

Issue Date: August 22, 2011

INVITATION FOR BIDS #Y11-1001-JS

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

**INFRASTRUCTURE LOCATION CONTRACTOR
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM** (local time), **Thursday, September 8, 2011**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may be requested by phoning (407) 836-5635 or faxing a request to (407) 836-5899. Solicitations are also available for downloading from the Internet at orangecountyfl.net.

Johnny M. Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

NOTICE TO BIDDERS/OFFERORS

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

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal page(s) shall be completed, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Purchasing and Contracts 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 telephone or telegram shall not be accepted. Also, faxed bids are not acceptable. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received.**

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing and Contracts Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

Purchasing and Contracts 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, proposal, or quotation 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 Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

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

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, ten (10) 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 Purchasing and Contracts Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. 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 Purchasing and Contracts Division Manager will sign an exemption certificate submitted by the Contractor. Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

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

4. NO BID

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

5. 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.

6. LEGAL REQUIREMENTS

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

1. 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.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

7. 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 proposal 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.

8. AVAILABILITY OF FUNDS

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

9. EEO STATEMENT

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

Further, the Contractor shall abide by the following provisions:

- (a) The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

10. BID TABULATION AND RESULTS

Bid tabulations shall be available ten (10) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>

11. BID FORMS

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

12. FLORIDA PREFERENCE

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

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

13. RECIPROCAL IN-STATE PREFERENCE

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

Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

14. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts 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.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

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

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

- **Orange County Protest Procedures**
http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf

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

15. 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.

16. 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.

17. 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.

18. DRUG-FREE WORKPLACE FORM

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

19. 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".

20. CONFLICT OF INTEREST FORM

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

21. 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 any bid, proposal or other response to an Orange County solicitation. The Bidder to the solicitation

shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

- b. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal, or response to an Orange County solicitation. No contract award shall be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

22. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

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

23. 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.

24. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bids prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

25. VENDOR ASSISTANCE WITH SPECIFICATIONS

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

26. PAYMENT TERMS/DISCOUNTS

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

27. 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.

28. 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.

29. 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 Purchasing and Contracts 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.

30. 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:

1. 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.
2. 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,
3. 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.

31. 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.

32. PRICING/AUDIT

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

33. 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.

34. TOBACCO FREE CAMPUS

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

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

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

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

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

36. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

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, contained in this solicitation.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

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

- A. A statement attesting to the fact that the Bidder has a minimum of five (5) years experience locating infrastructure in the state of Florida. In addition, a statement confirming that the locators assigned to work for Orange County shall not locate for any other of the Bidders's customers while locating for Orange County.
- B. A list and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the reference sheet on page >.
- C. A list of locators contemplated to perform the work. All locators shall have a minimum of three (3) years of utility location experience. Resumes' shall be submitted for the verification of qualifications. Locators shall successfully pass a Level I background check and drug screen as specified in Attachment A.
- D. A list of all the necessary equipment that will be provided by the Bidder for each locator to perform locates. This equipment shall include, but not be limited to, Metrotech 810's, or equal, water probe with associated tank and pump mounted in the back of the truck, any required water meters and back flow devices, cell phones, metal detectors, shovels, posthole diggers, probes, personal protection devices, safety items, and uniform (shirts) with company logo on them. The Bidder shall also indicate if the equipment is owned, leased or that the equipment will have to be acquired prior to contract award. All tools shall be represented to and approved by Orange County Utilities.
- E. List of vehicles contemplated to be provided. At a minimum, the Contractor shall provide one (1) 4-wheel drive vehicle less than five (5) years of age for each locator. Owner's documents or lease agreements shall be submitted with the bid response as proof of compliance with this requirement.

Failure to submit the about required information may be cause for rejection of your bid.

2. LICENSES AND PERMITS

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

3. 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, whichever is earlier. 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 his bid or provide a written extension of his bid.

4. AWARD

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

5. POST AWARD MEETING

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

6. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than one (1) calendar day 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, the 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 Purchasing and Contracts 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 notify the Purchasing and Contracts Division Manager in writing of the cause(s) of any delays within two (2) calendar days. .

