



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

TELEPHONE: (727) 847-8194

FACSIMILE: (727) 847-8065

www.PascoPurchasing.com

**INVITATION FOR BIDS
BID NO. IFB-EC-11-127
UTILITY LOCATING SERVICES
ANNUAL AWARD**

SUMMARY OF WORK

It is the intent of this solicitation to contract with a company to provide the Pasco County Utilities Services Branch with locating services per the attached specifications and conditions of the bid document.

The Pasco County Purchasing Department will receive sealed bids until 2:30 p.m., local time (our clock), on August 9, 2011, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit one (1) original bid form.

Insurance coverage is required for this project; please refer to the Special Provisions.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.FloridaBidSystem.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.FLORIDABIDSYSTEM.COM AT NO COST.**

Ernest D. Catron,
Buyer



**PASCO COUNTY BOARD OF COUNTY
COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to the Invitation for Bid, Solicitation No. IFB-EC-11-127, for the following reason(s):

Please check all that apply.

1. ☐ Opening date does not allow sufficient time to complete bid response.
2. ☐ We do not offer the commodities or services requested.
3. ☐ Our schedule would not permit us to perform.
4. ☐ We are unable to meet the issued specification.
5. ☐ Specifications are restrictive (please explain below).
6. ☐ We are unable to meet the surety requirements.
7. ☐ Other: _____

Explanations: _____

Name: _____

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Fed. ID No.: _____

IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If the said bidder should submit more than one (1) price on any item (or service), ALL prices will be rejected for that item. The bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of Pasco County.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair

evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by lowest total or whichever manner is deemed to be in Pasco County's best interest; price and other factors considered.

BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the invitation number,

commodity, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**

BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central and public files.

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be

judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. 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 to provide any goods or services to a public entity; 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEMNIFICATION

In consideration of the sum of One Hundred and 00/100 Dollars (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the contractor, to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

NONDISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire,

tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

OFFICIAL DOCUMENTS

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.FloridaBidSystem.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any changes, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.FLORIDABIDSYSTEM.COM AT NO COST.**

PAYMENT PROCEDURES

Pasco County has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that vendors providing goods and/or services to Pasco County receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Board Records Department, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of One and 20/100 Dollars (\$1.20). Please make your check payable to Paula S. O'Neil, Clerk and Comptroller, and forward payment to the Board Records Department at the address noted above. For further information, please call (352) 521-4347.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Pasco County approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Pasco County approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for the specified work. Only one (1) lump-sum payment will be made. NO progress or partial payments will be authorized.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

PUBLIC INFORMATION

Upon public opening of all bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

PUBLISHED PRODUCT SPECIFICATIONS

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of nonresponsiveness and rejection.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

4. The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of

contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

VENDORS LIST

Vendors must visit www.FloridaBidSystem.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

CONTRACT TERM

The contract period will begin on October 1, 2011, and continue through September 30, 2014, under the same prices, terms, and conditions as in the original contract approved by Pasco County, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by Pasco County.

ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as non-responsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Pasco County of (1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this

contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654-5598. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)

Unit prices in contracts that are longer than twelve (12) months and include provisions for price adjustments based on movement in the Consumer Price Index (CPI) may be adjusted bi-annually. The unit prices may be adjusted based on the movement of the of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100), as posted at <http://www.bls.gov/cpi/>. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative and will be computed using the original contract unit prices. Adjustments may be requested no earlier than 180 days

after the contract start date. Adjustments shall be computed using the latest CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first (1st) day of the next month, provided the request is submitted at least fifteen (15) days prior. If later than fifteen (15) days prior, the adjustment will become effective on the first (1st) day of the following month. Adjustments may be requested every 180 days thereafter for the term of the contract. Adjustments will not be retroactive or prorated. The County reserves the right to also request adjustments, following the first adjustment and at the same interval, especially if the CPI decreases and it is deemed to be in the County's best interest.

