



**ORANGE COUNTY FLORIDA  
PROCUREMENT DIVISION**

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

**INVITATION FOR BIDS #Y19-1130-PD, OPERATION AND SERVICE OF SMALL  
WATER AND WASTE WATER PLANTS  
TERM CONTRACT**

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

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

**BID SUBMISSION DUE DATE:**

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, June 27, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

**PRE-BID CONFERENCE:**

A **Non-Mandatory Pre-Bid Conference** will be held on **Friday, June 7, 2019, 02:00 P.M.**, located at **Orange County Facilities, 2010 East Michigan Street, Orlando Florida 32806**. Attendance is not mandatory but is encouraged.

**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](mailto:Perry.Davis@ocfl.net).

**QUESTIONS:**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to [Perry.Davis@ocfl.net](mailto:Perry.Davis@ocfl.net), no later than 5:00 PM **Wednesday, June 12, 2019** to the attention of Perry Davis, Procurement Division, referencing the IFB number.

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**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

## 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 the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

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. **PRICE/DELIVERY**

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

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

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

4. **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.

5. **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.

6. **BRAND NAME OR EQUALS/DEVIATIONS**

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

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

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

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. **NO BID**

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

8. **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.

9. **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. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm 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.

10. **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 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 will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

**Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**

**If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

11. **GOVERNING LAW AND VENUE**

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

**12. JURY WAIVER**

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

**13. ATTORNEYS' FEES AND COSTS**

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**14. UNIFORM COMMERCIAL CODE**

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

**15. 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.

**16. 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 Orange County, Florida, or other specified funding source for this procurement.

**17. NON-DISCRIMINATION**

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, 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 and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.



3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

**18. 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.

**19. BID FORMS**

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

**20. 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 contacting 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.

**21. 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/LobbyingAtOrangeCounty.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 County 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.

**22. 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.

**23. 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.

**24. 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](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.

**25. DRUG-FREE WORKPLACE FORM**

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

**26. 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".

**27. CONFLICT OF INTEREST FORM**

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

**28. 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 Orange County, Florida. 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.

**29. 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**
- D. **Phone Number 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.

**30. 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.

**31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, 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.

**32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. NO REPRESENTATIONS**

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

**40. SEVERABILITY**

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties

negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**41. PRICING/AUDIT**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

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

**42. 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.

**43. 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.

**44. 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.

**45. 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 all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. 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.

**46. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders 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.

**47. FEDERAL REQUIREMENTS**

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;



- b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **48. SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:
  - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
  - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
  - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
  - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

**49. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

**Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net), 407-836-5897**

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

## **SPECIAL TERMS AND CONDITIONS**

### **1. LICENSES AND PERMITS**

- A. Bidders to be considered for contract award under this Invitation for Bids shall be either “registered” or “certified” by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Required licenses shall be in the Bidder’s name as it appears on the Bid Response Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to maintain and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, the Bidder shall provide copies of all applicable licenses.

### **2. 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.

### **3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

### **4. AWARD**

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

### **5. POST AWARD MEETING**

Within **ten (10)** days after receipt of notification of award of bid, Contractor shall meet with the County’s representative(s) to discuss job procedures and scheduling.

### **6. PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be no later than **ten (10)** calendar days from 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 **two (2)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

**7. FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding ten (10) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

**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 goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the 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.

**B. Termination for Convenience:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) 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**

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

Any good delivered under a contract resulting from this bid shall be accompanied by a Safety Data Sheet (SDS). The SDS 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 goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Administrative Services Fiscal and Operational Support  
Internal Operations Centre II  
400 East South Street, 5<sup>th</sup> Floor  
Orlando Florida 32801

Or  
Ordering Division or Department  
(As indicated on the Delivery Order)

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form
5. Rental Invoice

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. WARRANTY**

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

**14. DEBRIS**

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

**15. 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>



## 16. 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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://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 \$1,000,000 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 \$1,000,000 (one million 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 \$500,000 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

Additional Coverage:

- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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 Orange County, Florida.

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, Florida  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

**17. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- 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.

**18. PRICING**

The County requires a firm price for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

**19. 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 (3-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](http://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.

**20. METHOD OF ORDERING**

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

**21. ATTACHMENTS**

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

A. Regulatory and Technical Site Information

**22. 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 goods and 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 rent/sell/lease all goods and 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 goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**23. REQUIREMENTS CONTRACT**

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

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. 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 goods or services from other sources until the deficient performance has been cured or the contract terminated.**

**24. PERSONNEL**

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be

fully qualified and, if required, authorized or permitted under state and local law to perform such services.

- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**26. 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 Registered 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 prime 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 a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.**

**SECTION 3  
SPECIFICATIONS / SCOPE OF SERVICES**



## **SPECIFICATIONS / SCOPE OF SERVICES**

### **1. OVERVIEW**

The Contractor shall provide small water treatment and wastewater treatment plant services for various sites throughout 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.

