

**AMENDMENT NO. 5
CONTRACT NO. Y21-137-MV, INFRASTRUCTURE LOCATOR**

EFFECTIVE DATE: March 20, 2023

By mutual agreement, the subject contract is changed as follows:

1. The total amount of the contract has changed from \$3,511,331.61 to \$3,686,898.19, an increase of \$175,566.58, all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

HIGH TECH ENGINEERING INCORPORATED

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

By: _____

_____ *Melisa Vergara*

Print Name: Manuel Calvo

_____ Melisa Vergara, Contracting Agent

Title: President

_____ Procurement Division

Date: 03/17/2023

Date: 3/17/23

AMENDMENT NO. 4
CONTRACT NO. Y21-137-MV, INFRASTRUCTURE LOCATOR

EFFECTIVE DATE: March 7, 2023

By mutual agreement, the subject contract is changed as follows:


1. The total amount of the contract has changed from \$3,511,331.61, an increase of \$402,000, all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

HIGH TECH ENGINEERING INCORPORATED

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

By:  _____

 _____

Print Name: Manuel Calvo

Carrie Mathes, Procurement Manager

Title: President

Procurement Division

Date: 03/07/2023

Date: 3.8.2023

**AMENDMENT NO. 3
CONTRACT NO. Y21-137-MV, INFRASTRUCTURE LOCATOR**

EFFECTIVE DATE: January 15, 2023

By mutual agreement, the subject contract is changed as follows:


The total amount of the contract has changed from \$2,961,268.20 to \$3,109,331.61, an increase of \$148,063.41, all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

HIGH TECH ENGINEERING INCORPORATED

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

By:  _____

 _____

Print Name: Manuel Calvo

Melisa Vergara, Contracting Agent

Title: President

Procurement Division

Date: 01/09/2023

Date: 1/9/23

AMENDMENT NO. 2
CONTRACT NO. Y21-137-MV, INFRASTRUCTURE LOCATOR

EFFECTIVE DATE: October 29, 2021

By mutual agreement, the subject contract is changed (additions, and/or modifications are underlined) as follows:

1. Section 3 – Scope of Services, **EQUIPMENT**, Item 1 is deleted in its entirety and replaced with the following:

EQUIPMENT

1. Equipment used for locating and marking underground water and sewer facilities shall be provided by the Contractor and shall include, but not be limited to, the following:

- **Vehicles Used to Transport Contractor's Personnel**

At a minimum, the Contractor shall provide one (1) 4-wheel drive vehicle less than five (5) years of age for each locator. Owner's documents or lease agreements shall be made available at any time for the term of the contract. These shall be maintained in a safe and clean condition. The name of the Contractor shall be prominently displayed on the front doors so that the vehicles may be identified as belonging to the Contractor from a distance of fifty feet (50'). The County will not provide overnight parking space for Contractor's vehicles on its property, nor shall assume any burden of paying parking fees.

The Contractor may request a special dispensation from the County if not enough 4-wheel drive vehicles are available for assignment to all locators due to unforeseen causes. Any occurrence during the period that can be directly related to the lack of appropriate vehicle(s) will be the sole responsibility of the Contractor, including any over time incurred by the locator.

- **Locate Instruments**

All instruments used shall be in good working order and shall be capable of detecting buried water/recycle/sewer facilities using both the conductive and inductive method of locating. Locate instruments shall include, but not be limited to, Inductive Radio Frequency (RF) locators, water probe with associated tank and pump mounted in the back of the truck, any required water meters and back flow devices, cell phones, metal detectors, shovels, posthole diggers, probes, personal protection devices, safety items, and uniform (shirts) with company logo on them. The Contractor shall also indicate if the equipment is owned, leased or that the equipment will need to be acquired prior to contract award.

Contractor shall use tools approved by Orange County to perform all functions as required by this contract in order to protect Orange County assets, i.e. proper hydrant wrenches, air gaps on water probe tanks, etc.

- **Miscellaneous**

Spray paint, hardwood stakes or marker flags used to denote the presence of buried facilities. These materials shall be color coded in accordance with the American Public Works Association (APWA) color coding standard.

- **Spray Paint:** Paint shall be water based and nonpermanent.



