



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

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

**INVITATION FOR BIDS #Y20-170-SW, RENTAL OF PUMP STATION CORROSION
AND ODOR CONTROL EQUIPMENT AND MAINTENANCE SERVICES
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 for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, January 28, 2020**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids shall contain an **original, two (2) hard copies and one (1) electronic copy on a USB Flash Drive.**

PRE-BID CONFERENCE:

A **Non-Mandatory Pre-Bid Conference and Site Visits** will be held on **Wednesday, January 8, 2020, 9:00 AM**, located at **8100 President's Drive, Orlando, FL 32819**. Attendance is not mandatory but is encouraged. Site visits will immediately follow the pre-bid meeting as listed below.

Bio Filters		
Pump Station	Name	Address
PS3177	PRESIDENTS DRIVE	7612 Presidents Drive Orlando FL 32809
PS3190	ORANGE AVE	8068 South Orange Avenue Orlando FL 32809
PS3498	ORANGE WOOD EAST	3104 West Taft Vineland Road Orlando FL32837
PS3665	BERRY DEASE	1601 South Dean Road Orlando FL 32825
PS3995	UNIVERSAL BLVD	8051 Cool Breeze Drive Orlando, FL 32819
PSF3058	INDEPENDENCE PKWY	6619 Independence Pkwy Orlando, FL 34787

Chemicals		
Pump Station	Name	Address
3451	LAKE EVE	11799 International Drive, Orlando, FL 32821

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 Sherry Wooten, Contracting Agent at Sherry.Wooten@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Sherry.Wooten@ocfl.net, no later than 5:00 PM **Thursday, January 16, 2020** to the attention of Sherry Wooten, 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/LobbingAtOrangeCounty.aspx>

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

The 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

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 contracting 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 contracting 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/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

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, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. **LICENSES AND PERMITS**

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

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. **F.O.B. POINT**

The F.O.B. point will be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading.

7. **DELIVERY**

Delivery is requested within **thirty (30)** calendar days after receipt of delivery order. The delivery date stated on the Bid Response Form shall be the maximum acceptable delivery date. Failure to deliver within the time stated shall be cause for cancellation of the contract with all applicable remedies available to the County under State Law.

8. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **thirty (30)** 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 **one (1)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

9. 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 one (1) calendar day 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 fifteen (15) 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.

10. 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 or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. 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.

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

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

15. PAYMENT

Partial billing shall be accepted only for goods received and services rendered within the specified delivery period. Payments for goods delivered and services rendered after this specified delivery period shall be made after the entire order is completed and accepted by Orange County. 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 Utilities Department
Field Services Division Contracts Group
8100 Presidents Drive
Orlando, FL 32809
Phone (407) 836-6822

A valid invoice shall include the following:

1. Reference to the Delivery Order
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form.
5. Copy of associated delivery ticket, properly signed by receiving OCU employee.

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

16. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders shall furnish all information requested and in the space provided on the bid form. Each Bidder offering an equal to the brand(s) specified (or if no brand is specified) shall submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid shall not satisfy this provision. Bids which do not comply with these requirements may be rejected.

17. BRAND/MANUFACTURER REFERENCED

Reference manufacturer indicated. Goods similar in design and equal in function and performance may also be considered. Equal offers shall include descriptive literature and/or detailed specifications. Failure to include such specifications or literature for equal offers may be cause for disqualification of the bid.

18. EQUIVALENTS

Please note Paragraph six (6), General Terms and Conditions. In addition to the equivalency requirement, Bidders offering equivalent goods shall meet the general design and style given for the “as specified” goods.

19. SAMPLES/DEMONSTRATIONS

Samples of any goods for demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

20. EQUIPMENT/SERVICE

- A. The scope of these specifications is to ensure the delivery of a complete unit(s) ready for operation within thirty (30) calendar days provided there are no changes or modifications needed at the existing facility. Delivery shall be scheduled in advance with the County’s representative. Contractor is required to deliver and install unit(s) per the specifications listed in the IFB. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit
- B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.
- C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County’s sole opinion, may be cause for rejection.

21. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled by the Contractor prior to acceptance by Orange County. Space shall be provided by the County for on-site assembly by the Contractor. It shall be the responsibility of the Contractor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment shall be set-up, serviced, tested and demonstrated at no charge to Orange County.

22. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for the term of the contract effective from the date of final acceptance of installation 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.

