

Issue Date: September 3, 2009

INVITATION FOR BIDS #Y10-105-GC

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

**INDUSTRIAL HYGIENE CONSULTING SERVICES
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), **Tuesday, October 6, 2009**, 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, CACM
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 Ginny Coleman, Senior Purchasing Agent at (407) 836-5640.

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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**

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Purchasing and Contracts Division will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any vendor/contractor be authorized to use the County's Tax Exemption Number in securing such materials.

3. **ACCEPTANCE/REJECTION/CANCELLATION**

Orange 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. Orange County also reserves the right to reject the bid of any vendor 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. Orange County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Orange 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.

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

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 awarded bidder permanently or temporarily hire any County employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

6. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations 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. Vendors 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. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

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

8. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid 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.

9. AVAILABILITY OF FUNDS

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

10. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, 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 awarded vendor shall abide by the following provisions:

- (a) The awarded vendor shall represent that awarded vendor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The awarded vendor 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 awarded vendor into the contracts of any applicable subcontractors.

11. BID TABULATION AND RESULTS

Bid tabulations shall be available upon written request ten (10) days after opening. Requests may be faxed to (407) 836-5899. Bid opening results will be available on the Bid Hotline (407) 836-0011 the day following the bid opening.

12. BID FORMS

All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this invitation for bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such 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 which in Federal aid funds are used.

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

14. RECIPROCAL 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 County, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the County in which the lowest responsive and responsible bidder has its principal place of business.

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division and at <http://orangecountyfl.net/cms/BUSINESS/vendors/award.htm> prior to submission through the appropriate approval process and will remain posted for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day period shall constitute a waiver of bid protest proceedings. Additional information relative to lobbying and protests can be found at <http://www.orangecountyfl.net/cmsdocs/govern/lobbyist/lobbyingord.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful bidder. 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 of more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

16. BID AND RELATED COSTS

By submission of a bid, the bidder agrees that all costs associated with the preparation of his/her will be the sole responsibility of the bidder. The bidder also agrees that the County bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from the solicitation process.

17. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

18. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form, attached hereto, must 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.**

20. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

21. CONFLICT OF INTEREST FORM

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

22. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- a. **Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code.** This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder 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 will 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.

23. 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 in the **PURCHASING AND CONTRACTS DIVISION** after the time and date specified, due to failure to identify the envelope with the above information shall be rejected.

24. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

25. PROPRIETARY/RESTRICTIVE 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 and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

26. 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.

27. 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.

28. PATENTS AND ROYALTIES

Unless otherwise provided, the bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. INDEMNIFICATION

To the fullest extent permitted by law, the VENDOR 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 VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

30. CLARIFICATIONS

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bid 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 or by fax at (407) 836-5899 or by mail **prior** to bid opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

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 will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

The County and the vendor 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 vendor 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 vendor.

33. PRICING/AUDIT

The awarded 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.

34. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the contractor remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

35. TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become 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 the termination of the applicable contract(s).

36. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Consultant 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/Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Consultant.”

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

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

SPECIAL TERMS AND CONDITIONS

1. **QUALIFICATIONS OF FIRM(S)**

The firm must indicate substantial prior experience with asbestos, lead, radon, indoor air quality and industrial hygiene consulting services. Past experience shall include building surveys, project design, project management and sample collection. Include:

- A. A list of at least **five (5)** clients of equal size or greater to which the Consultant has provided the range of services as described below in the Scope of Services. Provide client's name, contact person, address, e-mail address, telephone and fax numbers and a brief description of the contract services. Include a minimum of two (2) asbestos projects (covering residential and commercial/industrial), one (1) lead, one (1) radon and one (1) indoor air quality/industrial hygiene project. A single project may include one or more of the aforementioned service requirements. For example, a single project may include asbestos and radon testing.
- B. Proof that the Consultant has been engaged in asbestos, lead, radon, and indoor air quality/industrial hygiene monitoring work for a minimum of five (5) years. Indicate the total number of years the company has been engaged in asbestos, lead, radon, IAQ/IH consulting work. The firm must be a Licensed Asbestos Business in the State of Florida. **Include copies of applicable licenses.**
- C. If sub-consultants and/or subcontractors will be used under the contract, provide their qualifications as required in 1.A. and 1.B. above. Reference checks and completed projects listed will be verified.

2. **QUALIFICATIONS OF STAFF AND LABORATORY**

- A. Provide the name, qualifications, relevant experience, resume and training certificates of the Project Manager(s) that will be assigned to the County. Asbestos Project Manager(s) must be AHERA (Asbestos Hazard Emergency Response Act) certified in Supervision of Asbestos Abatement Projects, possess at least five (5) years experience in project monitoring, have completed a NIOSH 582 course or equivalent and participated in the NIOSH Proficiency Analytical Testing Program (PAT). All Project Managers for lead paint abatement must have completed EPA's "Lead Abatement Contractor/Supervisor Course." All personnel involved in project design must be certified to do so and have at least five (5) year's experience in project design. Firm's staff must include an individual with at least five (5) years of experience in industrial hygiene and possess either a Certified Industrial Hygienist (CIH) certification from the American Board of Industrial Hygienists (ABIH) or a master's degree in industrial hygiene. **Provide the name of the person and resume of this individual. Include documentation for all training for all Project Managers.**