- **Marker Flags:** A marker flag consists of a 4" x 5" plastic film on an 18" to 24" shaft. Marker Flags shall have the text permanently displayed on one side of the plastic film as it relates their APWA color, as shown above. Flags are used independently or in combination with hardwood stakes or paint.
- **Hardwood Stakes:** Stake shall be hardwood, have rounded points, and be finished on four (4) sides. Stakes are typically used when terrain and/or site conditions inhibits the use of paint. The top of the stake should be painted with the proper color.
- **Communication gear:** Each of the Contractor's locating personnel is required to have smart phones so that they may be reached by County personnel at all times during the workday. These phones are considered essential and are to be supplied by the Contractor at no cost to the County. Additionally, the smart phones shall be capable of interfacing with the Electronic Ticket Management System, referenced in this contract.

If, in the opinion of the County, the condition of any equipment is such that it would adversely affect workmanship or retard progress, it shall be immediately repaired or replaced with satisfactory equipment at no cost to the County. Vehicle or equipment breakdown time shall not be charged to the County as locating time.

2. Section 3 – Scope of Services, **CONTRACTOR’S RESPONSIBILITIES**, Item 8, is deleted in its entirety and replaced with the following:

8. When marking the location of a pipe the locator shall probe to verify pipe location and depth. The location of pipe shall be marked by the use of paint and flags in the manner described later in these specifications. Digging by hand to expose the pipe shall be carried out when instructed by the County either to obtain verification of size and type of or to clarify location of the pipe. This instruction will be on an as need basis and should not be considered a blanket instruction for all tickets. The instruction from the County to for the Contractor to hand dig for the reasons, but not be limited to, those

found above, shall be noted by the contractor in the Electronic Ticket Management System in order for the County to correlate the field work with any possible deviation related to time spent in the locate. Tickets that include the hand digging instruction will also be uniquely identified in the invoice supporting report. Information from the field shall be documented by the locator using the ETM and GIS software to document field work and findings. The field information is identified later in these specifications.

3. Section 3 – Scope of Services, **CONTRACTOR’S RESPONSIBILITIES**, Item 10, is deleted in its entirety and replaced with the following:

10. When locating pipes crossing under pavement or concrete, the location shall be verified by probing at each point before and after the pipe enters and exits from under the pavement or concrete. Mark these two points one on each side of where the main enters and exits from under the pavement or concrete with the appropriate colored paint. Also, mark at a mid-point on the approximate centerline of the pipe. The requestor shall then be informed by the contractor, that it is up to them to obtain necessary permits, maintenance of traffic (MOT), etc., and to perform window cuts, etc., as necessary to field verify locations before performing work in the area. Conversations with the requestor shall be documented in the ETM. Digging by hand to expose the pipe shall be carried out when instructed by the County either to obtain verification of size and type of pipe, or to clarify location of the pipe. The Contractor will follow the specification explained in section 8. of this scope.

4. Section 3 – Scope of Services, **CONTRACTOR’S RESPONSIBILITIES**, Item 11, is deleted in its entirety and replaced with the following:

11. When locating pipes (not under pavement) in Rights-of-Way (roads, ditches, etc.) the locations shall be confirmed, before being marked, by probing every 100 hundred feet (100') aligning to the horizontal length of the pipe. The exact location of bends, valves, etc., shall be confirmed by probing and marked with paint on the ground, indicating the general direction or change in direction.

5. Section 3 – Scope of Services, **CONTRACTOR’S RESPONSIBILITIES**, Item 16, is deleted in its entirety and replaced with the following:

16. When locating laterals within the limits of the locate request and if the GIS plans indicate the presence of a lateral(s) within those limits, the lateral location(s) shall be marked by using, as a reference point, the existing “S” marking(s) on the curb and painting a straight line perpendicular to the street in the direction of the property.

If the GIS plans show the presence of a sewer lateral, but the “S” is not present on the curb, the Contractor shall notify the County, via email, for assistance researching the County’s CCTV records in order to obtain the measurements from the access manhole to the point in which the lateral(s) connect to the main sewer line. Then, the Contractor shall, based on the measurements obtained, mark an “S” on the curb, then mark a straight line, perpendicular to the street, in the direction of the property, to the limits of the County’s responsibility. The Contractor shall then complete the remainder of the locate request and respond according to the SSOCOF using the appropriate positive response code and in accordance with the specifications in this contract.

If the County's records indicate the presence of sewer lateral(s) within the area in the locate request, but there are no CCTV records available, and/or there is no sewer lateral(s) to the property, and/or the sewer lateral(s) cannot be located, the Contractor shall advise the Excavator of the findings, notate such advisement in the ETM system, and use the appropriate positive response code in the SSOCOF system and in accordance with the specifications in this contract. The Contractor's Representative shall then coordinate with the County any if any further action(s) are be required.