23. MANUALS

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operation Manual 2 copies

Repair/Parts Manual 2 copies

24. MEASUREMENTS

The chemical consumption noted are only estimates. Bidders shall be responsible for their own measurements and shall submit a firm price accordingly. There shall be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Bidders during inspection. Failure to do so shall be at Bidder's risk. Any request for unit prices on the Bid Response Form is for information only. Award shall be based solely on "Total Bid", with no adjustments made for increased/decreased quantities after award.

25. DEBRIS

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

26. 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>

27. **INSURANCE REQUIREMENTS**

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000.00 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

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, 2nd 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>

28. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County for an initial term of three (3) year(s). 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.

29. 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.

30. 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 (12 months) of the contract period. A price escalation/de-escalation will be considered at 1-year intervals provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

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

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

CPI-U Calculation Example:

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

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the

contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

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

31. METHOD OF ORDERING

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

32. ATTACHMENTS

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

- A. Chemical Delivery Locations
- B. Vapor Phase Treatment Locations

33. 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.

34. 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. 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.

35. 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

I. OVERVIEW

- A.** The Contractor shall provide the necessary personnel, materials, chemicals, services, permits and licenses, methodology and supplies to deliver Calcium Nitrate for the control of corrosion and odor using the specifications for Calcium Nitrate chemicals as applicable to calcium nitrate chemicals as needed as listed in Bid Response Form Table 1.
- B.** The Contractor shall provide rental, installation of rental, service and maintenance of vapor phase treatment equipment for nuisance odor issues within the specifications and design capacities listed in Bid Response Form Table 2.
- C.** The Contractor shall provide maintenance services to existing vapor phase systems owned by the County at the Orange County Waste Water System within the specifications and design capacities listed In Bid response Form Table 3.
- D.** At the County's discretion, should it be required, services may be expanded to other locations and service areas during the term of the Contract as the County continues its treatment strategy evaluation. Provided the added systems fall within the capacities listed on the bid schedule tables 2 and 3 and the systems location is within the Orange County boundaries the proposed cost for all services will not vary.

II. GENERAL REQUIREMENTS

A. Calcium Nitrate

- 1. The Contractor shall supply, in bulk, Calcium Nitrate chemicals and/or other chemicals providing delivery, application equipment, storage equipment, ongoing maintenance and a treatment strategy for application at specific locations within the Orange County wastewater system. Actual chemical consumption is shown in Attachment A.
- 2. The Contractor shall provide treatment strategies that demonstrate prevention/minimization of hydrogen sulfide production in the system. Treatment strategies shall be based on the evaluation of:
 - a. Effectiveness of existing containment measures.
 - b. Four (4) air collection samples.
 - c. Liquid chemical treatment dosages and injection points.
- 3. The Contractor shall provide a treatment program that will be considered, but not limited to, expanding services to wastewater treatment plants and designated pumping stations as required by the Utilities Department.
- 4. The Contractor shall coordinate with the County representative to perform the necessary tests to determine the optimum dosage range of Calcium Nitrate chemicals, in ml/min for each location.

5. The Contractor shall provide data collection to include but is not limited to, acidity pH, Dissolved Oxygen, and temperature according to the application of treatment. The Contractor shall provide a report of each location. Test result shall be supplied to the County representative for analysis and approval before any treatment adjustment.
6. Based upon test results, treatment, and budgetary objectives established by the County, the Contractor shall refine and adjust the dosages used in the actual corrosion/odor control program. No adjustments shall be made without prior approval from the County representative.
7. The resulting dosage in gal/day will be considered the set-point for each location. No changes shall be made by the Contractor without justification and County approval. All changes in dosage accepted by the County shall become in effect a new set-point.
8. The material supplied by the Contractor shall be an aqueous solution of calcium nitrate containing a minimum of 3.5 pounds of nitrate-oxygen per gallon.
 - a. Upon delivery, the specific gravity of the material will be tested by the contractor on site before unloading.
 - b. The contractor will utilize the applicable and most recent ASTM Standard Test Method for Specific Gravity, Apparent of Liquid Industrial chemicals. The resulting specific gravity shall be within the specification for the material.
 - c. A copy of the standard ASTM must be kept in the delivery vehicle and the result will be noted on the delivery ticket.
10. The Calcium Nitrate solution shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to 0.1 mg/l of dissolved H₂S or less.
11. The Contractor shall provide and install **all new storage containers** and replace containers if necessary throughout the Contract term.
12. All storage containers provided by the Contractor will be sized according to demand and shall be compatible with the material being stored and pumped. Storage containers shall have a clearly visible, accessible, calibrated level indicator graduated in 100 gal increments.
13. The Contractor shall provide and install **all new chemical dosing equipment** and replacement of the equipment if necessary throughout the Contract term.
14. Dosing equipment shall have an accessible, calibrated flow display readable in ml/l. Dosing equipment shall have a graduated calibration column with a bypass prior to the pumping element as a secondary flow measurement and calibration tool.

