mt. Dora, FL 32757
Maximo # - 9213.01
 - i. Regulatory agent: Florida Department of Environmental Protection
 - ii. Storage tank capacity (gallons): 5,000
 - iii. Required visit: Twice Weekly
 - iv. Sampling requirements: Bacteriological: one from well, two from distribution system quarterly, Nitrite, Nitrate: sample every year,

- c. Ft. Christmas Park
1300 N. Ft. Christmas Road
Christmas, FL 32709
Maximo # - 9206.01
 - i. Regulatory agent: Florida Department of Environmental Protection
 - ii. Storage tank capacity (gallons): 2,000
 - iii. Required visit: Twice Weekly
 - iv. Sampling requirements: Bacteriological: one from well, two from distribution system quarterly, Nitrite, Nitrate; sample every year.

- d. Camp Joy
5303 Baptist Camp Road
Apopka, FL 32712
Maximo # - 9594.01
 - i. Regulatory agent: Florida Department of Environmental Health/Chapter
 - ii. Storage tank capacity (gallons): 120
 - iii. Required visit: Twice Weekly
 - iv. Sampling requirements: Bacteriological: one from well, two from distribution system quarterly, Nitrite, Nitrate: sample every year

- e. Tibet Butler Park
8777
S.R.
535
Orlando, FL 32836
Maximo # - 0003.01

- a. Regulatory agent: Florida Department of Environmental Health
- b. Storage tank capacity (gallons): 4,800
- c. Required visit: Twice Weekly
- d. Sampling requirements: Bacteriological: one from well, two from distribution system quarterly. Nitrite, Nitrate: sample every three years. Lead: sample every three years.

C. BITHLO COMMUNITY CENTER WATER TREATMENT PLANT

1. Daily (365 Calendar Days per year) Checks and Activities

- a. Check high service pump packing for excessive leakage, adjust as necessary.
- b. Check pump packing gland drain lines for blockage, clean as necessary.
- c. Check check-valve shaft packing for excessive leakage, adjust as necessary.
- d. Check chlorine pump and tubing for leaks and blockage. Notify Orange County Facilities Management East District Office if repair is needed.
- e. Check Hydropneumatic tank sight glass for leaks, report failure to Orange County Facilities Management East District Office.
- f. Check free and combined chlorine residual at P.O.E. to distribution system.
- g. Check free and combined chlorine residual in remote distribution tests location. Adjust chlorine to maintain acceptable applicable value per Department of Health regulations.
- h. Check system pressure. Adjust as necessary to maintain between 50 psig to 60 psig
- i. Check aerator screens for tears and damage
- j. Record pump run times
- k. Fill out DEP monthly report information in accordance with rule 62-550.700 F.A.C. Submit all logs and reports to Facilities Management East District Maintenance Office.
- l. Check floors for dirt and debris. Sweep as necessary
- m. Check motor control center for proper pump settings
- n. Check motor control center for burnt out light bulbs. Replace as necessary
- o. Check room lights for burnt out ceiling lights. Report failure to Orange County Facilities Management East District Office
- p. Check chlorine room exhaust fan for proper operation. Report failure to Orange County Facilities Management East District Office
- q. Check pump room exhaust for proper operation. Report

failure to Orange County Facilities Management East District Office

- r. Check perimeter fence. Report damage to Orange County Facilities Management East District Office
- s. Required to respond to chlorine auto-dialer request on a 24 hour 7 day a week basis

2. Weekly Checks and Activities

- a. Alternate high service pump staging sequence.
- b. Visually inspect control probes in sight glass tubes for algae or debris. Remove by blowing down the glass; notify Orange County Facilities Management East District Office of any problems.
- c. Empty trash cans as necessary.
- d. Check each high service pump for excessive vibration.

3. Monthly Checks and Activities

- a. Clean and disinfect aerator trays
- b. Flush distribution system piping
- c. Clean, calibrate, and replenish chemicals for Hatch Model #CL-17 Total Chlorine Analyzer.

4. Semi-Annual (Twice a year) Checks

- a. Drain and clean ground storage tank through gravity drain.
- b. Drain and clean hydropneumatic tank through gravity drain.

5. Annual (One a Year) Checks and Activities

- a. "Ohm" all well and service pump motors. Record readings in maintenance log
- b. Check calibration of pressure gauges. Record readings in maintenance log
- c. Check calibration of pressure transducers. Record readings in maintenance log
- d. Check pressure at building and tanks. Record in maintenance log

6. Location and Technical Information of the Bithlo Community Center Water Treatment Plant

- a. Bithlo Community Center Water Treatment Plant
18501 East Washington Ave.
Orlando, FL 32820
Maximo # - 0019.01

- i. Regulatory agent: Florida Department of Environmental Protection
- ii. Storage tank capacity (gallons): 150,000
- iii. Sampling requirements: Bacteriologicals: one from well, two from distribution system monthly, Nitrite, Nitrate: sample every year.