#### **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, 6:01AM to 5:59 PM, weekends, and Orange County holidays.

### **2. STAFFING**

- A. The Contractor shall maintain sole responsibility for the actions of its employees and sub-contractors. All personnel provided by the Contractor shall be competent, experienced, and able to perform all services as required in this contract as assigned by the Contractor.
- B. The Contractor shall identify a lead person or supervisor with whom the County's contract administrator 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's contract administrator 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. The Contractor shall maintain the relevant license (s) and certification (s) as required by the State of Florida, Florida Administrative Code Rule 62-602 and 62-699.310. Supervisors must have Class A Operator License. Technicians must have a minimum Class C Operator License with a minimum of three (3) years' experience in water treatment systems operation and maintenance. New employees brought in after contract award shall follow the same requirements for the duration of the contract. At minimum, there shall be at least one (1) supervisor and two (2) technicians servicing the contract.
- D. The Contractor shall maintain with the County a list of personnel, by name and title to perform the scope specified herein. Employee listing shall include employee's full name, work title, years of experience, and license number Licenses are as required by the State of Florida Administrative Code Rule 62-699.310. Supervisors must have a class A Operators License. Technicians must

have a Class C Operator License. The list must be submitted within two (2) business days of contract award. A copy of the qualifying license shall be included for each employee on the list.

The Contractor must maintain this list for the life of the contract and provide any changes to the County within 24 hours of any revisions.

- E. Only the Contractor's employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason.
- F. Effective communication with the County staff is required to perform work under this contract. The Contractor shall ensure supervisors and points of contact are able to read, write, and speak English fluently.
- G. 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). A Contractor issued Photo ID badge shall be displayed on the front of Contractor's personnel uniform shirts at all times when on County property.
- H. 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. Any such conduct shall be cause for removal from the facility.

### **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; industry, equipment manufacturer, and applicable building and safety codes. This includes but is not limited to:

- Florida Administrative Code
- 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, the Contractor shall immediately notify the Contract Administrator in writing.
- D. Any damage to County facilities or property due to the services performed by the Contractor's personnel shall be the responsibility of the Contractor.
- E. Work shall be scheduled to provide the least inconvenience to the County, building occupants, and visitors. All service visits shall be coordinated with the designated County representative. The Contractor shall follow the directives of County representative with respect to scheduling services and any deliveries under this contract.
- F. Services not performed in accordance to the content of this contract shall be considered unsatisfactory and unacceptable. Unsatisfactory or non- performance occurrences includes but is 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.
- G. In the event of non-performance or unsatisfactory performance by the Contractor, or its employees (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. If the deficiency is corrected by County personnel, the rate to be deducted per hour of service shall be based on the contractor's contracted standard hourly rate.

- H. 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 REQUIREMENTS**

- 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. The 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.
- E. 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.
- F. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon request. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the County's premises.
- G. 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 TIME 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 preventative maintenance, 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**

- A. The Contractor shall not subcontract any of the work or services to be performed with the exception of the required independent laboratory reports and pre-approved by the County in writing.
- B. The Contractor shall be responsible all coordinating all services with the County.
- C. The Contractor shall provide all necessary tools, material, labor, equipment, and supplies to perform services under this contact.
- D. 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.
- E. The Contractor shall inspect all pumping, storage, water treatment equipment, and tanks. The Contractor shall not make any changes without the County's written approval.
  - 1) When work outside of the inspection and maintenance scope is discovered by the Contractor that affects the continued operation of the system, the technician shall contact the County representative immediately to obtain approval to correct repairs while on-site.
  - 2) For situations requiring repair which are not a threat to system operation, the Contractor shall notify the County representative prior leaving worksite. The Contractor shall submit a proposal to the County Representative to obtain approval to repair within twenty-four (24) hours.

Documentation of the results of all inspections, actions taken, and any recommendations for treatment changes or changes to the operation of equipment shall be submitted to the County in detail.

- F. For all sites under the contract, the Contractor shall maintain operation and maintenance (O&M) logs 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:
- 1) Identification of the location
  - 2) The signature and license number of the operator and the signature of the persons making any entries.
  - 3) Date and time in and out.
  - 4) Specific operation and maintenance activities.
  - 5) Tests performed and samples taken, unless documented on a laboratory sheet, and any repairs made.
  - 6) Performance of preventive maintenance and repairs or requests for repair of the equipment.
- G. The County shall perform inspections and conduct testing as deemed necessary to ensure that the specifications of this contract are being fulfilled.
- H. The Contractor shall submit a written project work schedule to the site 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.

8. **SPECIFICATIONS: OPERATION AND MAINTENANCE REQUIREMENTS FOR SMALL WATER TREATMENT AND WASTEWATER TREATMENT PLANTS**

All service in this section shall be performed at the frequencies on **Attachment A, Regulatory and Technical Site Information.**

**A. WATER TREATMENT SYSTEMS:**

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

2) **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 cl<sub>2</sub> 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.
- g) Check Ultra Violet (UV) disinfection bulb (must occur daily at the Bithlo Highway. Maintenance WTP).

3) **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 the appropriate office (Facilities Management District Office or Fire Rescue).
- l) Adjust high service pump, and check valve-packing gland.
- m) Inspect softener brine tank and remove insects, frogs, and debris.
- n) Check and replace salt in the brine tank every 8 weeks
- o) Exercise bypass and valves every 8 weeks
- p) Clean ground storage tank aerator.
- q) Add lubricant to rotating equipment.
- r) Sweep plants, and empty all trash cans.
- s) Replace/repair non-functioning indicator lamps.