15. All dosing equipment must post, in a visible location, a ml/min to gallons per day (GPD) conversion table with a highlighted portion indicating the preferable operating range and set-point. Regular settings will be maintained within the indicated range at all times. Any deviation shall have prior authorization by the County representative.
16. All storage and dosing equipment provided by the Contractor shall meet all Orange County, State of Florida, and Federal laws, rules and regulations.
17. The Contractor shall provide double containment storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements.
18. Upon request by the County, the Contractor shall provide tertiary containment at certain locations. NOTE: The County reserves the right to upgrade or increase the storage capacity or the type of control system at any site at any time during the term of Contract.
19. The Contractor shall be responsible for installation, troubleshooting, maintenance and calibration of the storage and dosage/delivery systems including all associated piping and appurtenances during the term of the Contract.
20. The County will provide a suitable foundation for the placement of any equipment according to the manufacture's requirement.
21. The Contractor shall provide services at intervals not to exceed fifteen (15) calendar days for all sites. Scheduled service visits shall include, at a minimum, the following:
 - a. Control point gas phase hydrogen sulfide (H₂S) emissions.
 - b. Control point temperature measurement.
 - c. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations.
 - d. Chemical feed rate validation and adjustment to pre-determined set-point if necessary.
22. The Contractor shall provide gas phase hydrogen sulfide monitoring for key corrosion and odor control points. Readings will be visualized in a web portal accessible to County.
23. Upon request by the County, the Contractor shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements to include, but not limited to, protocols, training, system repairs, adjustment, targeted goals and program oversight.
24. The Contractor duties shall include participation in meetings deemed necessary by the County to address corrosion/odor control program needs.

25. The Contractor shall provide 24 hours per day, 7 days per week service and shall maintain adequate service technicians, chemicals, equipment, and supplies to be on site and respond to odor problems, equipment problems, and emergency situations as follows: **same-day onsite response to standard requests and four-hour onsite response to emergency requests.**
26. The Contractor shall establish a monthly communication link with County personnel as determined by the County. The County shall have final approval of ongoing corrosion/odor control planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.
27. The Contractor shall provide an organizational seminar regarding its services and introduce its staff members to the County within thirty (30) calendar days after contract award.
28. The Contractor shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least thirty (30) calendar days prior to each workshop as agreed to by the County.

B. Vapor Phase Systems – Rental and Maintenance Service

1. The Contractor shall provide a proposed fee for the monthly rental, installation and service of Vapor Phase Treatment Systems to be installed at the Orange County wastewater system as classified on Table 2. Actual Rental Vapor Phase Treatment Systems locations and design are shown in Attachment B.
2. The Vapor Phase Treatment Systems to be rented are classified as follows:
 - a. Bio Filter.
 - b. Polishing Scrubber.
3. The proposed maintenance service program should include:
 - a. Once per month visit to each site to check the operating parameters and perform routine maintenance to ensure the system is operating within the design conditions. Any necessary process adjustments will be made during each monthly site visit and a follow up if needed with no additional charge for visits.
 - b. Provide nutrient as needed for each rented system and maintain proper nutrient tank levels.
 - c. Provide media as needed for each rented system to maintain proper levels.
 - d. Troubleshoot odor problems (i.e., complaints) within twenty-four 24 hours and correct any malfunctions in the treatment system.

4. The Contractor shall be responsible for the troubleshooting, maintenance and calibration and/or repairs of the Vapor Phase Treatment systems including all associated piping and appurtenances during the term of the Contract.
5. The Contractor shall provide all needed parts, materials and labor to include travel to and from service locations associated with the rented equipment services at no additional cost to the County.
6. The Contractor shall provide a separate quote for the repair or replacement of any malfunctioning parts/components not directly related to the rental systems and services described in the scope of work.
7. The Contractor shall provide a continuous on-line H₂S monitor in the bio filter intake and discharge. Readings will be visualized in a web portal accessible to County. The Contractor shall ensure a removal of no less than 99% H₂S in the vapor treatment system.
8. The County will provide, at all times, adequate and necessary security, electricity, vapor and water supply for each unit.