D. MOSS PARK WASTEWATER TREATMENT PLANTS

1. Operations and Maintenance Requirements

- a. Maintain operation and maintenance logs for each plant on site in a location accessible to 24-hour inspection, protected from weather damage and current to the last operation and maintenance performed. Logs shall be maintained in hard bound books with consecutive page numbering and contain a minimum of three (3) months of data at all times. Alternative logs or partial electronic logging are acceptable if approved by the appropriate Department district office or the local regulatory agency. The logs shall contain:
 - i. Identification of the plant.
 - ii. The signature and license number of the operator and the signature of the persons making any entries.
 - iii. Date and time in and out.
 - iv. Specific operation and maintenance activities.
 - v. Tests performed and samples taken, unless documented on a laboratory sheet, and any repairs made.
 - vi. Performance of preventive maintenance and repairs or requests for repair of the equipment.
- b. Clean bar screen on influent raw and dispose of rags/debris in a covered bucket, when debris has dried, empty container into an on-site dumpster.
- c. Hose aeration walls and diffusers.
- d. Rotate blowers weekly if an alternating relay is not installed. Show entry in logbook that it was done.
- e. Check lift station 3 times per week. See lift station maintenance procedures in paragraph 2.
- f. Clean stilling well(s) each visit. Net scum, grease out, and dispose of this into a bucket. Same as raw bar screen.
- g. Scrub and clean effluent weirs. Keep free of algae.
- h. Calibrate flow meter/hour meters annually.
- i. Make sure grounds are kept clean.
- j. Rotate ponds every other week. If vegetation becomes excessive, notify Orange County Facilities Management East District Office.
- k. Keep Chlorine Barrels full. Keep Chlorine sticks

containers full.

- l. Always maintain a 0.5 total chlorine residual at all times unless the facilities permit states otherwise.
- m. Emergency Services operations specialist shall be on call 24 hours a day to handle emergency needs.
- n. Perform blower preventative maintenance on a quarterly basis to include air filters, belts, grease, and oil in accordance with manufacturer recommendation.
- o. Spray herbicide on percolation pond berm every two weeks, if needed.
- p. "Ohm" all motors over one horsepower annually. Record results in O & M logbook.

2. Lift Stations Monthly Checks

- a. Record amount of floating scum in O & M Logbook kept at individual lift stations and dispose in approved, legal manner as needed.
- b. Check operation of floats and high level alarm.
- c. Clean any excessive grease and debris on floats.
- d. Check amp draw and check voltage for tripped breakers.
- e. Check the incoming power to ensure proper voltage.
- f. Turn pumps on manually and check each pump lead current.
- g. When checking lift stations, check scum buildup. If buildup is present, notify Orange Facilities Management East District Office to arrange cleaning via vactor or pump truck.

3. Location and Technical Information of the Moss Park Wastewater Plant

- a. Moss Park Wastewater Treatment Plant
12901 Moss Park Rd
Orlando, FL 32832
Maximo # - 9203.01
 - i. Regulatory agent: Florida Department of Environmental Protection/F.A.C., CH. 62-601, 62-610, 62-620.
 - ii. System Capacity: 20,000 Gallons per day.
 - iii. Required monitoring: 5 visits per calendar week
 - iv. Sampling requirements: Carbonaceous BOD, Nutrients, Total Suspended Solids: Monthly, Fecal Coliform: Monthly, Total Residual Chlorine: Monthly

9. REPAIR SERVICES AND RESPONSE TIMES

The Contractor shall identify, log and report all necessary repairs to the County Representative within twenty-four (24) hours unless otherwise specified. The Contractor shall coordinate the delivery or services with the County's Representative or authorized designee.

A. EMERGENCY SERVICES

1. The Contractor shall provide emergency service/repairs twenty-four (24) hours per day, seven (7) days per week to include holidays.
2. In the event of an emergency, the Contractor shall be required to respond by visiting the site within two (2) hours after notification by the County for emergency work request. Depending on the type of emergency Contractor may need to be onsite earlier. This need will be communicated by County Representative if necessary.
3. Emergency work/repair shall be corrected immediately, with the verbal authorization (Emergency Field Directive) from an authorized County Representative.
4. When an emergency is deemed to have existed, written authorization of the work order shall be submitted within twenty-four (24) hours during the week. If the emergency occurred during the weekend or holiday, written authorization shall be submitted on the first workday after completion of the emergency service work/repair. Failure to obtain written authorization may result in denial of payment.
5. Completed invoice, along with service ticket, and back-up documentation shall be submitted with twenty-four (24) hours.