- B. All project managers, asbestos inspectors, environmental technicians and project designers shall meet at a minimum those EPA training requirements specified in 40 CFR Part 763, Subpart E and all applicable State training/certification requirements and two (2) years of experience in indoor air quality / industrial hygiene projects. **Include resumes and training certificates of all key employees from your local office that will be assigned to County projects. Submit information only on those employees that are employed full-time and that will be assigned on a regular basis on County projects. Describe qualifications, training and experience. Included in the list shall be the Licensed Asbestos Consultant (LAC) that will participate in the design of all County abatement projects.** The LAC shall have at least five (5) years experience in project design and shall be employed full time.
- C. **Include resume and training certificates for the Inspector(s) that will be assigned to lead projects.** The inspectors must be certified and have at least three (3) year's experience conducting building surveys. All inspectors involved in lead paint detection must have completed EPA's "Lead Inspector/Risk Assessor Course." **Include documentation for this course.**
- D. The consultant's team shall consist of at a minimum, an environmental firm (consultant) with **current** HAZWOPER Certification, Respirator fitted team members and a State Certified analytical laboratory. All team members will have a thorough knowledge and understanding of OSHA Regulations and be in full compliance with current certification, fit testing and environmental safety. **Submit proof of current HAZWOPER and respirator certification for all individuals who will perform sampling services under this agreement to include any subcontracted personnel.**
- E. The laboratory shall be accredited or at minimum, seeking accreditation with NIST (National Institute of Standards), National Voluntary Laboratory Accreditation Program (NVLAP) and NVLAP-Airborne Asbestos In-Door Air Analysis Program. **Include documentation.** If seeking accreditation from NIST, include confirmation from NIST. Any laboratory personnel responsible for the analysis of bulk sample analysis by Polarized Light Microscopy shall have completed a course in Bulk Sample Analysis from McCrone Institute or equivalent. Laboratory must be accredited by the Environmental Lead Laboratory Accreditation Program (ELLAP) and demonstrate proficiency in the Environmental Lead Proficiency Analytical Testing (ELPAT) Program. The Laboratory must be certified by the American Industrial Hygiene Association (AIHA) and participated in AIHA Industrial Hygiene Laboratory Accreditation Program (IHLAP) Proficiency Analytical Testing (PAT) programs for at least two (2) years for all categories of analyses as required by the Scope of Services. **Results of PAT programs shall be submitted with bid. Include copies of all laboratory related accreditations, certifications, and course completions.**

- F. Quality Assurance Program: Indicate if the Lead, Radon, PLM, TEM and air sampling laboratories are in-house. If not, list the facilities that you will use and the location and method for transporting samples.
- G. Provide current copies of all applicable registered certifications and licenses in the State of Florida not previously specified in this section.

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”, or “All-or-None Total Estimated Bid” basis to the lowest responsive and responsible bidder.

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

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within Orange County.

6. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall begin not later than two (2) calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

If said vendor shall neglect, fail or refuse to provide the services within the time herein specified, then said vendor 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 vendor shall, within three (3) calendar days from the beginning of such delay, notify the Manager, Purchasing and Contracts Division in writing of the cause(s) of the delay.

7. TERMINATION

A. Termination for Default:

The County may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) 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 will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Purchasing and Contracts, 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 vendor will 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 vendor 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 (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), 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. PAYMENT

Partial billing will not be accepted. Orange County will pay 100% of the contract price after all items have been delivered and accepted. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Orange County Risk Management Department
Magnolia Place, 2nd Floor, Suite 200
109 E. Church Street
Orlando, FL 32801
Phone (407) 836-9640

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

9. INSURANCE REQUIREMENTS

VENDOR/AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by VENDOR/AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by VENDOR/AGENCY under this contract.

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

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

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

Required Coverage:

1. Workers' Compensation - The VENDOR/AGENCY 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 will be considered on a case-by-case basis. Any VENDOR/AGENCY using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. Commercial General Liability - The VENDOR/AGENCY shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. VENDOR/AGENCY 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 VENDOR/AGENCY 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 VENDOR/AGENCY does not own automobiles the VENDOR/AGENCY 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.
4. Professional Liability (if applicable) - The VENDOR/AGENCY shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence.

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

VENDOR/AGENCY 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 must be submitted in writing to the COUNTY for approval.

Prior to execution and commencement of any operations/services provided under this contract the VENDOR/AGENCY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the VENDOR/AGENCY 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 VENDOR/AGENCY 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

10. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery (purchase) orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the vendor for a lower unit price which will 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 resolicitation 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 vendor within the time specified in the order. The contract shall govern the vendor'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's performance period.

11. PRICE ADJUSTMENT

Written request for price adjustments may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three-year contract and none is requested after the first two years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed 4%. All price adjustments must be accepted by the Manager, Purchasing and Contracts Division and shall be accomplished by written amendment to this contract.

12. 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, vendors are required to complete the attached Schedule of Subcontracting Form listing **ALL** subcontractors (majority, women and minority) their firm will 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:

5.5% on bid awards from \$100,000 to 750,000 or 4% on bid awards from \$750,000.01 to \$2,000,000 or 3% on bid awards over \$2,000,000.

13. 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 will 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 own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

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

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

15. REFERENCES

A contact person shall be someone who has personal knowledge of the bidder’s performance for the specific requirement listed. Contact person must 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 must have knowledge of the project. The reference shall be the owner or a representative of the owner. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who will 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.

16. 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 will 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.

SCOPE OF WORK

The Project Manager shall be assigned to coordinate all aspects of the resulting contract, including public relations, inspections, testing and other associated actions that may be required. The Project Manager(s) shall be responsible for ensuring that staff training, certifications and licenses are kept current. All Project Manager(s), IAQ consultants/technicians, Industrial Hygiene professionals, asbestos inspectors, environmental technicians and project designers shall meet a minimum of those training requirements specified in Federal, State, Professional associations (i.e. AIHA), and all applicable State training/certification requirements.