4) **Semi-Annual (Twice per Year) Checks and Activities**

- a) Flush building piping to remove debris.

## **B. WATER TREATMENT PLANT (Bithlo Community Center)**

### **1) Daily Checks and Activities**

(365 Calendar Days per year)

- 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.
- e) Notify Orange County Facilities Management East District Office if repair is needed.
- f) Check Hydropneumatic tank sight glass for leaks, report failure to Orange County Facilities Management East District Office.
- g) Check combined chlorine residual at P.O.E. to distribution system.
- h) Check combined chlorine residual and monochloramine residual in remote distribution test locations. Adjust chlorine and ammonia feeds to maintain acceptable values per Department of Health regulations.
- i) Check operation of the automated blow off valve (located near the splash pad pavilion.)
- j) Check system pressure. Adjust as necessary to maintain between 50 psig to 60 psig.
- k) Check aerator screens for tears and damage.
- l) Record pump run times.
- m) 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.
- n) Check floors for dirt and debris. Sweep as necessary.
- o) Check motor control center for proper pump settings.
- p) Check motor control center for burnt out light bulbs.
- q) Replace as necessary.
- r) Check room lights for burned out ceiling lights. Report failure to Orange County Facilities Management East District Office.
- s) Check chlorine room exhaust fan for proper operation.
- t) Report failure to Orange County Facilities Management East District Office.
- u) Check pump room exhaust for proper operation. Report failure to Orange County Facilities Management East District Office.
- v) Check perimeter fence. Report damage to Orange County Facilities Management East District Office.
- w) 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 HF Scientific Inc., Model CLX 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.
  - e) Record in maintenance log

**C. WASTEWATER TREATMENT PLANT (Moss Park)**

1) **Operations and Maintenance Requirements**

- a) 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.
- b) Hose aeration walls and diffusers.
- c) Rotate blowers weekly if an alternating relay is not installed.
- d) Show entry in logbook that it was done.
- e) Check all three lift stations for pump operational state and scum levels 3 times per week.
- f) Clean stilling well(s) each visit. Net scum and grease out, and dispose of into a bucket. Follow the same procedure as the raw bar screen.
- g) Scrub and clean effluent weirs and keep free of algae.
- h) Calibrate flow meter/hour meters annually.
- i) Make sure grounds are kept clean.
- j) Rotate ponds bi-weekly 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 the 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.

9. **PRECAUTIONARY BOIL WATER NOTICES (PBWN)**

- A. The Contractor shall be responsible for all PWMS due to planned or unplanned shutdowns. The Contractor shall notify County representative immediately if a shutdown requiring boil water notice has taken place.
- B. 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.
- C. 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.
- D. 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.
- E. The Contractor shall rescind notices per DOH and DEP requirements.
- F. The Contractor shall be responsible for said notices and documentation for the following locations as noted on **Attachment A, Regulatory and Technical Site Information**.

- G. The Contractor shall be responsible for completing the malfunctions report, per requirement of the DEP for the Moss Park site.
- H. All cost for PBWN services under this contract, including but not limited to, sample collection, regulatory reporting and issuance of rescission notices shall be incorporated into bid item pricing on the Bid Response Form. Testing of samples by a certified independent laboratory shall be reimbursed at cost.

**10. SAMPLING, TESTING, AND REPORTING REQUIREMENT**

- A. The Contractor shall be responsible for ensuring compliance with the sampling and reporting requirements for each location. Sampling requirement shall be per Florida Department of Environmental Protection rule 62-550 F.A.C.
- B. The Contractor shall obtain samples at the required frequencies per **Attachment #1, Regulatory and Technical Site Information**.
- C. Sample shall be analyzed by an independent laboratory certified by the Department of Health to perform such work.
- D. All cost for sample collection and regulatory reporting shall be include in bid item pricing on Bid Response Form. Sample testing shall be reimbursed by the County at cost with proper documentation.
- E. The Contractor shall submit documentation from the certified laboratory with cost of each testing with invoice.

**11. CHEMICAL USAGE**

- A. The Contractor shall warrant that 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.
- B. The Contractor shall be responsible for the transportation and delivery of all water/wastewater treatment chemicals provide under this contract.
- C. 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.
- D. Contractor shall provide Safety Data Sheet (SDS) 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.
- E. 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.

- F. 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.

## **12. REPAIRS AND ADDITIONAL SERVICES**

The Contractor shall coordinate the delivery or services with the County's Representative or authorized designee. Contractor shall be required to post all boil water notices at no additional cost due to planned or unplanned shutdowns. The Contractor shall notify County representative immediately if a shutdown requiring Boil Water notice has taken place.