C. Vapor Phase Systems – Maintenance Service on County Owned Equipment

1. Contractor shall provide a proposed fee for the monthly maintenance and service of Vapor Phase Treatment Systems owned by and installed at the Orange County wastewater system as classified on Table 3.
2. Actual County owned Vapor Phase Treatment Systems locations and design are shown in Attachment A. All County owned systems are classified as Bio-Filters
3. The proposed maintenance service program should include:
 - a. Once per month visit to each site to check the operating parameters and perform routine maintenance to ensure the system is operating within the design conditions. Any necessary process adjustments will be made during each monthly site visit and a follow up if needed with no additional charge for visits.
 - b. Orange County Utilities will provide the media as needed for each of its Bio Filters to be replenished by the contractor.
 - c. Troubleshoot odor problems (i.e., complaints) within twenty-four 24 hours and correct any malfunctions in the treatment system.
4. The Contractor shall be responsible for the troubleshooting, maintenance and calibration and/or repairs of the Vapor Phase Treatment systems including all associated piping and appurtenances during the term of the Contract.
5. The Contractor shall provide all needed parts and materials associated with the rented equipment services at no additional cost to the County.

6. The Contractor shall provide a separate quote for the repair or replacement of any malfunctioning parts/components not directly related to the systems and services described in the scope of work.
7. The Contractor will provide a continuous on-line H₂S monitor in the bio filter intake and discharge. Readings will be visualized in a web portal accessible to County. Contractor will ensure a removal of no less than 99% H₂S in the vapor treatment system.
8. The County shall provide, at all times, adequate and necessary security, electricity, vapor and water supply for each unit

D. Schedules and Reports

1. Every Monday, a two week advanced schedule will be sent via email to the County representative listing the next two week services in order to afford the County reasonable opportunity to observe and inspect the work in progress.
2. Deliveries and Services shall be coordinated with the County representative.
3. On chemical deliveries, a copy of the delivery ticket will be placed in the location document box, a second copy will be sent to the County representative via e-mail within twenty-four (24) hours of the visit.
4. In addition to a service ticket, each delivery/service visit will produce a report stating, at a minimum, the following:
 - a. Name, Number, address of location.
 - b. Date, time and purpose of the visit.
 - c. Number of related DO if any.
 - d. Services performed
 - Mechanical checks and adjustments
 - System inspection results.
 - e. Rate of dosage, chemical at arrival, rate of dosage at departure.
 - f. Adjustments made ml/l before & after
 - g. System Performance, percent removal.
 - h. Gallons ordered if any, Gallons delivered.
 - On site specific gravity measurement result.
 - i. Nutrient level in gal.
 - Nutrient delivered level before & after.
 - j. Chemical level in gal.
 - Chemical delivered level before & after.
5. A copy of the visit report will be left in the location document box, a second copy will be sent by e-mail to the county representative within 24 hours of the visit.

6. The Contractor shall provide monthly reports to include a complete system overview with total chemical usage and pH and gas phase hydrogen sulfide monitoring data for that month, via e-mail to the County representative no later than the second Monday of each month.
 - a. Chemical consumption: Reported chemical consumption will comprise a period equal to the total days of the month. The amount of gallons used in a month shall not surpass the recommendation set point as explained in 2.1.3.4.
 - b. The County will not be responsible for reimbursement of chemical in excess of the monthly dosage recommendation, except when changes are authorized by county in writing.
 - c. Vapor Phase treatment: The Contractor shall achieve a monthly average of no less than 99% removal in each of the locations.

E. Safety

1. The Contractor shall submit a binder with all Safety Data Sheets (SDS) to the County before the delivery of any and all chemicals intended for use in the performance of these services. All chemicals shall carry an EPA approval number.
2. SDS for each product used shall be made available and shall be maintained by staff at treatment site. The Contractor shall ensure the SDS version is the latest revision for each product.
3. The Contractor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by federal or State Governments.
4. Transportation containers shall be in manufacturer recommended and approved containers. SDS of product being transported shall be maintained on the transport vehicle. Containers shall be inspected prior to use and during its operation for leaks and malfunction.
5. The Contractor and subcontractors shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, etc. as required by any applicable laws, regulations, ordinances, and / or manufacturer's instruction.
6. The Contractor and subcontractors shall strictly comply with all safety codes and take all necessary precautions for the safety of their employees and of the general public. Maintenance work shall be scheduled to provide the least inconvenience to normal County operations and passers-by. The Contractor shall notify the County of any suspicious activity, potential safety hazards, alarms, leaks or anything out of the ordinary before beginning work.