1. Project Initiation

The Consultant(s) shall submit a comprehensive proposal no later than 24 hours after receipt of a written request for a cost proposal for the services described therein. Proposals based on estimated quantities are subject to further negotiation by the County. Individual, project specific Delivery Orders will be issued. The Consultant shall initiate work within 48 hours after the notice to proceed (verbal notice may be issued with a Delivery Order Number). An exception to project initiation time shall be when an emergency situation exists which warrants an immediate response. The County will notify the Consultant of the response requirements (of all projects) at time of request. An immediate response shall be considered response by a certified technician within three (3) hours of request.

Verbal results shall sometimes be requested or a short determination of project status may be requested in writing as a means to prevent and minimize project delays. Upon request, verbal results shall be provided to the County as soon as the laboratory confirmation validity records are reviewed, and/or site and surrounding property reconnaissance. The County shall be notified by telephone and followed up with a facsimile of results within 24 hours.

If the County determines that any Consultant's employees, subcontractor, or any representative is not satisfactorily performing his/her assigned duties OR is demonstrating improper conduct pursuant to any assignment under this Contract, the County shall, in writing, so notify the Consultant and the Consultant shall immediately remove such employee, subcontractor or representative of the Consultant's from such assignment.

2. Program Forms, Reports and Documents

A County site may require the completion of forms, reports or any other required documents to meet Federal, State and/or local code requirements. The consultant shall provide this service upon request by the Project Manager.

Presentation of any and all reports shall include front and back covers, **text on both sides of the text pages**, table of contents, section dividers, procedure and sampling methodology, drawings and photographs as necessary, and any other documentation required to comply with Federal, State, and local Regulations. The Consultant shall provide all submittals in **DRAFT** format, prior to final presentation of documents, reports, drawings, estimates, etc. Formatted drafts are acceptable by facsimile. The draft

document (reports, letters and/or drawings) shall be submitted, at a minimum, two (2) days prior to reporting deadline.

The Consultant shall provide one hardcopy or electronic copy of the final report to the County representative. However, additional copies may be requested.

The Consultant will review with the County any formal presentation, documents, reports, drawing, specification or other services to any Federal, State, or local Regulatory agencies. **The Consultant shall not publish any documents, present any interviews with or release any information to the media (newspaper, radio, television, video, e-mail transmission, Inter/Intranet, etc.) without prior written approval of the County.**

3. Codes and Design Standards

All the services to be performed by the Consultant shall at a minimum, be in conformance with commonly accepted design codes and industry standards, standards of the County, and the regulations of the Federal and/or Stated Regulatory agencies. The Consultant shall be responsible for keeping appraised of any changing codes or regulations, which regulations becoming effective subsequent to the effective date of a Release Order that require an additional level of effort to be performed by the Consultant beyond that covered under the scope of the Release Order. Upon notification to the County of such change, the Release Order shall be subject to negotiation for an increase in scope and compensation by Change Order.

4. Emerging Technology

During the course of this contract, equipment technology and testing parameters may evolve that will allow for services to be addressed or handled by the consultant at the request of the County. The Consultant may be requested to provide information to the County, which may be used to amend the contract to reflect the use of such equipment, parameter or service.

5. Technical Requirements

The project manager will ensure and document adherence to regulations and specifications. A daily log must be maintained on all projects and submitted to the County upon completion of that project.

The following definitions shall apply:

- a. HOLIDAYS: All legal holidays recognized by Orange County Board of County Commissioners (OCBCC). Holiday shifts are defined as all legal holidays observed by the Orange County Board of County Commissioners.

Sampling: All air sampling shall be performed in accordance with NIOSH, AHERA and relevant regulatory agencies governing indoor air quality analyses or asbestos/lead abatement air monitoring, sampling and analysis. The firm must have the capability to analyze air samples by Phase Contrast Microscopy (PCM) directly at the job site in order to minimize the potential for contractor downtime and to provide an early warning system.

The type of samples (re: background, work in progress, personnel, etc.) and an estimate of the number of samples to be collected for each project must be submitted and approved by the County prior to the commencement of each project.

Samples must be shipped within twenty-four (24) hours after being collected.

A. ASBESTOS:

A Licensed Asbestos Consultant (LAC) shall review ACM Survey Reports and may be asked to participate in the design of County abatement projects.

Inspections. All inspections conducted are to be thorough and complete and quantify all suspect materials and recommendations for action must be given as appropriate. One (1) bulk sample will be considered sufficient to make a determination that a material is NOT asbestos containing. A minimum of one (1) sample shall be collected of materials suspected to be friable. If the first sample analyzed is positive for asbestos, then the additional samples of the same material need not be analyzed.

1. TEM - The use of TEM (transmission electron microscopy) shall be provided on an as needed basis. The analytical technique and equipment should be state-of-the-art. If these services will be provided by a firm other than the bidder, full information regarding the subcontractor must be submitted with the bid. All TEM results will be reported on a 24-hour turn around time basis. The 24 hours will begin from the time of sample shipment. All TEM samples must be archived by the Consultant for a period of one (1) year.
2. PCM - Phase Contrast Microscopy shall be provided on an as needed basis. The analysis of PCM samples must be done in strict compliance with the NIOSH 7400 method. The PCM samples collected in the work area must be analyzed on site and reported to the County's representative by the following workday. All other PCM samples (work in progress, background and/or clearance samples) shall be reported within twenty-four (24) hours (from the time of sampling), or not later than 6:00 a.m. of the next business day when applicable. All PCM samples must be archived by the Consultant for a period of one (1) year.
3. PLM/DS - Polarized Light Microscopy/Dispersion Staining shall be provided on an as needed basis. Bulk samples shall be kept in storage by the Consultant for a period of no less than ninety (90) days and not to exceed one (1) year. The samples are to be clearly labeled with the facility name, sample location, date of collection and stored in airtight canisters (plastic bags are not acceptable). All floor tile samples should include analysis results for the tile and the mastic whenever possible.