REPORT STANDARDS

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate, and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

END OF SPECIAL PROVISIONS

UTILITY LOCATING SERVICE TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK

- 1.1 The intent of this solicitation is to contract for a three (3) year period with a company that will perform "Locating Services" for the Pasco County Utilities Services Branch with accuracy, timeliness, and professionalism.
- 1.2 The contractor shall meet the minimum requirements set forth hereafter to perform "Utility Locating Services" for the Pasco County Utilities Services Branch.

2.0 DEFINITIONS

Unless the context indicates otherwise, the following terms are defined as shown when used in these technical specifications:

- 2.1 Department The Pasco County Utilities Services Branch.
- 2.2 Sunshine State One Call of Florida, Inc. (SOC): The Company that is responsible for the operation of Florida's "One Call Underground Utility Locating Activity" pursuant to Federal laws.
- 2.3 Irthnet: A managing browser-based computer system utilized by SOC to distribute and receive locate ticket information. The Department is now using this system exclusively for SOC locate ticket activities.
- 2.4 Sunshine One Call Locate (SOCL) Ticket: The SOC-based document, which designates the approximate location, length, and type of underground facility to be located and marked by the contractor.
- 2.5 Sunshine One Call Locate (SOCL) "Worked" Ticket: An SOC issued ticket, via Irthnet, which therefore warrants a response to SOC, via Irthnet, using the response codes provided.
- 2.6 Utility Locating Service ("Locate"): Using the Florida SOCL ticket information issued via Irthnet, the contractor shall locate and mark each designated water, wastewater, or reclaimed water facility.
- 2.7 Workday: For the purpose of these specifications, a workday shall occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of County holidays.

3.0 DEPARTMENTAL STAFF AND FACILITIES

- 3.1 Project Manager: In addition to any other authority granted to the project manager by these contract documents, the project manager may issue special instructions to the contractor to minimize interference with Departmental operations and may reject as defective work any activity performed by the contractor that does not, in the opinion of the project manager, comply with these technical specifications. Unless otherwise advised by the Department, the project manager for this contract is designated and may be contacted as follows:

Mr. Nelson D. Holt
Telephone: (727) 847-8145
Facsimile: (727) 847-8064
Email: nholt@pascocountyfl.net

- 3.2 Departmental Facility Records: This information contains atlas maps, as-built drawings, and other related and sensitive information that will be used by the contractor to "locate" the Departmental facilities in response to Department-transmitted SOCL tickets. The project manager may update such data periodically. The contractor shall be responsible for obtaining the latest information.

4.0 MINIMUM REQUIREMENTS

- 4.1 Required System: The contractor will be required to have a full, working knowledge of Irthnet, and the hardware/software needed to execute Irthnet for all locating activities. The Department will provide the contractor with access to Irthnet. The contractor will not need to purchase the Irthnet System.
- 4.2 Required Manual Processing of Tickets: In case of inaccessibility of the Irthnet System due to technical problems, the contractor will be required to manually process ticket(s) via an e-mail-based process that will be controlled by the Department. For invoicing and tracking purposes, the contractor will be required to complete a written record containing the data described in the attached Exhibit A for each designated geographic location.
- 4.3 Personnel: The contractor shall have sufficient qualified personnel available to perform timely and accurate locating services for the Department's appurtenances. The contractor will ensure that each of its employees operating a motor vehicle in performance of the contractor's responsibilities hereunder is properly licensed by the State of Florida for the operation of that vehicle. Each contractor employee shall have a contractor-provided identification card in their possession at all times and wear the contractor's uniform while performing the utility locating service required herein.
- 4.4 Licenses and Permits: The contractor shall obtain and maintain, at its own expense, all applicable licenses and permits that are necessary to perform the utility locating services contemplated in these technical specifications.