### **A. EMERGENCY SERVICE PROCEDURE**

- 1) The Contractor shall provide emergency service as requested twenty-four (24) hours per day, seven (7) days per week to include all holidays.
- 2) The Contractor shall be required to arrive on the site of the emergency within two (2) hours after notification by the County. 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 repairs shall be corrected immediately, with the verbal authorization (Emergency Field Directive) from an authorized County Representative. The Contractor shall notify the County of all testing that is required prior to performing test.
- 4) The Contractor shall be required to submit an itemized invoice to the service requestor within twenty-four (24) hours of the initial emergency visit, if work is complete. If work is not complete, the Contractor shall submit a quote inclusive of work already completed and additional resources needed to complete the work. It is imperative that either an invoice or quote is received by the County within twenty-four (24) hours. If the emergency occurred on a day or at a time when the County department is close (usually during the weekend or a holiday), the Contractor shall submit the required document prior to close of business on the next business day. Documentation shall be submitted by 3:00 PM to allow for timely processing. The Contractor's failure to adhere to this requirement may lead to payment delays or non-payment.
- 5) Invoice for emergencies supporting documents shall be the same as it is for non-emergencies services as specified below.

## **B. NON-EMERGENCY SERVICES PROCEDURE**

- 1) For non-emergency service, 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) in writing. The purpose of the visit shall be to assess the extent of the service requirements.
- 2) The Contractor shall provide a reasonably estimated “not to exceed” quote to the County inclusive of the following elements:
  - a. Scope (clear description of the work to be performed)
  - b. Timeframe in the number of calendar days to complete the work from the County’s authorization to proceed.
  - c. Estimated hourly quantity for labor per classification (standard/non-standard hours)
  - d. Price per hours according to the Bid Response Form
  - e. Estimated cost of parts and materials (inclusive of mark-up) per the format of the Bid Response Form
  - f. Taxes and any other approved charges as a separate line item based on estimated cost of parts and materials

No increases will be permitted unless unforeseen circumstances arise, and the increase is approved by the County.

- 3) The Contractor shall not begin work until the County issues a delivery order, accepts the quote, and expresses authorization to start with the work.
- 4) The Contractor shall notify the County as soon as an unforeseen condition is apparent. The Contractor shall not proceed without the County’s authorization. The Contractor’s failure to adhere to this require may lead to partial or non-payment for any additional work

If the condition will change the scope of the previously accepted quote, including labor type and quantity and/or parts and materials needed for successful completion, the Contractor shall provide a revised quote to the County. The revised quote shall include a clear description of the unforeseen condition that was encountered and justification for changes to quoted scope and affected elements of quote. Upon acceptance of the revised quote, the County shall issue a change order to the current delivery order.

- 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 quote shall be prepared by the Contractor and submitted to the County Representative for approval. Upon approval the County shall issue a delivery order for the work or a change order if work is already in progress.
- 6) The Contractor shall submit an itemized invoice for services performed along with all supporting documents within thirty (30) calendar days of work completion.

### **C. SERVICE TICKETS**

- 1) The Contractor shall provide all labor necessary for performing services under this contract. The Contractor shall be required to submit a service ticket as documentation of service performed and labor type and quantities.
- 2) A separate service ticket shall be required for each day of service and provided at the end of each service day before leaving the work-site.
- 3) Service tickets shall be clearly written and summarizes all repairs performed. Minimum information on each tickets shall include:
  - a. summary of work performed
  - b. location of work
  - c. date of service
  - d. technician's name (each technician)
  - e. start time and end time for each technician
  - f. total hours for each technician and total for the day
- 4) Chargeable hours for repairs start at Contractor's technician's arrival at the job site and ends when work is complete. Time away from the work site for any reason (breaks, lunch, parts pick-up) shall be excluded from chargeable labor hours.

### **D. PARTS AND MATERIAL**

- 1) The Contractor shall be responsible for supplying all parts and materials to complete the needed repairs. The County reserves the right to furnish parts to the Contractor and set the standard of quality for a given job.
- 2) All parts and materials to be used shall be manufactured by a company acceptable to the County. Parts material quality and shall be commercial grade to accomplish the service work satisfactorily, as specified in the given scope for each job.
- 3) The Contractor shall coordinate the job site delivery and placement of materials with the County's representative.
- 4) The Contractor shall provide a minimum of one (1) year warranty for parts and labor. All warranties shall be passed-through to the County. The Contractor shall provide copies of the manufacturer's warranty for parts and materials purchased and used under this contract.
- 5) Service vehicles shall be stocked with basic materials and standard parts so that response to repair calls can be accomplished without returning to the shop, or as part of a regularly scheduled inspection, testing, or preventative maintenance service. There shall be no reimbursement for truck charges.
- 6) Consumable supplies such as chemicals, nuts, bolts, screws, washers, are considered overhead charges under this contract and shall not be invoiced by the Contractor. Overhead charges shall be included in the unit prices for line items outlined on the Bid Response Form.

- 7) The Contractor shall provide the supplier's invoice/receipt for all parts and materials for reimbursement under this contract. Properly documented purchases shall be reimbursed per the Bid Response Form.
- 8) The Contractor shall be responsible for shipping and delivery charges for parts and materials. Reimbursement for these costs may be authorized only when the County Representative determines that they are necessary (example, shipment cost for parts needed that are not available locally to expedite an emergency repair).
- 9) Materials and parts shall remain the property and responsibility of the Contractor until they are incorporated into the work and the work is accepted by the County. No additional charges will be accepted by the County for the required delivery, handling and storage of materials needed for the job.