7. TERMINATION

A. Termination for Default:

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

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

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

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

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

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

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

8. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations for grounding of electrical equipment.

9. CODES AND REGULATIONS

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

10. PAYMENT

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

Orange County Utilities Department
Water Reclamation Division
8100 Presidents Drive, Suite A
Orlando, FL 32809
Phone (407) 836-6845

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

11. INSURANCE REQUIREMENTS

Contractor shall 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

The Contractor shall require and ensure that each of its 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 shall be licensed to conduct business in the State of Florida and shall 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:

1. Workers' Compensation - The 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. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 shall be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. Commercial General Liability - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. 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.
3. Business Automobile Liability - The 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 per accident. In the event the Contractor does not own automobiles the 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.

By entering into this contract, Contractor shall provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an

endorsement, then Contractor shall 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.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements shall be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

12. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of one (1) year. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery 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.

13. PRICE ESCALATION/DE-ESCALATION

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

The original bid prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be allowed 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The County obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed 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 and/or all options as stated herein.

14. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

15. BID PREFERENCE

The Orange County M/WBE Ordinance sets minimum annual contract dollar participation goals for minority/women business enterprise firms as follows: Goods – 10% and Services – 24%. As part of this program, Contractors are required to complete the attached Schedule of Subcontracting Form listing **ALL** Subcontractors (majority, women and minority) their firm shall utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County M/WBE Ordinance, award of this Invitation for Bids may be made to the lowest responsive and responsible certified Minority/Women Business Enterprise Bidder as long as that bid does not exceed the percentages listed below:

8% on bid awards up to \$100,000; 7% on bid awards from \$100,000 to \$500,000; 6% on bid awards from \$500,000.01 to \$750,000.00; 5% on bid award from \$750,000.01 to \$2,000,000; 4% on bid awards from \$2,000,000.01 to \$5,000,000; or 3% on bid awards over \$5,000,000.01.

16. CHANGES - SERVICE CONTRACTS

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

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

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

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

17. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner.

Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

18. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County shall order from the Contractor all of the supplies and/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 shall not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

SPECIFICATIONS

Purpose

Infrastructure location is done for the purpose of providing information to underground utility contractors, developers, planners and other customers of Orange County Utilities about the location of known piping and other infrastructure as required by Sunshine State One Call of Florida, State and County regulations. Locations will be made of only utilities that have been accepted as part of the County's maintained utility system; also to include but not limited to: dry, out-of-service, abandoned utilities, etc. The Contractor shall perform locates within the boundaries of county owned easements and right-of-ways. The location of utilities that are under construction and/or have not been accepted by the County is the responsibility of the Contractor and will not be accomplished by the County.

Standard

Should any of the requirements in this specification conflict with the One Call Florida Statute 556, the requirements of the statute shall prevail.

Personnel

Contractor's Representative

1. The Contractor shall designate one (1) Contractor's Representative for the Utilities Department with a minimum of three (3) years of underground utilities line locating experience. The Contractor's Representative shall report to the Orange County Utilities Water Division and Water Reclamation Division designee at 8100 Presidents Drive, Orlando, FL 32809. The standard County workday is from 7:00am to 4:00pm, Monday through Friday with a one (1) hour unpaid lunch. The Contractor's Representative shall distribute the day's work to the infrastructure contractors and shall be responsible for the supervision of the locators and the scheduling and completion of all work in coordination with the County Water and Water Reclamation Division designees. The Contractor's Representative shall supervise the locators and shall be responsible for performing a minimum two (2) complete line locate quality control reviews for each locator each week. One complete line locate quality control review will be at the discretion of the Contractor's Representative and one at the County designee's discretion. The Contractor's Representative shall be responsible for the proper behavior and dress of the locators. Infractions and discipline for same shall be the responsibility of the Contractor's Representative.
2. The Contractor's Representative will receive locate work orders as they are screened throughout the day. The Contractor's Representative is then responsible to electronically assign locate work orders to the appropriate locator. The Contractor's Representative is responsible to ensure the locators have efficiently completed the locate, entered the pertinent information into Maximo/GIS, and transmitted this information in compliance with the Sunshine State One Call of Florida Statutes.