6. Section 3 – Scope of Services, **GROUND PENETRATING RADAR**, Item 2, is deleted in its entirety and replaced with the following:

2. GPR use cases

- GPR use as requested by the County:
 - When GPR is requested by the County, the County will use the GPR for a minimum of four (4) hours. The Contractor shall bill for the use in accordance with Appendix "A"
- GPR use as needed by the Contractor:
 - When the contractor has exhausted all other methods of location and the use of GPR is warranted to help determine the horizontal location of a pipe, the contractor will report the need to the County. The Contractor shall bill for the use in accordance with Appendix "A"

7. Section 3 – Scope of Services, **DAMAGES TO INFRASTRUCTURE**, Item 3, is deleted in its entirety and replaced with the following:

3. The damage investigation and subsequent report shall be at no cost to the County. The Contractor is required to complete damage investigations and provide a report to the County within 5 business days of being notified by the County of the damage. If any additional pertinent information becomes available after the damage investigation report is provided to the County that the Contractor feels needs to be included, the Contractor shall inform the County in writing and provide an appended report showing the additional information as underlined or removed information as a strike through.


8. Section 4 – Bid Submission Requirements and Documentation, **Appendix A**, is deleted in its entirety and replaced with **Appendix A-1**.

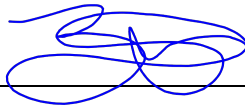
All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

HIGH TECH ENGINEERING INCORPORATED

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

By:  _____

 _____

Print Name: Manuel Calvo

Zulay Millan, Assistant Manager

Title: President

Procurement Division

Date: 10/27/2021

Date: 10-28-2021

Appendix A-1

Line item payment details

1. INFRASTRUCTURE REGULAR TIME FOR STANDARD AND EMERGENCY LOCATES

- a. This line item for Standard/Emergency Locates shall be paid at an hourly rate to locate all County owned facilities between the hours of 0700 hours thru 1700 hours, Monday thru Friday as specified on the Sunshine One Call of Florida (SSOCOF).
- b. The hourly rate for this line item shall be rounded to the nearest one-half hour increment for payment.
- c. If a locate requires additional time after 1700 hours, then the overtime hourly rate will begin from 1700 hours.
- d. SSOCOF locate tickets that have started but require a meeting, additional white lining, or more information is required from the excavator, will not be paid until all additional information has been obtained between the Contractor and Excavator, and the SSOCOF ticket has been responded to with the appropriate response code, finalizing the ticket.
- e. If GPR is requested and/or required, by the County, to perform the locate of all Owner facilities within the SSOCOF Request to Locate Ticket, the "Locate with GPR" pay item will be used in conjunction with this pay item.
- f. This line item shall also be paid to compensate the Contractors designated field supervisor work between the hours of 0700 hours thru 1700 hours, Monday thru Friday. No overtime will be charged if regular hours are exceeded by the Supervisor.

2. INFRASTRUCTURE OVERTIME

- a. This line items shall be paid at an hourly rate for all County owned facilities if a Standard and/or Emergency locate ticket received through SSOCOF, has already been started but cannot be completed by 17:00:59 hours, Monday thru Friday.
- b. This line item is not used to make up for the Contractor's inability to not provide enough staff to handle the volume of locates between 0700 hours and 1700 hours, Monday thru Friday as required by these documents.

3. ON-SITE SCREENER

- a. This line shall be paid at an hourly rate for the number of hours worked by the On-Site Screener

4. ELECTRONIC TICKET MANAGEMENT SYSTEM

- a. In order to ensure compliance with SSOCOF codes, requests, responses and Chapter 556, F.S., the Contractor shall utilize an Electronic Ticket Management System. The Electronic Ticket Management System shall be Digtix, Utilisphere or approved equal.
- b. Payment for Electronic Ticket Management shall be made per ticket responded as outlined in this agreement.
- c. The Owner shall receive with each invoice for payment, a report containing a listing of all tickets dispatched and received for the Owner's Member Service Code. The report shall contain each individual ticket number as well as the date and time received and the disposition code associated with each ticket. The Owner shall receive one (1) electronic copy of said report with each application for payment.
- d. The County reserves the right to discontinue payment of this service if and when the County decides to utilize its own ticket management system thereby allowing access to the system to the Contractor. Any change shall not take effect during a current term and the Contractor will be notified of any change prior.