7. The Contractor shall be fully responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken to protect the workers, public and County staff, from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment. The Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.
8. The Contractor shall fully comply with OSHA's rule 29 CFR 1910.145(f) (3) for when, where and what kind of sign should be placed within a facility while making on site operations related to these services.

F. TRANSITION SERVICES

1. Upon termination or expiration of this Contract, the Contractor shall cooperate with the County to assist with the orderly transfer of the services provided by Contractor to Orange County.
2. Prior to termination or expiration of the Contract, the County may require the Contractor to perform and, if so required, the Contractor shall perform, certain transition services necessary to shift the services of Contractor to another provider or to Orange County itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to the following:
 - a. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the services.
 - b. Performing the Transition Services Plan activities
 - c. Answering questions regarding the services on an as-needed basis.
 - d. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to the County.

ATTACHMENT A

CHEMICAL DELIVERY LOCATIONS AND ACTUAL CONSUMPTION

Pump Station	Name	Address	Estimated CURRENT Monthly Chemical Consumption	
			ml/min	Gallons Per Day GPD
3038	HIAWASSEE ROAD	518 North Hiawassee Road, Orlando FL 32835	412.7	157
3146	ROUSE ROAD NORTH	3175 Rouse Road, Orlando FL 32817	210.3	80
3397	CULVER ROAD	1903 Culver Road Orlando FL 32825	302.31	115
3367	WALDEN WOODS	11555 Walden Woods Drive Orlando FL 32826	92	35
3499	SOUTH CENTRAL	2528 Tandori Circle Orlando FL 32837	704.5	268
3541	LAKE EVE	11799 International Drive Orlando FL 32821	591.5	225
3653	CULLEN LAKES	5321 Hoffner Circle Orlando, FL 32812	26.3	10

ATTACHMENT B

VAPOR PHASE TREATMENT COUNTY OWNED EQUIPMENT MAINTENANCE LOCATIONS

Pump Station	Name	Address	Design HS Concentration (2)	Design Air Flow (3)
3177	PRESIDENTS DRIVE	7612 Presidents Drive Orlando FL 32809	90	1041
3190	ORANGE AVENUE	8068 South Orange Avenue Orlando FL 32809	60	922
3498	ORANGE WOOD EAST	3104 West Taft Vineland Road Orlando FL 32837	105	663

(1 1GPD = 2.63 ml/min

(2) ppmv - parts per million volume

(3) CFM Cubic Feet Meter Air

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 Sherry.Wooten@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:	Sherry Wooten
IFB NUMBER:	Y20-170-SW
TITLE:	PUMP STATION CORROSION AND ODOR CONTROL RENTAL EQUIPMENT AND MAINTENANCE SERVICES

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 Wednesday, January 8, 2020, 9:00 AM**, located at **8100 President's Drive, Orlando, FL 32819**.

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.

Bio Filters		
Pump Station	Name	Address
PS3177	PRESIDENTS DRIVE	7612 Presidents Drive Orlando FL 32809
PS3190	ORANGE AVE	8068 South Orange Avenue Orlando FL 32809
PS3498	ORANGE WOOD EAST	3104 West Taft Vineland Road Orlando FL32837
PS3665	BERRY DEASE	1601 South Dean Road Orlando FL 32825
PS3995	UNIVERSAL BLVD	8051 Cool Breeze Drive Orlando, FL 32819
PSF3058	INDEPENDENCE PKWY	6619 Independence Pkwy Orlando, FL 34787
Chemicals		
Pump Station	Name	Address
3451	LAKE EVE	11799 International Drive, Orlando, FL 32821

BID PACKAGE REQUIREMENTS:

- Submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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 pump station corrosion and odor control services **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

1. Serviced a minimum of three (3) clients within the past five (5) years with the provision of chemical treatment to wastewater systems resulting in a H₂S concentration reduction equal or over the limits required with scope.
2. One (1) of the three (3) references shall validate the bidder's capability to supply rental equipment for services comparable to the scope specified.
3. One (1) of the three (3) references shall validate the bidder's capability to provide maintenance and repair services of wastewater system equipment.

[] **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. Provide a copy of the latest laboratory result to which the bidder has successfully provide similar scope as specified herein.
(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. Compliance with Florida Trench Safety Act (90-96, Laws of Florida)
(Required)
- 18. Contract Y20-170, 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 #Y20-170-SW**

The Contractor shall provide all labor and other resources necessary to provide the goods, services 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. All prices shall include rental, installation, storage, dosing, delivery, application equipment, maintenance, technology licenses, mobilization and de-mobilization, equipment, warranty, shipping and handling and training. Rental includes storage and dosing.