B. ROUTINE AND ON-CALL NON-EMERGENCY SERVICES

1. For non-emergency service/repairs, unless already onsite, the Contractor shall respond by visiting the work site within twenty-four (24) hours after notification (unless otherwise mutually agreed upon by from the County Representative and Contractor) to assess the extent of the service requirements and mutually agree to the types and quantities of items required for the work.
2. The County Representative and the Contractor shall mutually agree on scheduling for the work to be completed. The County will have the final say on scheduling of repairs.
3. Estimated pricing shall be according to the contract bid item sheet. Estimate shall be itemized to include estimated number of hours for labor and unit price(s) for material.

4. The estimate provided by the Contractor shall be firm, no increases will be permitted unless unforeseen circumstances arise and the increase is approved by the County Representative.
5. The County reserves the right to enter into negotiations with the Contractor whenever it deems that negotiations will be in the best interest of the County. These negotiations may increase or decrease the original scope of work. Upon completion of negotiations, a new estimate shall be prepared by the Contractor and submitted to the County Representative for approval.
6. The Contractor shall not begin work until the County accepts the estimate and issues the Contractor a delivery order for the work.
7. The Contractor shall submit an invoice for services performed within forty-eight (48) hours of completion.

10. CHEMICAL USAGE

The Contractor shall warrant all chemicals used in the water/wastewater treatment program shall not endanger the health of the public or safety of persons coming into contact with the materials and will not damage personal or real property as long as usage instructions are followed.

The Contractor shall be responsible for the transportation and delivery of all water/wastewater treatment chemicals provide under this contract.

Chemicals may be stored on-site with County's written approval in the appropriate containers that meet EPA, OSHA, DOT, and any State or local regulation. Contractor shall ensure storage containers meet all applicable requirements. All water treatment chemicals shall be transported by the Contractor and be clearly identified with all signage required by law.

Contractor shall provide Material Safety Data Sheet (MSDS) for all chemicals used in performance of Contract related activities in accordance with contract Special Terms and Condition, Compliance with Occupational Safety and Health. MSDS forms shall accompany all material stored on-site any Orange County facilities.

The Contractor shall be responsible for meeting and/or exceeding all EPA regulations and any state or local regulation concerning the environment. This shall include the use, handling, transportation, spillage, disposal, and manifestation required by any governmental agencies concerning the contractors' chemicals to and from Orange County. The Contractor shall stay informed and follow any present environmental regulations concerning the use, handling,

transportation, spillage, disposal, or manifestation during the contract period.

The Contractor shall be responsible for the timely and accurate completion of all documentation required by any regulatory agency with oversight of sites under this contract.

The Contractor shall not subcontract any of the work or services to be performed other than the required independent laboratory reports.

11. KEY CONTROL AND BUILDING ACCESS CONTROL

The Contractor shall adequately secure all keys, electronic devices, access control cards, entry devices, and codes provided by the County for each site. Each set of keys will be permanently secured and numbered to eliminate the removal or addition of keys.

NOTE: Managers and Supervisors of the Contractor are permitted to keep keys off site if approved by the Contract Administrator. All costs associated with the loss of keys or electronic key devices shall be the responsibility of the Contractor. These costs will include materials, labor, and costs associated with replacement of keys, locks, lock mechanisms, lock cores, or related materials; and additional labor costs incurred by the County to provide security services to the site in question until locking systems are restored. The Contractor shall be charged \$10.00 (or the current rate of keys at time of replacement) for each replacement electronic access card.

An annual inventory of all keys, electronic devices, access control cards, and entry devices assigned to the Contractor shall be performed at the time of contract renewals (60-90 days prior to the contract renewal date). If there are keys or devices not accounted for at the time of this inventory, the Contractor shall be held accountable for any costs associated with those lost devices/keys at current rate.

Upon completion or termination of the contract, all keys and electronic key devices shall be returned to the Contract Administrator. If the Contractor is unable to return any keys or electronic key devices at the end of the contract for any reason, the Contractor shall be liable for all costs associated with the rekeying or replacement of locking systems. Any payments pending and due the Contractor will be withheld until all keys and/or electronic key devices are accounted for and/or until all costs associated with rekeying or replacement of locking systems have been reimbursed to the County by the Contractor.

12. INVOICING REQUIREMENTS

- A. Upon delivery and acceptance of service, associated cost shall be submitted by invoice to the appropriate County Department along with back-up documentation. The Contractor shall reference the contract number and the appropriate purchase or delivery order number on all invoices.

