

January 31, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
Y20-165-TA / ADDENDUM # 1
SMALL METER INSTALLATION

Bid Opening Date: February 11, 2020

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Underlining indicates additions, deletions are indicated by ~~strikethrough~~.

A. QUESTION AND RESPONSE

1. Question: Pollution Legal Liability and Builders' Risk insurance coverage is not typically a requirement for meter installation contracts. Is this coverage mandatory for this opportunity?
Answer: These coverages will not be required for this solicitation. All other insurance requirements as stipulated in the bid documents shall be required.

B. ITEM 3, MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PROVISION IS MODIFIED AS FOLLOWS:

d. Subcontracts/Purchase Orders

The successful Bidder shall provide a copy of all fully executed subcontracts and/or purchase orders issued to M/WBE's listed on Attachment C-2 to the Business Development Division Liaison.

Submittal of these subcontracts/purchase orders is a condition precedent to execution of the prime Contract by the County.

The Contractor **must** include in the purchase order/subcontract agreement:

- 1.) Prompt Payment Clause to the M/WBE subcontractor.
- 2.) Payment schedule in all subcontracts and purchase orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County
- 3.) The sub-contract agreement shall include: (a) the percentage of the overall contract value for all years to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value for all years to be sub-contracted (if available at time of sub-contract agreement).
- 4.) The following statement: "It is the M/WBE responsibility to submit the required Quarterly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division denoting their percentage of the overall contract fees."
- 5.) Notwithstanding any termination provisions in this Subcontract Agreement, the Prime Contractor shall not terminate this Subcontract Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Contractor amend this Subcontract Agreement, or reduce the Scope of Work or monetary value awarded under this Subcontract Agreement, without prior written authorization of the Orange County Business Development Manager.
- 6.) All sub-contract agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime's contract with the County.

~~4. The County has established a credit program whereby Contractors are awarded credits to be applied toward meeting the M/WBE goals on certain County bids. Emphasis will be placed on credits for Non-County Utilization and First-Time M/WBE Utilization.~~

1. ~~Non-County Utilization Credit (Credit issued for the actual contract dollars)~~

~~This credit may be earned for the use of Orange County certified M/WBE's on private sector projects not involving governmental funding, and government projects that do not have mandated M/WBE goals.~~

2. ~~First-Time M/WBE Utilization Credit (Credit issued for the actual contract dollar)~~

~~This credit may be earned by contractors/consultants who joint venture with an Orange County certified M/WBE for the first time or include and utilize a M/WBE for the first time in a bid/proposal.~~

~~You will need to obtain approval for these credits from the Business Development Manager. This process will take at least 30 days to complete. Begin by submitting a letter indicating the specific M/WBE credit (Non-County Utilization Credit or First Time M/WBE Utilization Credit) for consideration.~~

~~Also, include for the Non-County Utilization Credit program details to support documentation such as contracts from project after January 2002 through current year, proof of payment.~~

~~Upon receipt of this written request, our office will begin contacting the M/WBE firms to verify the M/WBE utilization information on provided. If the information is verified, then a certificate of credit will be provided. The credits are good for two years, then expire without renewal.~~

~~The firm must specify on form C-2 when a credit is to be used. Credits may be used to offset a maximum of 20% of the overall M/WBE goals (For example, if the bid is for \$500,000, the stipulated M/WBE goal for this project will be 25%, or \$125,000. 20% of the stipulated goal is \$25,000 in credits that may be used. The remaining \$100,000 (to meet the stipulated goal) must be obtained through regular M/WBE participation.~~

~~Credits are tracked for each firm by the Business Development Division.~~

A. The Contractor **must** include in the purchase order/subcontractor agreement:

1. Prompt Payment Clause to the M/WBE subcontractor
2. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County.
3. The sub-contract agreement shall include: (a) the percentage of the overall contract value for all years of the contract to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value for all years of the contract to be sub-contracted (if available at time of sub-contract agreement).
4. The following statement: "It is the M/WBE responsibility to submit the required Monthly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division."
5. Notwithstanding any termination provisions in this Subcontract Agreement, the Prime Contractor shall not terminate this Subcontract Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Contractor amend this Subcontract Agreement, or reduce the Scope of Work or monetary value awarded under this Subcontract Agreement, without prior written authorization of the Orange County Business Development Manager.
6. All sub-contract agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime's contract with the County.

The M/WBE's failure to submit the required documents could negatively impact their M/WBE re-certification.

This provision in no way creates any contractual relationship between any Subcontractor and Orange County or any liability on Orange County for the Contractor's failure to make timely payments. The timeliness of such payments may be evaluated by the Business Development Division Liaison in considering compliance with the Ordinance.

The Contractor must submit:

- 1) A Quarterly Workforce Report (Current Field Employment Data). Contractor shall also ensure that all Subcontractors/suppliers with contracts over \$50,000 supply a Monthly Workforce Report; and
- 2) A Quarterly Prime Contractor's Report including M/WBE Utilization Reports.

The Contractor shall furnish written documentation evidencing actual dollars paid to each Subcontractor/supplier listed and/or utilized by the Contractor. This will include, but not be limited to: copies of canceled checks, approved invoices, and signed, sworn affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the Contractor prior to issuance of final payment.

The required reports are to be submitted to the Business Development Division Liaison no later than the fifth day of the month following the calendar quarter for which the report is being submitted and continuing until Final Completion of the project/contract. The Business Development Division Liaison has the authority to delay Contractor's Progress Payments if reports are not submitted in a timely manner.

The final Prime Contractor's Report-M/WBE Utilization Report **must** be signed by the Contractor's authorized agent certifying that all information contained therein is a true and accurate account of M/WBE utilization per the bid and contract documents. Approval of the final Application for Payment is contingent upon receipt of this certification.

- C. All other terms, conditions, and specifications of the IFB remain unchanged.
- D. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the proposal.

Receipt acknowledged by:

Authorized Signature

Date Signed

Title

Name of Firm