B. LEAD (Pb)

Must comply with any licenses or certifications required by any federal, state or local regulatory entity during the term of this contract.

1. XRF Spectrum analyzer (Nitron or equivalent) will be considered the paint sampling technique of choice for initial on-site screening of Pb in paint.
2. Laboratory analysis of paint chip samples by AAS method in terms of mg/cm² may be required prior to abatement.
3. Wipe Sampling is the method of choice for evaluation of surface contamination and occupied interior space Pb abatement clearance.
4. Vacuum Sampling is the method of choice for evaluation of contamination on carpet or rough surfaces.

Soil Sampler will be considered for evaluation of contamination of the ground surface. Sampling method will utilize standard heavy metal collection techniques using pre-decontaminated stainless steel sampler and bowl. Laboratory analysis will be accomplished under EPA method 3050 (preparation), 6010 (ICP) and/or 7420 (FAA).

Drinking water will be considered for evaluation for potable water sources.

Ambient air will be considered for evaluation of contamination for total suspended particulate matter under method 40 CFR 50, Appendix G.

TCLP sampling will be the sampling method of choice to establish lead content of total construction demolition debris for non-residential structures.

The County reserves the right to determine which survey methods will be used in a building.

C. RADON

1. All radon measurements must be performed by a certified Radon Measurement Business.
2. All measurements must be collected by certified radon measurement technicians.
3. All work performed by a certified radon measurement technician must be monitored and signed off by a certified radon measurement specialist.
4. The radon measurement business, which analyzes devices or obtains results directly from measurement instruments, must meet the provision of 10D-91.13091 F.A.C.

- a. Phase I Measurement Devices - Measuring devices must meet the proficiency requirements of the USEPA. The preferred measurement device to be used for County projects is the charcoal absorption device.
- b. All requirements of 10D-91 F.A.C. must be complied with for all radon measurement procedures performed in the County.

D. INDUSTRIAL HYGIENE & INDOOR AIR QUALITY

1. All work performed will be at the direction of a CIH, CSP or a P.E. with experience in an industrial hygiene environment and experience remedial type projects.
2. The sampling may require the use of microbial, forensic dust, ambient air, allergenic dust and pollen sampling equipment. Testing and inspections will be in accordance with guidelines and standards that are recognized as the authority, but not be limited to the following: ASHRAE (American Society of Heating, Refrigerating and Air conditioning Engineers) for indoor air comfort levels, ventilation and filtration; the EPA (Environmental Protection Agency) for ambient air quality; NIOSH (National Institute of Occupational Safety and Health) and CDC (Centers for Disease Control) on building air quality; ACGIH (American Council of Government Industrial Hygienists) on practical alternatives to limit values and bioaerosol assessment and control ; OSHA (Occupational Safety and Health Administration) on air contaminants of toxic and hazardous substances and WHO (World Health Organization) on ambient air quality monitoring and assessment.

BID PROPOSAL FORM**IFB#Y10-105-GC**

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.

I. ASBESTOS ENVIRONMENTAL TECHNICIANS MONITORING

ENVIRONMENTAL TECHNICIAN/OPERATOR (Shift starts upon arrival at project site). Rate per hour includes all costs including production of project reports, including those needed to comply with Federal, State, and local regulations, CADD drawings, Licensed Asbestos Consultant (LAC) Services, Project Manager, Senior Staff review and film/photo development, mounting and color reproduction.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>ESTIMATED BID</u>
1.	10-hour shift with unlimited PCM samples. (Flat rate includes weekdays, weekends, emergency response and all shifts)	150	x	\$_____	10 hr shift = \$_____
2.	5-hour shift with unlimited PCM samples. (Flat rate includes weekdays, weekends, emergency response and all shifts)	30	x	\$_____	5 hr shift = \$_____
3.	Holiday 10-hour shifts with unlimited PCM samples.	15	x	\$_____	10 hr shift = \$_____
4.	Holiday 5-hour shift with unlimited PCM samples.	15	x	\$_____	5 hr shift = \$_____
3.	PCM Sample Analysis				
i.	Cost per Sample	150	x	\$_____ each	= \$_____
ii.	Cost per Blank	150	x	\$_____ each	= \$_____
4.	PLM Sample Analysis				
	Cost per Sample	150	x	\$_____ each	= \$_____

Company Name

ITEM NO.	<u>DESCRIPTION</u>	ESTIMATED 3 YEAR <u>QUANTITY</u>	<u>UNIT PRICE</u>	ESTIMATED <u>BID</u>
5.	TEM Sample Analysis			
i.	Cost per Sample (24-hour turnaround)	90 x	\$_____ each	= \$_____
ii.	Cost per Sample (6-12 hours turnaround)	45 x	\$_____ each	= \$_____
iii.	Cost per Blank	30 x	\$_____ each	= \$_____
iv.	Wipes	60 x	\$_____ each	= \$_____
v.	Microvac	45 x	\$_____ each	= \$_____
6.	Point Count Procedure			
	Cost per Type	150 x	\$_____ each	= \$_____
7.	Licensed Asbestos Consultant (LAC) Project Manager	300 x	\$_____ hour	= \$_____
8.	Building Asbestos Survey and Report	150 x	\$_____ each	= \$_____
	Includes report, bulk samples, clerical, film/photo development, mounting and color reproduction, CAD drawing detailing samples and asbestos location, and LAC review service.			
9.	Cost per square foot, project building	300,000 x	\$_____ sq. ft.	= \$_____
10.	Minimum Fee for Facility Inspection	150 x	\$_____ each	= \$_____
ASBESTOS SUBTOTAL				\$_____