PART 1 – CHEMICALS - Table 1

All prices for products listed shall include delivery, application equipment, ongoing maintenance, and technical evaluations/support service and technology licenses as stated in the specifications. No mobilization or de-mobilization charges will be applied to chemical equipment.

Item	Description of Chemicals (for 6 Units)	% sol	Commercial Name	Unit Price Per Gallon		Total Estimated Annual Quantity		Total Estimated Annual Price	Total Extended Price
									X 3 Years
1.	Calcium Nitrate	N/A		\$_____ Per Gal	X	350,000 Gallons	=	\$_____	\$_____
2.	Sodium Hydroxide	25		\$_____ Per Gal	X	8,000 Gallons	=	\$_____	\$_____
3.	Ferric Sulfate	9		\$_____ Per Gal	X	10,000 Gallons	=	\$_____	\$_____
4.	Sodium Hypochlorite	15		\$_____ Per Gal	X	66,720 Pounds	=	\$_____	\$_____
5.	Hydrogen Peroxide	50		\$_____ Per Gal	X	8,000 Gallons	=	\$_____	\$_____
TOTAL ESTIMATED BID PRICE – ITEMS 1-5 BID (ITEMS 4-8)									\$_____

PART 2 - VAPOR PHASE TREATMENT SYSTEMS RENTAL

TABLE 2A – MONTHLY RENTAL FEE – BIO FILTER

All prices for monthly rental shall include delivery, application equipment, ongoing maintenance, and technical evaluations/support service and technology licenses as stated in the specifications. No mobilization or de-mobilization charges will be applied to Vapor Phase Systems.

Item	Natural Draft (cfm)	Vapor Phase Treatment System Rental Average Design HS Concentration (ppm) Bio Filter - Monthly Rental Fee & Services				Total Estimated Annual Quantity	Total Extended Price
		<10	10-150	150-300	300-500		
6.	<u>0-75</u>	\$_____ Per Month/Per Unit				X 6 Units	X 36 Months
						\$_____	\$_____

7.	<u>0-75</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
8.	<u>0-75</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
9.	<u>0-75</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
10.	<u>0-140</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
11.	<u>0-140</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
12.	<u>0-140</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
13.	<u>0-140</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
14.	<u>0-280</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
15.	<u>0-280</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
16.	<u>0-280</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
17.	<u>0-280</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
18.	<u>0-600</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
19.	<u>0-600</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
20.	<u>0-600</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
21.	<u>0-600</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
22.	<u>0-850</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
23.	<u>0-850</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
24.	<u>0-850</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
25.	<u>0-850</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
26.	<u>0-1150</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
27.	<u>0-1150</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
28.	<u>0-1150</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
29.	<u>0-1150</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
30.	<u>0-1500</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
31.	<u>0-1500</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
32.	<u>0-1500</u>			\$_____ Per Month/Per Unit		\$_____	\$_____

33.	<u>0-1500</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
34.	<u>0-2000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
35.	<u>0-2000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
36.	<u>0-2000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
37.	<u>0-2000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
38.	<u>0-3000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
39.	<u>0-3000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
40.	<u>0-3000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
41.	<u>0-3000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
42.	<u>0-4000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
43.	<u>0-4000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
44.	<u>0-4000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
45.	<u>0-4000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
46.	<u>0-5000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
47.	<u>0-5000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
48.	<u>0-5000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
49.	<u>0-5000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
50.	<u>0-8000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
51.	<u>0-8000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
52.	<u>0-8000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
53.	<u>0-8000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
54.	<u>0-12000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
55.	<u>0-12000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
56.	<u>0-12000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
57.	<u>0-12000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
58.	<u>0-15000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____

59.	<u>0-15000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____	
60.	<u>0-15000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____	
61.	<u>0-15000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
62.	<u>0-18000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____	
63.	<u>0-18000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____	
64.	<u>0-18000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____	
65.	<u>0-18000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
TOTAL ESTIMATED BID PRICE – ITEMS 6-65							\$_____	\$_____

TABLE 2B – MONTHLY RENTAL FEE – POLISHING SCRUBBER

All prices for monthly rental shall include delivery, application equipment, ongoing maintenance, and technical evaluations/support service and technology licenses as stated in the specifications. No mobilization or de-mobilization charges will be applied to Vapor Phase Systems.