- 4.5 Material, Parts, and Equipment: Except as otherwise herein, the contractor shall provide all materials, labor, and equipment necessary to perform the utility locating services contemplated in these technical specifications in the specified manner.
- 4.6 Vehicles: The contractor shall furnish all vehicles necessary to perform standard utility locating services. Each vehicle shall prominently display the contractor's company name, logo, and telephone number on the vehicle's left and right sides. The contractor shall maintain all vehicles utilized in performing utility locating services in good mechanical condition. The provision of necessary and essential vehicle maintenance shall occur in a manner that does not disrupt or delay the provision of the utility locating services contemplated by these technical specifications.
- 4.7 Safety: The contractor shall exercise all legally required and reasonable measures necessary to safeguard property and persons from its operations hereunder. If the project manager determines that the contractor is not using standard safety practices, the project manager may close down a locate site until corrective measures have been taken.
- 4.8 Traffic Control: The contractor shall comply with all Florida Department of Transportation (FDOT) and/or Pasco County Road and Bridge Department OR Traffic Operations Division Traffic Control requirements and shall additionally provide all traffic-control devices and methods necessary to safely perform its responsibilities hereunder.
- 4.9 Injuries and Damage: The contractor shall immediately report to the project manager all injuries resulting from its performance hereunder and all property damage (including, without limitation, all line breaks) resulting from or discovered by the contractor during its performance hereunder. All damage to Department facilities resulting from the contractor's performance and/or failure hereunder shall be repaired by the Department. The contractor shall be held responsible for all such damage determined by the project manager to be the fault of the contractor, and the actual costs of such repairs may be, at the Department's discretion, deducted from amounts due the contractor hereunder, or otherwise recovered from the contractor through any and all legal remedies available to Pasco County.
- 4.10 Rejected Work: Within forty-eight (48) hours of notification of such determination, the contractor shall correct all work determined by the project manager to be defective. The contractor shall not charge callback or follow-up work to the County to correct defective work.
- 4.11 Communications: The contractor shall maintain means of communications with the project manager during the work hours specified in Section 2.7.
- 5.0 SUMMARY OF WORK
- 5.1 Description: The contractor shall, except as otherwise provided herein, furnish all labor, tools, vehicles, fuel, equipment, parts, supplies, and materials necessary to perform the utility locating services by the due date on the individual SOCL ticket and

as contemplated in these technical specifications in an expeditious, complete and workmanlike manner.

- 5.2 Execution: Upon receipt of the SOCL "locate" ticket through Irthnet or from the Department (manual process), the contractor shall be able to access through Irthnet (or from the Department, if using manual process) all the information related to the work, including maps and other pertaining data.

The contractor shall exercise every reasonable effort to locate the designated Departmental facilities via probing, digging, ground penetrating radar, vacuum excavating simple "pot-holes," use of state-of-the-art electronic detection methods, or other Department-approved method. The contractor shall report to the project manager when an SOCL ticket "locate" that is shown on the County-provided record information, but which cannot be located or is incorrectly shown on the records. Such notice shall be given on the day of such occurrence, along with any available corrective information. Information must be provided in electronic format (email copy of the PDF format map and location). Unless otherwise directed by the project manager, the contractor shall perform the following steps, as necessary, when performing utility location services:

5.2.1 All Tickets:

- 5.2.1.1. Receive and respond to all SOCL tickets from Irthnet (or the Department if using manual process) on a daily basis.
- 5.2.1.2. The vehicle crew leader shall sign and date the SOCL ticket upon completion of the work (Manual Process Only).
- 5.2.1.3. Restore all affected work areas to their prior condition.
- 5.2.1.4. Call in a positive response by midnight of the due date.