Locators

1. **Locators shall only be paid for hours worked.** Transportation to the initial place of work or place of work assignment shall not be paid for. Vehicle maintenance, Contractor company meetings or other non-work related activities shall not be accomplished during working hours. Should equipment failure occur during working hours, County work shall cease and the hourly rate not paid until the equipment repair or replacement is accomplished and work has commenced once again.
2. The Contractor shall provide an adequate number of locators to accomplish each day's work as required by the County to include the appropriate amount of related equipment in proper working order.
3. The Contractor shall maintain a spare vehicle (with all necessary locate equipment) that can be utilized in case of equipment/vehicle failure within a reasonable timeframe to enable completion of the work for that day.

Scope of Services

1. When a "meet" with the requestor is required no location will be made without the requestor present unless directed by the Water and/or Water Reclamation Division designee. Locators shall remain on the scene of a scheduled location meeting for fifteen (15) minutes after the scheduled time of the location meeting and, if no representative from the requesting firm has arrived, the locator shall call the contact person who requested the meet. If after thirty (30) minutes from time of requested locate meeting, no representative is present or cannot be contacted, the location meeting shall be postponed and the locate paperwork returned to the County locates office personnel who will call the requesting company for rescheduling of line location. These locations will be rescheduled in the first open space within forty-eight (48) hours, same as an original request for a line location.
2. Emergency locates shall be handled within two (2) hours of being received by the locators during regular working hours. Orange County trouble call crews will be responsible for emergency calls during other times.
3. Line locations of a non-emergency nature shall be completed within two (2) full business days after receipt of request (excluding weekends and holidays) and ten 10 days for underwater tickets after receipt of request. Every effort will be made to schedule within this time frame except as determined by the Orange County designee.
4. The locator shall use the appropriate quarter-section or County provided laptop computer with mapping and/or work order software and any other available type map as provided by the County, to assist in obtaining information relating to type, size, depth, exact location, of utilities and unless utilities are under pavement or concrete or are at an exceptional depth as determined by the County designee, shall actually probe to verify the location of the utility. This may include exposing the line to confirm its size and material type when field conditions warrant or as directed by the County.