II. LEAD ENVIRONMENTAL TECHNICIANS MONITORING

BUILDING LEAD-BASED PAINT SURVEY

ENVIRONMENTAL TECHNICIAN/OPERATOR (Shift starts upon arrival at project site). Rate per hour includes all costs including production of project reports to comply with Federal, State, and local regulations. Survey maybe combined with asbestos survey & sampling event. Includes XRF and technician/operator, report, Senior Staff review services, clerical, CAD drawings detailing sample and lead location.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>		<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
1.	Cost per Square Foot	300,000	x	\$_____ sq. ft.	= \$_____
2.	Minimum fee for facility inspection	75	x	\$_____ each	= \$_____
3.	Paint Chip Sample				
	i. SW 846-3050B	60	x	\$_____ each	= \$_____
	ii. SW 846-6010B	60	x	\$_____ each	= \$_____
4.	Soil Sample				
	i. SW 846-7421 (graphite Furnace)	60	x	\$_____ each	= \$_____
	ii. SW 846-6010B (ICP)	60	x	\$_____ each	= \$_____
5.	TCLP Method: U.S. EPA 1311 (Prep), 6010 (Analysis)	60	x	\$_____ each	= \$_____
6.	Ambient Air Method: 40 CFR 50, Appendix G (Total suspended particulate matter) NIOSH 7105	150	x	\$_____ each	= \$_____
7.	Drinking Water Method: U.S. EPA 239.2 (GFAA)	30	x	\$_____ each	= \$_____
8.	Wipe Sample Method: OSHA 1D121	75	x	\$_____ each	= \$_____
9.	Vacuum Sample, Method: NIOSH 7300 (ICP), NIOSH 7080 (IFAA)	30	x	\$_____ each	= \$_____
10.	XRF Testing Method: HUD Guidelines & Amendments	150	x	\$_____ site	= \$_____

LEAD SUBTOTAL \$_____

III. RADON

Includes survey report, clerical, CAD drawing, or high quality drawing, detailing samples location, and Senior Staff services. (Shift starts upon arrival at project site).

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>		<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
1.	Certified Radon Measurement Technician	60	x	\$_____ hour	= \$_____
2.	Certified Radon Measurement Specialist	60	x	\$_____ hour	= \$_____
3.	10-Hour Shift Technician-Rate	15	x	\$_____ hour	= \$_____
4.	ALPHA Track Detector	15	x	\$_____ hour	= \$_____
5.	Charcoal Absorption Device	60	x	\$_____ hour	= \$_____

Price of items 4 & 5 include the sampling device and measurement/lab costs for analysis.

RADON SUBTOTAL \$_____

IV. IN-DOOR AIR QUALITY & INDUSTRIAL HYGIENE

ENVIRONMENTAL TECHNICIAN/OPERATOR (Shift starts upon arrival at project site) Rate per hour includes all costs including production of project reports, those required to comply with Federal, State and local regulations, CADD drawing/figures, Senior Staff review and film/photo development, mounting and color reproduction.