5.2.2 Cleared Tickets:

- 5.2.2.1. Confirm that the Department's facilities are NOT within the ticket work area and, if the record information is incorrect as to its location, provide to the project manager the correct location information of each utility location identified in the record information.
- 5.2.2.2. Whenever necessary, use "pot-holing" and rod-probe locating methods to verify pipeline locations within pervious soil areas.
- 5.2.2.3. Utility location services within impervious surface areas shall be performed using ground penetrating radar as part of the scope.
- 5.2.2.4. Complete the report via Irthnet and note that the ticket is cleared.

5.2.3 Worked Tickets:

- 5.2.3.1. Confirm that the Department's facilities are within the ticket work area and, if the record information is incorrect as to its location, to provide correct location information of each utility location identified in the record information.
- 5.2.3.2. Whenever necessary, use "pot-holing" and rod-probe location methods to verify pipeline locations within pervious soil areas.
- 5.2.3.3. Utility location services within impervious surface areas shall be performed using ground penetrating radar as part of the scope.
- 5.2.3.4. Use FDOT "Level C" marking. Mark each located facility within the SOCL ticket area with paint or flagging per American Public Works Association (APWA) color coding ("BLUE" for water, "GREEN" for wastewater, and "PURPLE" for reclaimed water). Make note of any abnormal conditions in the service record.
- 5.2.3.5. Complete, submit via Irthnet (or alternatively if using manual process) that the ticket is worked.

5.2.4 Reporting- Service Records:

- 5.2.4.1. The contractor shall submit an invoice with backup denoting the number of tickets worked, by locator, by date (entry for each day in the billing period), total number of tickets worked by date, total billed amount by date, and cumulative totals of above mentioned items for the billing period for Irthnet worked tickets. For manual processed tickets, the contractor shall submit an invoice, with backup in accordance with Exhibit A, to the project manager for the services done in accordance with Section 8.2.
- 5.2.4.2. The contractor shall maintain in-house for the entire contract period a running aggregate SOCL ticket log of the Exhibit A files and other computer generated reports via Irthnet to aid in confirming the contractor's performance of County-ordered utility locating service's work. The contract shall make available to the Department's inspection during normal working hours. **At the end of the contract, copies of the said logs and reports are to be turned over to the Department.**

6.0 BID ITEM

Utility Location Services: The cost per SOCL ticket for each utility location service worked/cleared shall be the sole basis compensating the contractor for all utility location services performed in accordance with these technical specifications and associated with this contract. No other charges will be allowed. The specified quantity has been estimated and the Department reserves the right to increase or decrease it during the contract period.

7.0 BIDDER QUALIFICATIONS

7.1 Ability to Perform: The successful bidder must be capable of performing all of the services contemplated by these technical specifications. The failure of any bidder to submit the information requested in this subsection may result in the County's rejection of that bidder's bid.

7.2 Experience: The successful bidder, or a current principal thereof, must have satisfactorily completed one (1) or more jobs or contracts for services similar in nature and extent to that contemplated in this bid matter.

The bidder's proposed staff for locating supervisors and locators must have satisfactorily performed the Underground Utility Locating Services contemplated by these Technical Specifications. The supervisors must have one (1) or more years experience performing jobs or contracts similar in nature and extent to that which is contemplated in these bid documents.

7.3 Licensing: In order to be considered for award of this bid, the bidder must provide with its bid copies of all licenses required to perform the services required by this bid prior to the final award.

7.4 References: In order to be considered for award of this bid, the bidder must provide the appropriate information with its bid to verify its qualifications pursuant to this subsection. The "**Schedule of Bidder's Qualifications**" **Exhibit A** appended to the bid proposal should be used by the bidder to provide such information. For each reference listed in this section, the bidder must provide data that may be used to confirm the referenced information. Such shall include, but is not limited to, the name and contact person for the governmental agency that licensed the bidder during the time the referenced work was performed as well as the name and contact information for the project manager that oversaw the bidder's work for each listed reference. Failure to provide verifiable reference information may, at the County's discretion; result in the bidder's disqualification.