**E. UNFORESEEN CHARGES**

The County shall reimburse the Contractor for taxes and approved unforeseen charges. These charges shall be reimbursed at cost, with proper invoice from a third party. Reimbursable unforeseen costs may include, but are not limited to, cost for express shipping as requested by the County, permits needed for equipment repairs, and tax payable on parts used in County owned equipment. The Contractor shall obtain prior approval written from the County for all other unforeseen charges.

**13. KEY CONTROL AND BUILDING ACCESS CONTROL**

- A. 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 responsible Department. All costs associated with the loss of keys or electronic key devices shall be the responsibility of the Contractor.

- B. 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 rates.
- C. Upon completion or termination of the contract, all keys and electronic key devices shall be returned to the issuing department. If the Contractor is unable to return any key or electronic key device for any reason, the Contractor shall be liable for all costs associated with the rekeying or replacement of locking systems and devices. Total cost shall be deducted from final invoice(s).

## 14. 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;
  - Service location
  - Dates of service;
  - The total labor hours shall be rounded up 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;
  - Applicable sales taxes and fees should be listed separately
  - Markdown/mark-ups shall be listed as a line item on the invoice.
- B. Operation and maintenance services, repairs, 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 for each day of service with the invoice for verification of actual labor hours.
- 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.
- G. The Contractor shall submit monthly statements of unpaid invoices to each department ordering services under this contract. The Contractor shall not combine statements for different departments utilizing this contract.

**At minimum, the statement shall contain the following information:**

- Statement date
- Invoice numbers
- Invoice dates
- Invoice total or unpaid balance if different from invoice total
- Delivery order number corresponding to each invoice listed
- Balance carry forward
- Cumulative outstanding balance



Statements shall be sent to the corresponding ordering department, fiscal department, and contract administrator by the 15th of each month for service performed in the prior month and as requested by the County.

**SCOPE OF SERVICES  
SUPPLEMENTAL INFORMATION**

**1. SECURITY AND IDENTIFICATION**

- A. All costs for background investigations including state and national finger-printing-based record checks 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, 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. The Contractor shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense, including any security clearance required by the Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit them to County for determining whether the employee is allowed to work for in a particular facility.

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:

2. For all Contractor's staff that will be working at the Sheriff's Central Complex or any other Sheriff related facility - request forms from the Facilities Management Special Services District via e-mail from [Bruce.Heffelbower@ocfl.net](mailto:Bruce.Heffelbower@ocfl.net) or approved County contact. The Contractor will be notified of any changes immediately.
4. 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/](http://www.fdle.state.fl.us/) - there is a cost to the contractor), is required. Contact [Bruce.Heffelbower@ocfl.net](mailto:Bruce.Heffelbower@ocfl.net) or approved County contact for specifics before completing the background check. The Contractor will be notified of any changes immediately.

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. The 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 the Contractor's 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. The Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as Contractor's 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 must 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. However, the County may charge and collect this fee at any time during the contract.

**2. ORANGE COUNTY HOLIDAYS**

Orange County holidays when most County buildings will be closed to the public, are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day and the Friday after Thanksgiving Day
7. Christmas Eve and Christmas Day

In addition to Orange County holidays, the Ninth Judicial Circuit Court and the Clerk of Court also observe the following:

1. Good Friday
2. Rosh Hashanah
3. Yom Kippur
4. Veterans Day

**SECTION 4**  
**BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**

**IMPORTANT NOTE:**

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**

*(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

**Bidders are cautioned,** when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or 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.

**STATEMENT OF NO-BID**

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email [Perry.Davis@ocfl.net](mailto:Perry.Davis@ocfl.net), referencing the IFB number, and briefly explain why the decision was made to not participate.

**SUBMITTAL LABEL:**

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN  
RESERVED FOR PUBLIC BID OPENING**

Company : \_\_\_\_\_

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

Contact Phone/ Email: \_\_\_\_\_

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

  

CONTACT:            **Perry Davis**  
IFB NUMBER:       **Y 19-1130-PD**  
TITLE:                **Operation and Service of Small Water and Waste  
Water Plants**

  

BID DUE DATE:     \_\_\_\_\_

  

**DELIVER TO:**  
ORANGE COUNTY PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 E. SOUTH STREET, 2ND FLOOR  
ORLANDO, FL 32801.

## QUALIFICATION OF BIDDERS

### **PRE-BID CONFERENCE:**

#### **[ ] 1. NON-MANDATORY PRE-BID CONFERENCE**

All interested parties are invited to attend a **Pre-Bid Conference** on **Friday, June 7, 2019, 2:00 PM** located at **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.

## **BID PACKAGE REQUIREMENTS:**

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below 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.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

**1. Reference Documentation Form  
(Required)**

Bidder shall complete the attached Reference Documentation Form. References shall be for the provision of operation and preventative maintenance of small water and waste water plants **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

1. Bidder has provided preventative maintenance consisting of water treatment systems, plant operations and maintenance services within the past five (5) years.

**2. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.  
(Required)**

**3. Copies of licenses to include all relevant license (s) and certification (s) as required by the State of Florida Administrative Code Rule 62-699.310. To include:**

- Bidder shall provide a copy of its Supervisor's Class A Operator License who will be assigned to this contract.
- Bidder shall provide a copy of all Technician's Class C Operator License who will be assigned to this contract and possess a minimum of three (3) years' experience.