1.	10-hour shift. (Flat rate includes weekdays, weekends, emergency response and all shifts)	60	x	\$_____ 10 hr. shift	= \$_____
2.	5-hour shift. (Flat rate includes weekdays, weekends, emergency response and all shifts)	60	x	\$_____ 5 hr. shift	= \$_____
3.	Holiday 10-hour shifts.	15	x	\$_____ 10 hr. shift	= \$_____
4.	Holiday 5-hour shift.	15	x	\$_____ 5 hr. shift	= \$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
5.	Air			
i.	Volatile Organic Compounds (VOC'S)	30	x \$_____ each	= \$_____
ii.	VOC'S (63 Compounds & Tentatively Identified Compounds) Method: EPA to 14A/15	30	x \$_____ each	= \$_____
iii.	Formaldehyde			
a.	Method: EPA to 11A	15	x \$_____ each	= \$_____
b.	NIOSH 2016	30	x \$_____ each	= \$_____
iv.	Pesticides, organochlorine Method: EPA to 10	15	x \$_____ each	= \$_____
v.	Pesticides, Organophosphorous Method: EPA to 10A	15	x \$_____ each	= \$_____
vi.	Polynuclear Aromatic Hydrocarbons (Parts) Method: NIOSH 5506	15	x \$_____ each	= \$_____
vii.	Chlordane in Air NIOSH 5510	15	x \$_____ each	= \$_____
viii.	Aldehydes Method: EPA to 11A	15	x \$_____ each	= \$_____
ix.	Metals Method NIOSH 7300	15	x \$_____ each	= \$_____
x.	Mercury Method: NIOSH 6009	15	x \$_____ each	= \$_____
xi.	Polychlorinated Biphenyls (PCBs) Method: EPA to 10A	15	x \$_____ each	= \$_____
xii.	Organochlorine Pesticides & PCBs Method: EPA to 10A	15	x \$_____ each	= \$_____
xiii.	BTEX NIOSH 1500/1501	15	x \$_____ each	= \$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>		<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
	xiv. Welding fumes OSHA ID R5/NIOSH 7300	15	x	\$_____ each	= \$_____
	a. Solder fumes	15	x	\$_____ each	= \$_____
	b. TAL Metals	15	x	\$_____ each	= \$_____
	xv. Other Air Analyses including Microbiological	30	x	\$_____ each	= \$_____
6.	Bulk				
	i. VOC's (EPA Methods to 14A/to15) – 63, Other Bulk Sampling, Inc., Compounds & Tentatively Identified Compounds. Method: 8260B	15	x	\$_____ each	= \$_____
	ii. Microbiologicals	15	x	\$_____ each	= \$_____
7.	WATER				
	i. VOC's Method: EPA 524.2/624/8260B	45	x	\$_____ each	= \$_____
	ii. Chlorinated Pesticides Method EPA 608/8081A	15	x	\$_____ each	= \$_____
	iii. Lead & Copper Method: EPA 200.7/200.9	15	x	\$_____ each	= \$_____
	iv. Other – Including Microbiological	15	x	\$_____ each	= \$_____
8.	Surface Microbiological	15	x	\$_____ each	= \$_____
9.	Carpet, dust & allergens				
	i. Indoor allergens, Latex Protein By ELISA	15	x	\$_____ each	= \$_____
	ii. Indoor allergens, Cat Dander	15	x	\$_____ each	= \$_____
	iii. Indoor allergens, Dog Dander	15	x	\$_____ each	= \$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
	iv. Indoor allergens, Cockroach	15 x	\$_____ each	= \$_____
	v. Indoor allergens, Dust Mites	15 x	\$_____ each	= \$_____
	vi. Indoor allergens, Mouse	15 x	\$_____ each	= \$_____
	vii. Indoor allergens, Rat	15 x	\$_____ each	= \$_____
	viii. Indoor allergens group	15 x	\$_____ each	= \$_____
10.	Supplemental Analysis, including fungal, bacterial, microbiological allergens	30 x	\$_____ each	= \$_____
11.	Spore Trap Basic (fungal spores, mycelial/hyphal fragments, pollen)	45 x	\$_____ each	= \$_____
12.	Spore Trap expanded analysis (same as basic plus skin cells, fibers)	45 x	\$_____ each	= \$_____
13.	Bacteria Air Culture Basic (genus and gram stain)	30 x	\$_____ each	= \$_____
14.	Bacteria Air Culture Expanded (genus, species and gram stain)	30 x	\$_____ each	= \$_____
15.	Fungal Air Culture Basic (to genus)	30 x	\$_____ each	= \$_____
16.	Fungal Air Culture Expanded (to species)	30 x	\$_____ each	= \$_____
17.	Surface Sewage Screen (E-coli, enterococcus, fecal coliform)	15 x	\$_____ each	= \$_____
18.	Legionella	15 x	\$_____ each	= \$_____
19.	Tape lift, Swab, Wipes Fungal Culture	30 x	\$_____ each	= \$_____
20.	Avian pathogen screen (cryptococcus, histoplasma)	15 x	\$_____ each	= \$_____
21.	Thermal Imaging	30 x	\$_____ each	= \$_____

ITEM NO.	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
22.	Airborne Contaminants			
	i. Fine Particulate Investigation	15	x \$_____ each	= \$_____
	ii. Airborne Paint Pigments	15	x \$_____ each	= \$_____
	iii. Portland Cement	15	x \$_____ each	= \$_____
	iv. Airborne Oil Mist	15	x \$_____ each	= \$_____
	v. Welding Aerosols	15	x \$_____ each	= \$_____
	vi. Carbon Black	15	x \$_____ each	= \$_____
23.	Nuisance & Respirable Dust			
	i. NIOSH 0500 & 0600	15	x \$_____ each	= \$_____
	ii. Airborne Dust	15	x \$_____ each	= \$_____
24.	Silica NIOSH 7500 & OSHA ID-142	30	x \$_____ each	= \$_____

INDOOR AIR QUALITY & INDUSTRIAL HYGIENE SUBTOTAL \$_____

V. EQUIPMENT

The use of equipment will be based on **5-hour or 10-hour shift.**

1.	Organic Vapor Analyzer (OVA)			
	a. Flame Ionization Detector			
	i. Cost for 5-hour	15	x \$_____ 5-hour	= \$_____
	ii. Cost for 10-hour	30	x \$_____ 10-hour	= \$_____
	b. Photo Ionization Detector			
	i. Cost for 5-hour	15	x \$_____ 5-hour	= \$_____
	ii. Cost for 10-hour	30	x \$_____ 10-hour	= \$_____