Item	Natural Draft (cfm)	Vapor Phase Treatment System Rental Average Design HS Concentration (ppm) Polishing Scrubber - Monthly Rental Fee & Services				Total Estimated Annual Quantity	Total Extended Price
		<10	10-150	150-300	300-500		
66.	<u>0-75</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
67.	<u>0-75</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
68.	<u>0-75</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
69.	<u>0-75</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
70.	<u>0-140</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
71.	<u>0-140</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
72.	<u>0-140</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
73.	<u>0-140</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
74.	<u>0-280</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
75.	<u>0-280</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
76.	<u>0-280</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
77.	<u>0-280</u>				\$_____ Per Month/Per Unit	\$_____	\$_____

78.	<u>0-600</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
79.	<u>0-600</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
80.	<u>0-600</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
81.	<u>0-600</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
82.	<u>0-850</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
83.	<u>0-850</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
84.	<u>0-850</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
85.	<u>0-850</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
86.	<u>0-1150</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
87.	<u>0-1150</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
88.	<u>0-1150</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
89.	<u>0-1150</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
90.	<u>0-1500</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
91.	<u>0-1500</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
92.	<u>0-1500</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
93.	<u>0-1500</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
94.	<u>0-2000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
95.	<u>0-2000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
96.	<u>0-2000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
97.	<u>0-2000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
98.	<u>0-3000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
99.	<u>0-3000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
100.	<u>0-3000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
101.	<u>0-3000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
102.	<u>0-4000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
103.	<u>0-4000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
104.	<u>0-4000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____

105.	<u>0-4000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
106.	<u>0-5000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____	
107.	<u>0-5000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____	
108.	<u>0-5000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____	
109.	<u>0-5000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
110.	<u>0-8000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____	
111.	<u>0-8000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____	
112.	<u>0-8000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____	
113.	<u>0-8000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
114.	<u>0-12000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____	
115.	<u>0-12000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____	
116.	<u>0-12000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____	
117.	<u>0-12000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
118.	<u>0-15000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____	
119.	<u>0-15000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____	
120.	<u>0-15000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____	
121.	<u>0-15000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
122.	<u>0-18000</u>	\$_____ Per Month/Per Unit				\$_____	\$_____	
123.	<u>0-18000</u>		\$_____ Per Month/Per Unit			\$_____	\$_____	
125.	<u>0-18000</u>			\$_____ Per Month/Per Unit		\$_____	\$_____	
125.	<u>0-18000</u>				\$_____ Per Month/Per Unit	\$_____	\$_____	
TOTAL ESTIMATED BID PRICE – ITEMS 66-125							\$_____	

PART 3 - VAPOR PHASE TREATMENT SYSTEMS MAINTENANCE AND SERVICES

TABLE 3 – COUNTY OWNED MAINTENANCE AND SERVICES – BIO FILTER

All prices shall include delivery, application equipment, ongoing maintenance, and technical evaluations/support service and technology licenses as stated in the specifications. No mobilization or demobilization charges will be applied to Vapor Phase Systems.

Item	Natural Draft (cfm)	County Owned Vapor Phase Treatment System Average Design HS Concentration (ppm) Bio Filter - Monthly Maintenance and Services				Total Estimated Annual Quantity	Total Extended Price
		<10	10-150	150-300	300-500	X 7 Units	X 36 Months
126.	<u>0-75</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
127.	<u>0-75</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
128.	<u>0-75</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
129.	<u>0-75</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
130.	<u>0-140</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
131.	<u>0-140</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
132.	<u>0-140</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
133.	<u>0-140</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
134.	<u>0-280</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
135.	<u>0-280</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
136.	<u>0-280</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
137.	<u>0-280</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
138.	<u>0-600</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
139.	<u>0-600</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
140.	<u>0-600</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
141.	<u>0-600</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
142.	<u>0-850</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
143.	<u>0-850</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
144.	<u>0-850</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
145.	<u>0-850</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
146.	<u>0-1150</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
147.	<u>0-1150</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
148.	<u>0-1150</u>			\$_____ Per Month/Per Unit		\$_____	\$_____
149.	<u>0-1150</u>				\$_____ Per Month/Per Unit	\$_____	\$_____
150.	<u>0-1500</u>	\$_____ Per Month/Per Unit				\$_____	\$_____
151.	<u>0-1500</u>		\$_____ Per Month/Per Unit			\$_____	\$_____
152.	<u>0-1500</u>			\$_____ Per Month/Per Unit		\$_____	\$_____