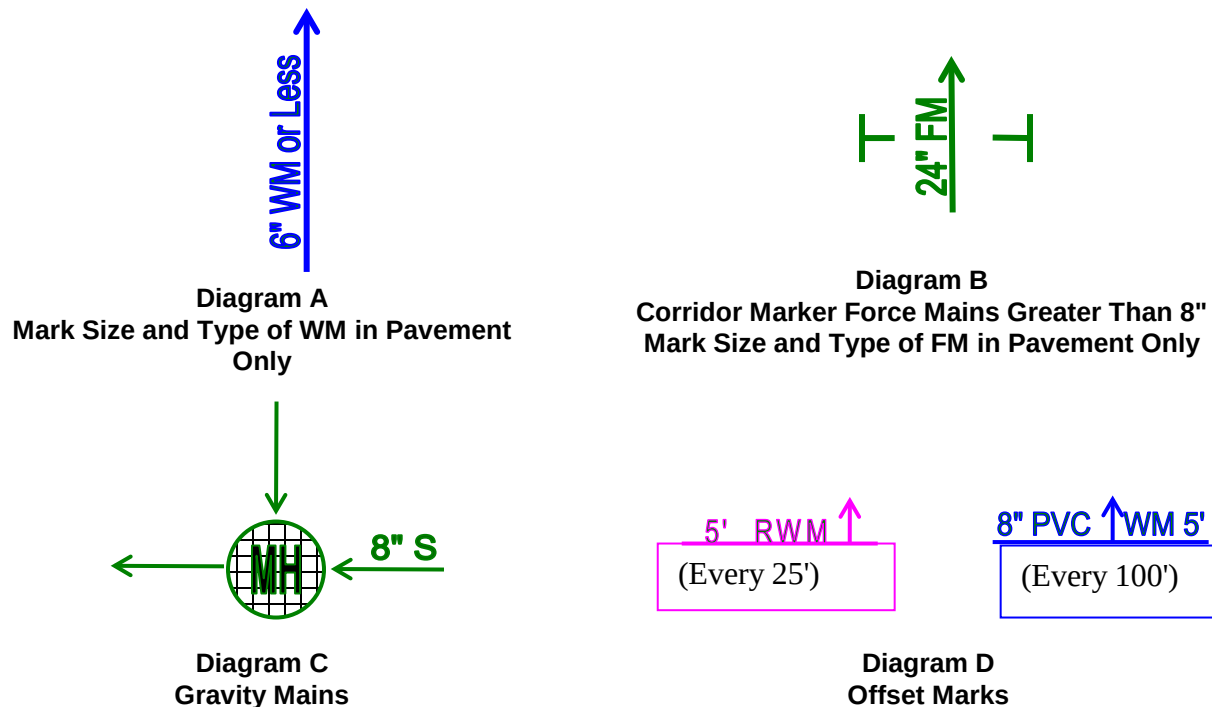
5. When marking the location of pipe, the locator shall probe to verify pipe location and depth. The location of pipe shall be marked by the use of paint and flags in the manner described later in these specifications. Digging by hand to expose the pipe either to obtain verification of size and type of pipe as directed by the County designee or to clarify location of the pipe is required. This instruction shall be noted on the work order. Information from the field is required to be documented by the locator on the County laptop computers using GIS software and Maximo software as needed to document field work and findings. The field information is identified later in these specifications. These documents shall be returned to the locates office personnel each day. **Depths of utility infrastructure are not to be given to requestors.**
6. When locating pipes crossing under pavement or concrete, the location shall be verified by probing or hand digging at each point before and after the pipe enters and exits from under the pavement or concrete. Mark these two points one on each side of where the main enters and exits from under the pavement or concrete with the appropriate colored paint. Also, mark at a mid point on the approximate centerline of the pipe. The requestor will then be informed by the Contractor, that it is up to them to obtain necessary permits, maintenance of traffic (MOT), etc., and to perform window cuts, etc., as necessary to field verify locations before performing work in the area. Conversations with the requestor shall be documented on the work order. Pipe line markers shall be installed on all valves, bends, deflections, and every 1000', except in subdivisions where pipe line markers are installed on every valve and at locations of the main that are not directly in front of a house (example: around ponds, fields, etc.).
7. When locating pipes (not under pavement) in Rights-of-Way (roads, ditches, etc.): Locations shall be confirmed, before being marked, by hand digging to expose the main as field conditions dictate, every two hundred feet (200') in the entire area to be encompassed by the work to be performed or at 1 location within the work site for work areas less than 100' in length. The exact location of bends, valves, etc., shall be confirmed by probing or hand digging before being marked. Marking of pipes: The location of pipes shall be marked by the appropriate colored paint and flags pursuant to the Sunshine State One Call of Florida Statute. Mark at least 6 inches in length placed on the centerline of the pipe for mains 6 inches in diameter and smaller and two paint marks one on each edge of the diameter of the pipe for mains 8 inches and larger. Mains 8 inches and larger shall also have the main size marked in the appropriate colored paint on the centerline of the pipe followed by the letters "WM" for water mains, "FM" for sewer force mains and "RW" for reclaimed mains. For all main sizes, one flag shall be placed at the centerline of the pipe at each spot marked. For worksites longer than 100' in length, the pipes shall be marked and flagged every 25 feet for the entire length of the worksite. For work sites less than one hundred feet in length, the pipe location shall be marked in the center of the work area and once ten feet before the work area and once ten feet after the work area.

Off-set marks shall be put on roads, curbs, culverts, and driveways directly opposite the mark on the pipe and shall consist of a paint mark 6 inches in length with the main size and the appropriate letters (WM, FM, RW, GM) and the

distance to the centerline of the pipe. Pipe line markers may be requested to be installed, as directed by the Orange County designee on the work order at all valves, bends, deflections, and every 500', except in subdivisions.

8. When locating water service lines, one inch (1") or two inch (2") in size- the locations of meters and meter boxes shall be found and marked with paint. Water service lines 4" and larger shall be located and marked the same as a pipe.