ITEM NO.	<u>DESCRIPTION</u>	ESTIMATED 3 YEAR <u>QUANTITY</u>		<u>UNIT PRICE</u>	ESTIMATED <u>BID</u>
2.	Hydrogen Cyanide Monitoring System				
	a. Cost for 5-hour	15	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____
3.	Confined Space Entry Meter (w/H2S)				
	a. Cost for 5-hour	30	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	30	x	\$_____ 10-hour	= \$_____
4.	Temperature, relative humidity, carbon dioxide meter				
	a. Cost for 5-hour	60	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	30	x	\$_____ 10-hour	= \$_____
5.	Colormetric Pump Unit (not incl. tubes)				
	a. Cost for 5-hour	15	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____
6.	Colormetric Tubes (each)				
	a. Cost for 5-hour	15	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____
7.	Airflow Measuring Hood w/5 hoods				
	a. Cost for 5-hour	30	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____
8.	Moisture Meter				
	a. Cost for 5-hour	30	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
9.	Boroscope			
	a. Cost for 5-hour	30	x \$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x \$_____ 10-hour	= \$_____
10.	Videoprobe			
	a. Cost for 5-hour	15	x \$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x \$_____ 10-hour	= \$_____
11.	Aerosol Monitor			
	a. Cost for 5-hour	15	x \$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x \$_____ 10-hour	= \$_____
12.	Fluid Sampling Tubes			
	a. Stainless Steel/Teflon Decontaminated Bailer			
	i. Cost for 5-hour	15	x \$_____ 5-hour	= \$_____
	ii. Cost for 10-hour	15	x \$_____ 10-hour	= \$_____
	b. Poly Disposal Bailers			
	i. Cost for 5-hour	N/A		
	ii. Cost for 10-hour	30	x \$_____ 10-hour	= \$_____
	c. Thief Tubes			
	i. Cost for 5-hour	N/A		
	ii. Cost for 10-hour	15	x \$_____ 10-hour	= \$_____
13.	Hydro Lab Unit			
	a. Cost for 5-hour	15	x \$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x \$_____ 10-hour	= \$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>		<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
14.	Specific Conductivity				
	a. Cost for 5-hour	30	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	30	x	\$_____ 10-hour	= \$_____
15.	pH, Temperature, Specific Conductivity Meter				
	a. Cost for 5-hour	30	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	30	x	\$_____ 10-hour	= \$_____
16.	Temperature Meter				
	a. Cost for 5-hour	30	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	30	x	\$_____ 10-hour	= \$_____
17.	Salinity Meter				
	a. Cost for 5-hour	15	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____
18.	pH Meter				
	a. Cost for 5-hour	15	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____
19.	Dissolved Oxygen Meter				
	a. Cost for 5-hour	15	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____
20.	Turbidity Meter				
	a. Cost for 5-hour	15	x	\$_____ 5-hour	= \$_____
	b. Cost for 10-hour	15	x	\$_____ 10-hour	= \$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
21.	Multiple Parameter (Inc. items 8 – 14)			
	a. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	b. Cost for 10-hour	15	x \$_____ 10-hour = \$_____	
22.	Filter Flowmeter			
	a. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	b. Cost for 10-hour	15	x \$_____ 10-hour = \$_____	
23.	10-micron Water Filter			
	a. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	b. Cost for 10-hour	15	x \$_____ 10-hour = \$_____	
24.	Interface Probe			
	a. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	b. Cost for 10-hour	15	x \$_____ 10-hour = \$_____	
25.	Pumps			
	a. Sampling (Peristaltic)			
	i. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	ii. Cost for 10-hour	15	x \$_____ 10-hour = \$_____	
	b. Development (Diaphragm, Centrifuge)			
	i. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	ii. Cost for 10-hour	15	x \$_____ 10-hour = \$_____	
26.	Measuring Wheel			
	a. Cost for 5-hour	60	x \$_____ 5-hour = \$_____	
	b. Cost for 10-hour	150	x \$_____ 10-hour = \$_____	

ITEM NO.	<u>DESCRIPTION</u>	<u>ESTIMATED 3 YEAR QUANTITY</u>	<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
27.	Metal Detector			
	a. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	b. Cost for 10-hour	30	x \$_____ 10-hour = \$_____	
28.	Noise Meter			
	a. Cost for 5-hour	15	x \$_____ 5-hour = \$_____	
	b. Cost for 10-hour	30	x \$_____ 10-hour = \$_____	
EQUIPMENT SUBTOTAL				\$_____

3 YEAR TOTAL ESTIMATED BID

I.	ASBESTOS SUBTOTAL	\$_____
II.	LEAD SUBTOTAL	\$_____
III.	RADON SUBTOTAL	\$_____
IV.	INDOOR AIR QUALITY & INDUSTRIAL HYGIENE SUBTOTAL	\$_____
V.	EQUIPMENT SUBTOTAL	\$_____
TOTAL ESTIMATED BID:		\$_____

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

Performance shall begin not later than two (2) calendar day After Receipt of Order (ARO) per Special Terms and Conditions #6.

Inquiries regarding this Invitation for bids may be directed to Ginny Coleman, Senior Purchasing Agent, at telephone number (407) 836-5640.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, Schedule of Sub-Contracting, current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report.
- B. Completed reference documentation, pages 41, 42 and 43.
- C. Qualifications of Firm information, per Special Terms and Conditions #1.
- D. Qualifications of Staff and Laboratory per Special Terms and Conditions #2.
- E. Certificate of Competency and License, per Special Terms and Conditions #1.

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#: _____

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/offeror shall complete and submit the following information with the bid or proposal:

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/proposer shall acknowledge receipt of any addenda issued to the 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 or proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

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

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

REFERENCES:

List five (5) customers during the past ten (10) years for the goods or services specified in the solicitation in the spaces provided below giving the company 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: _____

4. 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: _____
- Email Address: _____

5. 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 vendor, 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. Y10-105-GC

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 firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, 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 firm 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 firm, **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 proposal. 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 proposal.

RELATIONSHIP DISCLOSURE FORM
For use with procurement items except
When 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, offeror, quoter or respondent or his/her agent and shall be submitted to the Purchasing Division by the bidder, offeror, quoter or respondent or his/her agent.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

APPLICANT(S) INFORMATION

Name of Applicant(s): _____

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

Business Phone () _____

Facsimile () _____

IS THE BIDDER, OFFEROR, QUOTER OR RESPONDENT OR ANY PERSON INVOLVED IN THIS SOLICITATION A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

IS THE MAYOR OR ANY MEMBER OF THE BCC YOUR EMPLOYEE?