Copies of the licenses shall be submitted for all employees to be assigned to this contract.

**(Required)**

**4. Bid Response Form  
(Required)**

**5. Acknowledgement of Addenda  
(Required if Applicable)**



- [ ] 6. Authorized Signatories/Negotiators  
**(Required)**
- [ ] 7. Drug-Free Workplace  
**(Required)**
- [ ] 8. Schedule of Sub-contracting  
**(Required if Applicable)**
- [ ] 9. Conflict/Non-Conflict of Interest Form  
**(Required)**
- [ ] 10. E-Verification Certification  
**(Required)**
- [ ] 11. Current W9  
**(Required)**
- [ ] 12. Relationship Disclosure Form  
**(Required to be Submitted and Notarized)**
- [ ] 13. Orange County Specific Project Expenditure Report.  
**(Required to be Submitted and Notarized)**
- [ ] 14. Agent Authorization Form  
**(Submit if Applicable)**
- [ ] 15. Leased Employee Affidavit  
**(Submit if Applicable)**
- [ ] 16. Information for determining Joint Venture Eligibility (if Applicable)  
**(Submit if Applicable)**
- [ ] 17. Contract Y19-1130, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.  
**(Required)**

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

**BID RESPONSE FORM  
IFB #Y19-1130-PD**

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

**FACILITIES MANAGEMENT DEPARTMENT**

<b>Item No.</b>	<b>Location</b>	<b>Unit Price per Month</b>		<b>Annual Total</b>
1	Camp Joy - Operation and Maintenance	\$ _____	x 12 =	\$ _____
2	Trimble Park - Operation and Maintenance	\$ _____	x 12 =	\$ _____
3	Zellwood Highway Maintenance - Operation and Maintenance	\$ _____	x 12 =	\$ _____
4	Back to Nature - Operation and Maintenance	\$ _____	x 12 =	\$ _____
5	Bithlo Highway Maintenance - Operation and Maintenance	\$ _____	x 12 =	\$ _____
6	East Orange Park - Operation and Maintenance	\$ _____	x 12 =	\$ _____
7	Ft Christmas Park - Operation and Maintenance	\$ _____	x 12 =	\$ _____
8	Bithlo Community Center - Operation and Maintenance	\$ _____	x 12 =	\$ _____
9	Moss Park - Operation and Maintenance	\$ _____	x 12 =	\$ _____

**FIRE RESCUE DEPARTMENT**

<b>Item No.</b>	<b>Location</b>	<b>Unit Price per Month</b>		<b>Annual Total</b>
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 =	\$ _____

**REPAIRS AND ADDITIONAL SERVICES**

<b>Item No.</b>	<b>Location</b>	<b>Unit Price</b>	<b>Estimated Annual Quantity</b>	<b>Estimated Annual Total</b>
13	Labor - Standard Hours	\$_____ hr	x <u>200</u> =	\$_____
14	Labor - Non Standard Hours	\$_____ hr	x <u>150</u> =	\$_____
15	Emergency Labor (24 hours/7 days)	\$_____ hr	x <u>100</u> =	\$_____
16	Laboratory Sample Testing - Reimbursement (at Cost) <b>Requires supporting documentation.</b>			\$ 2,500.00
17	Parts and Materials Actual Cost with percent <b>mark-up or mark-down</b> for parts over the actual cost (documentation required).  <b>Note: MAXIMUM PERCENT ALLOWABLE SHALL BE 10%</b>  Example: If the mark-up is <b>10%</b> your total should be 15,000.00 X 1.10 = \$16,500 OR If the mark-down is <b>10%</b> your total should be 15,000 X .90 = \$13,500	\$15,000.00	x _____ % = <input type="checkbox"/> Mark-up or <input type="checkbox"/> Mark down	\$_____
18	Unforeseen fees (Sales Tax, Permits, etc.) at cost <b>Requires supporting documentation.</b>			\$ 2,500.00
<b>Total Estimated Annual Price</b>				\$_____

X 3 years

**Total Estimated 3 Year Price** \$\_\_\_\_\_

\_\_\_\_\_  
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 ten (10) 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](mailto:Perry.Davis@ocfl.net)

**BID RESPONSE FORM - CONTINUED**  
**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

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

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

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

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

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person: _____	
Telephone Number: _____	Cell Phone Number: _____
Residence Telephone Number: _____	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 specifications, 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
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<hr/> (Signature)	<hr/> (Date)
----------------------	-----------------

<hr/> (Title)
------------------

<hr/> (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: \_\_\_\_\_

\* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

**REFERENCE DOCUMENTATION FORM**

List three (3) clients during the past five (5) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below.

1. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or 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 goods or 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 goods or 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. Y19-1130-PD**

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

<b>Name Of Subcontractor</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent and dollar amount of Contract Amount to be Subcontracted</b>

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. Y19-1130-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. Y19-1130-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 BIDDER**

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:

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

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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:

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

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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.