7.5 Facilities: The Department reserves the right to inspect the personnel records, facilities, vehicles, and/or equipment of the apparent low bidder to determine, in the Department's opinion, whether the bidder has sufficient staff and equipment and is thereby apparently capable of satisfactorily performing the requirements of this contract, if selected.

8.0 COMPENSATION

8.1 Calculation of Payments: The County shall pay the contractor for all services performed in accordance with this contract at the price specified in the bid proposal, following the County's receipt of an appropriate invoice as described in Section 8.2.

8.2 Invoices: The contractor shall submit an invoice to the project manager by the tenth (10th) day of each month for services rendered hereunder for the preceding month. Each such invoice shall individually detail the number of tickets worked by locator, by date (entry for each day in the billing period), total number of tickets worked by date, total billed amount by date, and cumulative totals of above mentioned items for the

billing period. For manual processed tickets, the contractor shall submit an invoice, with backup in accordance with Exhibit B, to the project manager for the services done in accordance with Section 8.2. The invoice shall contain sufficient verifiable detail to allow a proper pre-audit and post-audit thereof.

9.0 OTHER PROVISIONS

9.1 County Operations: The contractor shall be responsible for all interruptions of the normal operations of County facilities and for all fines, penalties, and expenses imposed upon or incurred by either the County or the contractor where such interruption, fine, penalty, or expense in the result of the negligent or wrongful intentional acts or omissions of the contractor or any of its owners, officers, employees, agents, or subcontractors.

9.2 Penalty for Delays: The work specified herein shall be completed in compliance with the provisions of these technical specifications, within the time and stipulated manner. In view of the major consequences which any delay in finishing the work would cause, a penalty for lateness shall be applied to the contractor at the County's sole discretion, unless such delay is the result of negligence by the Department's staff. All late ticket charges assessed against the Pasco County Utilities Services Branch by Sunshine One Call for tickets initially assigned to the contractor will be deducted from the next invoice submitted by the contractor.

9.3 Tampering: Unless otherwise provided herein, Pasco County Ordinances prohibit the tampering with or work on County utility facilities except with the express written authority of the County or during a County-recognized emergency. Further, the said ordinances provide for the prosecution of persons violating such provisions and for punishment upon conviction of it by fines and/or imprisonment. Any such violation by the contractor or by any of its agents, officers, employees, or subcontractors shall, upon a finding of guilt, be considered a serious breach of this contract and shall entitle the County to terminate the same and to debar the contractor from participating in future County procurement activities in accordance with procedures implemented by the County Administrator.

END OF SPECIFICATIONS

SEE EXHIBIT A & B

BID FORM

Business Name: _____

Item No.	Quantity	Description	Unit Price	Total
1.	30,000	SOCL Tickets Worked	_____	_____

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

(Signature of Bidder—Ink)

(Printed Name and Title)

(Business Name)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

☐ Corporation:

☐ Partnership: ☐ General ☐ Limited

☐ Limited Liability Company (LLC):

State Registered In: _____ Year: _____

☐ Sole Proprietorship: Owner: _____

☐ Other: _____

Telephone: _____

Facsimile: _____

Address: _____

Date: _____, _____

EXHIBIT A

Schedule of Bidder's Qualifications

To enable the Owner to evaluate the Bidder's qualifications to provide the goods and/or perform the services, the Bidder shall list in the spaces below similar contracts the Bidder has completed or has under active contract within the last five (5) years.

CUSTOMER NAME	ADDRESS	PHONE NUMBER	# YEARS SERVICE	CONTACT NAME

EXHIBIT B

UTILITY LOCATION SERVICES DAILY UTILITY "LOCATE" SERVICE RECORD

DATE	TICKET NO.	PW (FT.)	WW (FT.)	RW (FT.)	COMMENTS/DEFICIENCIES

NAME OF LOCATOR: _____ SIGNATURE OF SUPERVISOR: _____

Note: PW = Potable Water, WW = Wastewater, RW = Reclaimed Water Facilities