Examples of Required Markings



9. Information gathered in the field shall be defined as but not limited to:
 - Obtaining offset measurement from the pipe's centerline location perpendicular to the road curbing or pavement, whichever is present
 - Pipe material when obtained
 - Verification of the location of valves as shown on the plans
 - Measuring the quantity in feet of pipe located and marked
 - Number of services and laterals located
 - The size of the pipe in inches located and marked
 - The number of valves located
 - Photographs of the marked work site
 - Comments from the person performing the locate or from the locate requestor

10. When locating gravity sewer mains/service laterals the locators will use mobile GIS or as-builts, CCTV data and look into upstream and downstream manholes to verify a true depth, location and direction of the main. Verify size and type of pipe if possible without entering manhole.
11. When locating laterals, locations shall be made by probing or digging up the lateral; then if lateral is found, mark it with paint and flags. The person requesting the location is responsible for digging. If there is no sewer lateral to the property line or it cannot be located, the locator shall advise the customer of our findings, and then line locate office personnel will determine the need to generate a work order or have the requestor call customer service.
12. All offset marks shall be transferred into mobile GIS as field notes by the locator performing the locate. When information in GIS is different from what is found in the field, GIS red lines are required.
13. Information on work orders shall be filled out using laptops at the job site before moving on to the next locate. Time spent performing the locate, completing work order and travel time to the site are to be added to that particular work order.
14. If a work order is incomplete, the locator shall contact the requestor (contractor, engineer, homeowner, orange county representative, etc...) and explain the status of the locate immediately. The communication shall be between the locator and the requestor because the locator is familiar with the job in the field. The locator will advise the County designee of the status of the work order with a daily report. When scheduled daily locates are completed the locator is required to call the office for further instruction.

Digital Pictures and Markings

Each locate performed shall be documented by photograph. There shall be one (1) photograph taken of the work order(s) and a minimum of three (3) total photographs.

These photographs shall be supplied to the County on a weekly basis. The photographs shall be in an electronic format agreeable to the County. This shall consist of but not limited to a memory stick from a digital camera or a CD, containing the picture files. Picture files shall be organized by the locator's name and date taken.

The locators shall take a digital picture of the work area to confirm white lining, locate markings and flags placement to document compliance with Sunshine State One Call of Florida Statutes. Offset marks and the horizontal markings, valves and manholes with permanent landmarks, address or intersection signs shall all be included within the photos. All pictures are to be downloaded by Utilities every Monday.

Computer Laptops

- A. Report computer service problems promptly to the County designee.
- B. **All County computer equipment shall be used only for work-related purposes and in compliance with County policy.**

- C. Locators are responsible for maintaining the secrecy of their usernames and passwords. Locators shall not share their accounts with others.

Ground Penetrating Radar

1. Locators shall provide or have the ability to provide G.P.R. (Ground Penetrating Radar) technology upon request. GPR can be subcontracted as long as subcontractors name and address is provided to the County. A representative from the Contractor shall at all times be present when a sub-Contractor is using or collecting data from the GPR unit.
2. When GPR is requested, the County will use the GPR for a minimum of four (4) hours.
3. GPR response shall be twenty-four (24) hours or one (1) working day.
4. Locate information from the GPR shall be submitted in the same format as non-GPR related information would be.

Damages to Infrastructure

1. When damage occurs to a County facility and if the damage was caused by the locator not following the specifications and/or scope of services as stated herein, the Contractor shall be financially responsible for the damage. The County, in cooperation with the Contractor, shall conduct the investigation of the damage and make the determination of responsibility and monetary amount, if any, to be paid to the County.
2. Should damages be assessed, the Contractor shall reimburse the County for the damages.

Materials/Training Provided by Orange County Utilities

1. Consumable materials used to perform expected locates to include, but are not limited to, locate paint and locate flags.
2. Non consumable materials which could be installed by the Contractor which remain on County utility systems such as pipe markers, valve pads, valve box lids, valve risers, and other items as directed by the County.
3. Up to three (3) weeks training period for new locator employees. New locator employees will be paid at one half (1/2) rate during training period since only one set of tools and equipment will be used during the training period.