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(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

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

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

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

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

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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

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

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether



through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

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

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

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

### **CONCLUSION:**

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

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

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

### **Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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



**Part III**

**Original signature and notarization required**

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

\_\_\_\_\_ Date

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

Printed Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

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

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

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Staff signature and date of receipt of form

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

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

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

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

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

### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

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

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

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

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

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

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

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

**CONCLUSION:**

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

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



**AGENT AUTHORIZATION FORM**

I/We, (Print Bidder name) \_\_\_\_\_, Do hereby authorize (print agent's name), \_\_\_\_\_, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB 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: \_\_\_\_\_

**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: \_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY**

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

**HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE**

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

\_\_\_\_\_

\_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2**

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

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(b) Capital contributions, including equipment:

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(c) Other applicable ownership interests:

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9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as:

(1) Estimating:

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(2) Marketing and sales:

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(3) Hiring and firing of management personnel:

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**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3**

(4) Purchasing of major items or supplies:

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(c) Supervision of field operations:

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NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

**\* Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

**AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

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

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

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

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

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4**

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)



**CONTRACT NO. Y19-1130  
Operation and Service of Small Water and Waste Water Plants**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:
  - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
  - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Administrative Services Fiscal and Operational Support  
Internal Operations Centre II  
400 E. South St.  
Orlando, FL 32801

Or

Ordering Division or Department  
(As Indicated on the Delivery Order)

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.





6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y##-###, TITLE - Term Contract.**
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE.**
- C. The estimated contract award for the initial term of the contract is  
  
\$\_\_\_\_\_
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**ORANGE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Name, Title  
Procurement Division

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

**NOTICES: PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 EAST SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FLORIDA 32801  
(407) 836- 5635**

**Y19-1130 ATTACHMENT A**

**Small and Waste Water Treatment Operation and Maintenance  
Regulatory and Technical Site Information**

**FACILITIES MANAGEMENT LOCATIONS**

Bid Item #	Location	Facility Type/ Scope of Service eference	Regulatory Age	PBWN	Storage Tank Capacity (gallons)	Daily Activities Check (7 Days per Week)	Weekly Checks and Activities	Monthly Checks and Activities	Semi-Annual Checks and Activities	Annual Checks and Activities	Sampling Requirements
1	Camp Joy	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	120 Gal	n/a	2	1	2		Quarterly - one from well, Two from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
2	Trimble Park	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	5,000 Gal	n/a	2	1	2		Quarterly - one from well, Two from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
3	Zellwood Highway Maintenance	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	81 Gal	n/a	5	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
4	Back to Nature Wildlife Refuge Center	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	150 Gal	n/a	2	1	2		Quarterly - Bacteriological Sampling Annual - Nitrate/Nitrite Sampling Every 3 Years - Lead Sampling Every 3 Years - Hardness Sampling
5	Bithlo Highway Maintenance	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	500+ Bladder tanks	n/a	7	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
6	East Orange District Park	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	1,000 Gal	n/a	7	1	2		Quarterly - Bacteriological Sampling Annual - Nitrate/Nitrite Sampling Requirements Every 3 Years - Lead Sampling Every 3 Years - Hardness Sampling
7	Ft. Christmas Park	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	2,000 Gal	n/a	2	1	2		Quarterly - one from well, Two from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
8	Bithlo Community Center Water Treatment Plant	Water Treatment Plant Scope of Severces, Section 8, B	FDEP	Yes	150,000 Gal	n/a	7	N/A	1	1	Monthly - one from well, Two from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
9	Moss Park Wastewater Treatment Plant	Waste Water Treatment Plant Scope of Severces, Section 8, C	FDEP	No	20,000 Gal per day	n/a		5 visits per calendar week			Monthly - Carbonaceous BOD, Nutrients, Total Suspended Solids, Fecal Coliform, Total Residual Chlorine

**FIRE RESCUE LOCATIONS**

Bid Item #	Location	Facility Type/ Scope of Service eference	Regulatory Age	PBWN	Storage Tank Capacity (gallons)	Daily Activities Check (7 Days per Week)	Weekly Checks and Activities	Monthly Checks and Activities	Semi-Annual Checks and Activities	Annual Checks and Activities	Sampling Requirements
10	Fire Station 28	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	120+ Bladder tanks	7	7	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
11	Fire Station 84	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	1,000 Gal	7	7	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
12	Fire Station 86	Water Treatment System Scope of Severces, Section 8, A	OCHD	Yes	500 + bladder tanks	7	7	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements

**PBWN**

**Daily Checks and Activities (7 Days per Week)**

**Weekly Checks and Activities**

**Monthly Checks and Activities**

**Semi-Annual Checks and Activities**

**Annual Checks and Activities**

**Sampling Requirements**

Y19-1130

Small and Waste Water Treatment Operation and Maintenance  
Location and Technical Information