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

____ YES ____ NO

If you responded yes to any of the above questions, please state with whom and explain the relationship: _____

Solicitation # _____

ORIGINAL SIGNATURE 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 solicitation is scheduled to be presented. 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

Print Name and Title

FREQUENTLY ASKED QUESTIONS (FAQ)

Relationship Disclosure Form

Updated 11-26-08

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (OC CE 2P) is implemented as a part of the Local Code of Ethics to ensure that all procurement items presented to the County include information on each bidder, offeror, quoter or respondent as to their relationship with the Mayor or members of the BCC. [The form will be a part of the back up information for your item.](#)

WHAT INFORMATION SHOULD BE DISCLOSED ON THIS FORM?

A relationship disclosure form should be filed with the box [checked](#) “YES” [and the relationship described](#) if the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *business associate* of the Mayor or any member of the BCC; if any person involved with the solicitation has a beneficial interest in the outcome of the matter and is a business associate with the Mayor or any member of the BCC; in cases where the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *relative* of the Mayor or any member of the BCC; and in those cases where the Mayor or any member of the BCC is an *employee* of the bidder, offeror, quoter, respondent or any person involved with the solicitation.

HOW ARE THE 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. (s.112.312(4)), Florida Statutes, and s. 2-452(b), Orange County Code)

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. (s. 112.312(21), Florida Statutes)

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

WHAT IF THE ANSWER IS “YES”?

[The information on this form is available to the BCC and this form will accompany the item as back up.](#)

WHEN DO I FILE THE RELATIONSHIP DISCLOSURE FORM?

In most cases this form will be collected at the time you submit your procurement-related forms. However, response to a bid will not be deemed unresponsive if this form is not included in the initial submittal packet to the Purchasing Division.

CAN I UPDATE THE RELATIONSHIP DISCLOSURE FORM?

Yes, you may. In fact, updates to the Relationship Disclosure Form remain a continuing obligation of the [bidder](#).

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This form should be completed in full and filed with all bids, proposals, quotes or other responses to the Orange County Solicitation and shall remain cumulative. Amendments to the initial report shall also be submitted to the Purchasing and Contracts Division.

Part I

Please complete the following:

Name and Address of Principal or Principal's Authorized Agent: _____

Name and Address of Lobbyist, consultants, contractors, if any: _____

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, 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). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

Date of Expenditure	Name of Payee	Description of Expenditure	Amount Expended
			\$
			\$
			\$
			\$
			\$
			\$

If continued on a separate sheet, please check here _____

Total Expenditures this Report: \$_____

Date of this Report: _____

Solicitation # _____

Specific Project Expenditure Report (December 16, 2008)

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. 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*)

Failure to complete and submit this form with your bid, proposal or response may render it non-responsive.

FREQUENTLY ASKED QUESTIONS (FAQ)
Specific Project Expenditure Report
Updated 12-16-08

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

In summary the Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the Board or County Commissioners (BCC). Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code). Projects that are specifically exempt from the SPR requirement include 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. (Reference s. 2-354(b), County Code)

WHAT IS LOBBYING?

The County Code defines "Lobbying" to mean communicating directly with the County Mayor, any member of the BCC, or with the member of a County procurement committee **or** communicating indirectly with the Mayor or any other member of the BCC by directing the communication to a staff member of the Mayor or 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.

In all cases, Lobbying is activity which seeks 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 will include all communication whether oral, written or electronic and whether initiated by the lobbyist or by the person being lobbied. (Reference s. 2-351, 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.

WHO FILES THE SPR?

The principal or his/her authorized agent will complete the SPR. Section 2-351, County Code, defines a Principal as 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 those persons, partnerships, joint ventures, trusts, associations, corporations, limited liability corporations, or other entities where they or their employees do not qualify as a lobbyist but do perform lobbying activities on behalf of a business in which they have a personal interest. For purposes of filing an SPR, principal does not include governmental entities.

WHAT IS AN EXPENDITURE?

Section 112.3125, Florida Statutes, defines "Expenditure" to mean "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106 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)." Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (Reference s.2-354, County Code)

HOW DO I FILE THE SPR?

The BCC requests only one original, signed, cumulative SPR be filed that documents all lobbying expenditures incurred for each specific project or item that will come before the BCC. The SPR must be prepared and contain the original signature of the principal or his/her authorized agent, must be filed with the County Department processing your application, and will remain a part of the application packet for your project or item. (Reference s. 2-354(b), County Code)

WHEN DO I FILE THE SPR?

In most cases the SPR will be collected with your other application forms. The final, cumulative SPR should be filed with the County Department processing your application no less than seven (7) days prior to the scheduled BCC agenda date. (Reference s. 2-354(b), County Code)

CAN I UPDATE THE SPR?

Yes, you may. In fact, all updates to the SPR remain a continuing obligation of the principal or his/her authorized agent and, where an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR should be filed prior to the scheduled BCC meeting. An amended SPR should be filed with the County Department where the original application, including SPR, was filed.

If additional expenditures occur after the final amended SPR is filed and within 7 days of your BCC hearing date, an update to the SPR must then be verbally presented to the BCC if your item is a discussion item or is set for a public hearing. If your item is on the consent agenda and an update occurs within 7 days of the BCC meeting, the item will be pulled from the consent agenda to be considered at a future meeting. (Reference s. 2-354(b), County Code)

WHERE DO I FILE THE SPR AND SUBSEQUENT UPDATES?

The SPR and any update to the SPR should be filed with the County Department processing your application. The SPR and any updates must be filed no less than 7 days prior to your BCC hearing date. (Reference s. 2-354(b), County Code)

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 subcontractors 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: _____

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 PERFORMING 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 your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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 201 S ROSALIND AVE 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 your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D.....

WORKERS COMPENSATION AND EMPLOYERS 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

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©NCCI Holdings, Inc.

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:

(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 of 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.