153.	<u>0-1500</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
154.	<u>0-2000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
155.	<u>0-2000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
156.	<u>0-2000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
157.	<u>0-2000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
158.	<u>0-3000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
159.	<u>0-3000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
160.	<u>0-3000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
161.	<u>0-3000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
162.	<u>0-4000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
163.	<u>0-4000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
164.	<u>0-4000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
165.	<u>0-4000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
166.	<u>0-5000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
167.	<u>0-5000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
168.	<u>0-5000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
169.	<u>0-5000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
170.	<u>0-8000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
171.	<u>0-8000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
172.	<u>0-8000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
173.	<u>0-8000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
174.	<u>0-12000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
175.	<u>0-12000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
176.	<u>0-12000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
177.	<u>0-12000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____
178.	<u>0-15000</u>	\$ _____ Per Month/Per Unit				\$ _____	\$ _____
179.	<u>0-15000</u>		\$ _____ Per Month/Per Unit			\$ _____	\$ _____
180.	<u>0-15000</u>			\$ _____ Per Month/Per Unit		\$ _____	\$ _____
181.	<u>0-15000</u>				\$ _____ Per Month/Per Unit	\$ _____	\$ _____

182.	$\frac{0-}{18000}$	\$_____ Per Month/Per Unit				\$_____	\$_____	
183.	$\frac{0-}{18000}$		\$_____ Per Month/Per Unit			\$_____	\$_____	
184.	$\frac{0-}{18000}$			\$_____ Per Month/Per Unit		\$_____	\$_____	
185.	$\frac{0-}{18000}$				\$_____ Per Month/Per Unit	\$_____	\$_____	
TOTAL ESTIMATED BID PRICE – ITEMS 126-185								

PART 4 - REPAIR SERVICES AND PARTS FOR COUNTY OWNED EQUIPMENT

Item	Description	Estimated Annual Quantity		Unit Price Per Hour		Total Estimated Annual Price				Total Extended Bid Price
186.	Repair Services for County Owned Systems - Labor	100 Hours	X	\$_____ Per Hour	=	\$_____	X	36 Months	=	\$_____
Item	Description	Estimated Annual Quantity		Cost Plus (Max 25%)		Total Estimated Annual Price				Total Extended Bid Price
187.	Repair Parts for County Owned Systems	\$25,000.00	X	%_____	=	\$_____	X	36 Months	=	\$_____
		<input type="checkbox"/> Markup or <input type="checkbox"/> Mark-Down (CHECK ONE)								
TOTAL ESTIMATED BID PRICE – ITEMS 186-187										\$_____

Note: The Percentage mark-up or mark-down from cost shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

Parts and Materials shall be priced at a markup or markdown of the actual cost. Contractor shall submit all supporting cost documentation to support the invoice.

Example: If the mark-up is 10%, your total should be $\$300,000.00 + 10\% = \$330,000.00$
OR

Example: If the mark-down is 10%, your total should be $\$300,000.00 - 10\% = \$270,000.00$

TOTAL ESTIMATED BID ITEMS 1-187 \$ _____

Company Name

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

Delivery shall be not later than thirty (30) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Performance shall be not later than thirty (30) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Sherry Wooten, Contracting Agent, at Sherry.Wooten@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 _____

REFERENCE DOCUMENTATION FORM

List three (3) clients during the past five (5) years for which you provided goods and services similar to the provision of pump station corrosion and odor control services with similar maintenance, dosage and chemical application as 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. Y20-170-SW

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No. Y20-170-SW

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. Y20-170-SW, Rental of Pump Station Corrosion Odor Control Equipment and Maintenance Services**, 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:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- 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;
- 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), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$

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:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

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:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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. Y20-170-SW
RENTAL OF PUMP STATION CORROSION AND ODOR CONTROL EQUIPMENT
AND MAINTENANCE SERVICES**

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 Utilities Department
Field Services Division Contracts Group
8100 Presidents Drive
Orlando, FL 32809
Phone (407) 836-6822

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

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-170-SW, Rental of Pump Station Corrosion and Odor Control Equipment and Maintenance Services**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

(Name)

(Title)

DATE: _____

NOTICES: _____ (Address)

(Address)

(City, State Zip)

(Phone)

(Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

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. Y20-170-SW, RENTAL OF PUMP STATION CORROSION AND ODOR CONTROL EQUIPMENT AND MAINTENANCE SERVICES - 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, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**