FACILITIES MANAGEMENT LOCATIONS

Bid Item #	Location	Address	Facility Type	Regulatory Agent	PBWN	Storage Tank Capacity (gallons)	Daily Activities Check (7 Days per Week)	Weekly Checks and Activities	Monthly Checks and Activities	Semi-Annual Checks and Activities	Annual Checks and Activities	Sampling Requirements
1	Camp Joy	5303 Baptist Camp Road Apopka, FL 32712	Water Treatment System Scope of Severces Section 8, A	Florida Department of Environmental Protection	Yes	120 Gal	n/a	2	1	2		Quarterly - one from well, <b>Two</b> from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
2	Trimble Park	5802 Trimble Park Rd. Mt. Dora, FL 32757	Water Treatment System Scope of Severces Section 8, A	Florida Department of Environmental Protection	Yes	5,000 Gal	n/a	2	1	2		Quarterly - one from well, <b>Two</b> from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
3	Zellwood Highway Maintenance	3400 Golden Gem Rd. Apopka, FL 32712	Water Treatment System Scope of Severces Section 8, A	Orange County Health Department	Yes	81 Gal	n/a	5	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
4	Back to Nature Wildlife Refuge Center	10525 Clapp Simms Duda Rd., Orlando, FL 32832	Water Treatment System Scope of Severces Section 8, A	Orange County Health Department	Yes	150 Gal	n/a	2	1	2		Quarterly - Bacteriological Sampling Annual - Nitrate/Nitrite Sampling Every 3 Years - Lead Sampling Every 3 Years - Hardness Sampling
5	Bithlo Highway Maintenance	18841 Old Cheney Hwy. Orlando, FL 32820	Water Treatment System Scope of Severces Section 8, A	Orange County Health Department	Yes	500+ Bladder tanks	n/a	5	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
6	East Orange District Park	22023 E. Colonial Dr., Christmas, FL 32709	Water Treatment System Scope of Severces Section 8, A	Florida Department of Environmental Health/Chapter	Yes	1,000 Gal	n/a	7	1	2		Quarterly - Bacteriological Sampling Annual - Nitrate/Nitrite Sampling Requirements Every 3 Years - Lead Sampling Every 3 Years - Hardness Sampling
7	Ft. Christmas Park	1300 N. Ft. Christmas Road Christmas, FL 32709	Water Treatment System Scope of Severces Section 8, A	Florida Department of Environmental Health/Chapter	Yes	2,000 Gal	n/a	2	1	2		Quarterly - one from well, <b>Two</b> from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
8	Bithlo Community Center Water Treatment Plant	18501 East Washington Ave. Orlando, FL 32820	Water Treatment Plant Scope of Severces Section 8, B	Florida Department of Environmental Protection	Yes	150,000 Gal	n/a	7	N/A	1	1	Monthly - one from well, <b>Two</b> from distribution System Annual - Nitrate Sampling Requirements Annual - Lead Sampling Requirements
9	Moss Park Wastewater Treatment Plant	Plant 12901 Moss Park Rd, Orlando, FL 32832	Waste Water Treatment Plant Scope of Severces Section 8, C	Florida Department of Environmental Protection	No	20,000 Gal per day	n/a		5 visits per calendar week			Monthly - Carbonaceous BOD, Nutrients, Total Suspended Solids, Fecal Coliform, Total Residual Chlorine

FIRE RESCUE LOCATIONS

Bid Item #	Location	Address	Facility Type	Regulatory Agent	PBWN	Storage Tank Capacity (gallons)	Daily Activities Check (7 Days per Week)	Weekly Checks and Activities	Monthly Checks and Activities	Semi-Annual Checks and Activities	Annual Checks and Activities	Sampling Requirements
10	Fire Station 28	3250 Clarcona Rd. Apopka, FL 32703	Water Treatment System Scope of Severces Section 8, A	Orange County Health Department	Yes	120+ Bladder tanks	7	7	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
11	Fire Station 84	1221 N. Ft. Christmas Rd. Christmas, FL 32709	Water Treatment System Scope of Severces Section 8, A	Orange County Health Department	Yes	1,000 Gal	7	7	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements
12	Fire Station 86	3202 Babbitt Ave. Orlando, FL, 32833	Water Treatment System Scope of Severces Section 8, A	Orange County Health Department	Yes	500 + bladder tanks	7	7	1	2		Quarterly - one from well, one from distribution System 5 Year - Nitrate Sampling Requirements 5 Year - Lead Sampling Requirements

Scope of Service

Scope of Service , Section 9

Section 8, A. 1) Daily Check and Activities

Section 8, A. 2) Weekly Check and Activities

Section 8, A. 3) Monthly Check and Activities

Section 8, A. 4) Monthly Check and Activities

Annual Checks and Activities

Sampling Requirements

PBWN

Daily Checks and Activities  
(7 Days per Week)

Weekly Checks and Activities

Monthly Checks and Activities

Semi-Annual Checks and Activities

Annual Checks and Activities

Sampling Requirements

Contractor is responsible for Precautionary Boil Water Notices ( PBWN) for all locations marked "Yes" per the contract Scope of Services

Requires services under "Daily Checks and Activities" per the Scope of Service and facility type to be performed seven (7) days per week.

Requires services under Weekly Check and Activities" per the Scope of Service and facility type to be performed by the Contractor be the notes frequencies for each location.

Requires services under "Monthly Check and Activities " per the Scope of Service and facility type to be performed by the Contractor once monthly.

Requires services under "Semi-Annual Check and Activities " per the Scope of Service and facility type to be performed by the Contractor be the notes frequencies for each location.

Requires services under "Annual Check and Activities " per the Scope of Service and facility type to be performed by the Contractor be the notes frequencies for each location.

Requires the references sampling to be performed at the noted frequencies. All sampling requirements are per Florida Department of Environmental Protection rule 62-550 F.A.C.)