At minimum, an invoice shall contain the following information:

- Purchase/Delivery order number;
 - Date of order (if possible);
 - Date of service;
 - Labor shall be rounded up/down to the nearest half hour.
 - Itemized list of materials or services rendered;
 - ❖ Quantities, prices, (both unit price and total), terms and any other charges contained in the delivery or purchase order;
 - Destination of delivery/ service location
 - Applicable sales tax should be listed separately
 - Markdown/mark-ups shall be listed as a line item on the invoice.
 - Approved shipping charges should be listed separately from the materials and supplies.
- B. Preventative maintenance, non-emergency/routine services, and emergency services shall be invoiced separately. Invoices shall itemize labor and parts cost per contract pricing.
- C. The Contractor shall provide a copy of the service ticket with the invoice for verification of actual labor hours and parts used on the job. Contractor shall submit complete documentation to include the name of the County Representative who requested the work, and confirmation that the work was completed.
- D. Markups or markdowns shall be applied only to price for parts. Price for parts shall not include sales tax and shipping charges in the calculation for markups and markdowns.
- E. The County will review invoices for required information. The County will have the authority to reject invoices based on improper invoice format.
- F. The Contractor shall not invoice the County for any repairs not accepted by the County. Should the County received such invoices, they will be rejected.

SCOPE OF SERVICES SUPPLEMENTAL INFORMATION

1. SECURITY AND IDENTIFICATION

- A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:
1. For all Contractor's staff that will be working at other Orange County facilities – a Criminal History Check, conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the contractor), is required. Contact Bruce.Heffelbower@ocfl.net for specifics before completing the check.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results.

Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.

- C. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said

employee's Orange County photo I.D. badge to the Facilities Management Division Contract Administrator.

- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee.

The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.

- G. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- I. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
- J. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on County premises.
- K. Access to a site shall be coordinated through the County's Representative.
- L. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo ID badge will be inventoried by the Facilities Management Division Contract Administrator. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$25.00 fee per each missing ID badge.

**BID RESPONSE FORM
IFB #Y16-171-PD**

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

LOT 1 – FACILITIES MANAGEMENT

ITEM NO.	<u>LOCATION</u>	COST PER <u>MONTH</u>	ANNUAL <u>QUANTITY</u>	TOTAL <u>ANNUAL BID</u>
1.	Zellwood Highway Maintenance Operation and Maintenance	\$ _____	X 12	\$ _____
2.	Bithlo Highway Maintenance Operation and Maintenance	\$ _____	X 12	\$ _____
3.	LEVO (CAT School) Operation and Maintenance	\$ _____	X 12	\$ _____
4.	Trimble Park Operation and Maintenance	\$ _____	X 12	\$ _____
5.	Ft Christmas Park Operation and Maintenance	\$ _____	X 12	\$ _____
6.	Camp Joy Operation and Maintenance	\$ _____	X 12	\$ _____
7.	Tibet Butler Park Operation and Maintenance	\$ _____	X 12	\$ _____
8.	Bithlo Community Center Operation and Maintenance	\$ _____	X 12	\$ _____
9.	Moss Park Operation and Maintenance	\$ _____	X 12	\$ _____

LOT 2 - FIRE RESCUE

ITEM NO.	LOCATION	UNIT COST PER MONTH	QUANTITY	ANNUAL BID
10.	Fire Station 28 Operation and Maintenance	\$ _____	x 12	\$ _____
11.	Fire Station 84 Operation and Maintenance	\$ _____	x 12	\$ _____
12.	Fire Station 86 Operation and Maintenance	\$ _____	x 12	\$ _____

LOT 3 – PARTS AND LABOR (LOTS 1 & 2)

ITEM NO.	LOCATION	UNIT COST PER MONTH	QUANTITY	ANNUAL BID
13.	Repairs (Standard Hours)	\$ _____ per hour	x 150	\$ _____
14.	Repairs (Non Standard Hours)	\$ _____ per hour	x 75	\$ _____
15.	Emergency Response (24 hours/7 days)	\$ _____ per hour	x 50	\$ _____
16.	Repair parts (Proof of purchase required.)	\$ _____ % markup x \$5,000.00 or \$ _____ % markdown x \$5,000.00 (choose one only)		\$ _____
17.	Unforeseen fees (Sales Tax, Permits, etc.) (Proof of parts purchased required with invoice)			<u>\$ 1,000.00</u>
TOTAL ANNUAL BID				\$ _____

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.

Performance shall be not later than seven (7) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Perry Davis, Senior Purchasing Agent, at Perry.Davis@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. 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: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

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 scope of work/services, 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 **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

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 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 services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

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. Y16-171-PD

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.Y16-171-PD

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.Y16-171-PD, Operation and Service of Small Water and Waste Water Plants**, 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 Bidder and shall be submitted to the Procurement Division by the Bidder.

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

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

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

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

IS THE BIDDER 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___

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 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: _____

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

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.