BID PROPOSAL FORM**IFB #Y11-1001-JS**

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

ITEM NO.	<u>DESCRIPTION</u>	<u>HOURLY BILLING RATE</u>	X	<u>EST. ANNUAL USAGE</u>	<u>EXTENDED PRICE</u>
1.	Infrastructure Locator, as specified	\$ _____	X	20,800 hours	\$ _____

OVERTIME

2.	Infrastructure Locator, as specified	\$ _____	X	1,000 hours	\$ _____
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GROUND PENETRATING RADAR

3.	GPR, as specified	\$ _____	X	500 hours	\$ _____
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BACKGROUND CHECK

4.	Background Check, as specified	\$ _____	X	10 each	\$ _____
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DRUG SCREEN

5.	Drug Screen, as specified	\$ _____	X	10 each	\$ _____
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TOTAL ESTIMATED ANNUAL COST \$ _____

Is Qualifications of Bidders information included, per Special Terms and Conditions #1?
Yes ___ No ___

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.

Company Name

Performance shall be not later than 1 (1) calendar days After Receipt of Order (ARO) per Special Terms and Conditions #6.

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

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-Contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are signed where required.**
- B. Completed reference documentation, pages 32 and 33.
- C. Qualifications of Bidders information, per Special Terms and Conditions #1.
- D. Certificate of Competency and License, per Special Terms and Conditions #2.

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/PROPOSAL.

TIN#: _____ **D-U-N-S® #** _____

Address:

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ **Fax Number:** _____

E-mail Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ **Cell Phone Number:** _____

Residence Telephone Number: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name _____ Title _____ Telephone Number/E-Mail _____

(Signature)

(Date)

(Title)

(Name of Business)

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

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Non-Profit

_____ Joint Venture _____ Corporation

State of Incorporation: _____

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

Federal I.D. or Social Security number is _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

REFERENCES:

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

1. Owner's Name: _____
 - a. Description of goods or services provided: _____

 - b. Contract Amount: _____
 - c. Date services completed: _____
 - d. Contact Person: _____
Address: _____

Telephone Number: _____
Email Address: _____

2. Owner's Name: _____
 - a. Description of goods or services provided: _____

 - b. Contract Amount: _____
 - c. Date services completed: _____
 - d. Contact Person: _____
Address: _____

Telephone Number: _____
Email Address: _____

3. Owner's Name: _____
- a. Description of goods or services provided: _____

- b. Contract Amount: _____
- c. Date services completed: _____
- d. 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. Y11-1001-JS

As specified in Section 22 of the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E-VERIFICATION CERTIFICATION

Contract No.Y11-1001

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.Y11-1001, Infrastructure Location Contractor**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number #Y11-1001-JS

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

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 Purchasing and Contracts 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 to be 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: () _____

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number #Y11-1001-JS

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)

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number #Y11-1001-JS

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/Proposer_____
Date

Print 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 3-1-11

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?

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 venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

ee 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 Purchasing and Contracts 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 Purchasing and Contracts 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.

faq form oc ce 2 d and p (relationship disclosure form) (3-1-11)

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. Y11-1001-JS

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, consultants, 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 ___

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. Y11-1001-JS

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, consultants, 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	\$

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. Y11-1001-JS

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 range 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)

PRINT NAME AND TITLE:

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 his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(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, consultant, 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.

s:\dcrosby\ethics pkg -- final forms and ords\2010 workgroup\faq spr (3-1-11).docx

**BIDDER/PROPOSER'S AGENT
AUTHORIZATION FORM**

I/WE, (PRINT BIDDER, PROPOSER, OR QUOTER NAME)
_____, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT
(PRINT AGENT'S NAME), _____, TO EXECUTE ANY AND ALL
DOCUMENTS NECESSARY TO AFFECT THE CONTRACT APPROVAL PROCESS MORE SPECIFICALLY
DESCRIBED AS FOLLOWS, (IFB/RFP NUMBER AND
TITLE) _____,
AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE
COUNTY CONSIDERING THIS CONTRACT AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS
PERTAINING TO THIS CONTRACT.

Date: _____

Signature of Bidder, Proposer or, Quoter

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL
LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY

WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING AND CONTRACTS DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING AND CONTRACTS DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801

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

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

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