5. SCREENED AND CLEARED TICKETS

- a. Since the SSOCOF is an imperfect system, the Owner may receive Request to Locate tickets that are technically outside the Owner's Member Service Area, or outside the Owner's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way. Since all tickets received by the Owner or his designee are required to receive a response, there shall be a means by which the Contractor can screen, review and respond to such requests.
- b. Request to Locate tickets received by the Contractor and determined to be outside the Owner's Member Service Area, determined to be outside the legal response requirements, in a location where there are no known County owned facilities, and/or fall within the guidelines of Scope of Service, Contractor Responsibilities Section 23, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable Positive Response Code. Such a response by the Contractor is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.
- c. Payment for this item shall be made at one unit quantity for each SSOCOF Request to Locate Ticket, for all Owner facilities, screened and cleared, without need of physical response to the site.

6. LOCATE USING GROUND PENETRATING RADAR (GPR)

- a. Locate using GPR consists of all Owner facilities within the SSOCOF Request to Locate Ticket and/or at the request of the County. Locate with GPR will only be allowed if authorized by the County.
- b. The Contractor shall mark horizontal position of Owner facilities in accordance with Chapter 556, F.S.
- c. When used in accordance with Section 3, Scope of Services, GROUND PENETRATING RADAR, locate using GPR will be paid as follows:
 - i. County Requested – per hour with a 4-hour minimum
 - ii. Contractor Requested- per hour of actual use; no minimum
- d. Contractor request(s) to use GPR shall be sent to the County by e-mail, using the “Request to use GPR” authorization form provided as a PDF attachment, after the locator has assessed the need in the field and the Locates Supervisor has confirmed such need. Adequate notes by the Locates Supervisor should be present on the locate ticket to sustain the need.

The form shall include but not be limited to the following:

- i. First page shall be the form:
 1. Locate ticket number
 2. Date of request
 3. Locator name making request
 4. Detailed description supporting the need
 5. Approved or Reject boxes
 6. Suitable signature line for the County Representative to make official their ruling.
- ii. Additional pages:
 1. Locate ticket including the Audit History from the ticket showing the note entered that matches the detailed description on the form as called out in i.,4, above
 2. Map showing location of GPR use in reference to the work and the County’s infrastructure

The County will then review the request and provide a response via email indicating their approval or denial of the request substantiated by the signed form.

End of Appendix

AMENDMENT NO. 1
CONTRACT NO. Y21-137-MV, INFRASTRUCTURE LOCATOR

EFFECTIVE DATE: April 22, 2021

By mutual agreement, the subject contract is changed as follows:

1. SCOPE OF SERVICES, Page 36, EQUIPMENT, ITEM 1, is changed by the underlined added language as follows:

1. Equipment used for locating and marking underground water and sewer facilities shall be provided by the Contractor and shall include, but not be limited to, the following:

- At a minimum, the Contractor shall provide one (1) 4-wheel drive vehicle less than five (5) years of age for each locator. Owner's documents or lease agreements shall be made available at any time for the term of the contract.

Vehicles used to transport Contractor's personnel. These shall be maintained in a safe and clean condition. The name of the Contractor shall be prominently displayed on the front doors so that the vehicles may be identified as belonging to the Contractor from a distance of fifty feet (50'). The County will not provide overnight parking space for Contractor's vehicles on its property, nor shall assume any burden of paying parking fees. Locate instruments. All instruments used shall be in good working order and shall be capable of detecting buried water/recycle/sewer facilities using both the conductive and inductive method of locating. Locate instruments shall include, but not be limited to, Inductive Radio Frequency (RF) locators, water probe with associated tank and pump mounted in the back of the truck, any required water meters and back flow devices, cell phones, metal detectors, shovels, posthole diggers, probes, personal protection devices, safety items, and uniform (shirts) with company logo on them. The Contractor shall also indicate if the equipment is owned, leased or that the equipment will need to be acquired prior to contract award. Contractor shall use tools approved by Orange County to perform all functions as required by this contract in order to protect Orange County assets, i.e. proper hydrant wrenches, air gaps on water probe tanks, etc.

- The Contractor may request a special dispensation from the County if not enough 4-wheel drive vehicles are available for assignment to all locators due to unforeseen causes. If the County approves the dispensation it is understood the agreement will be temporary and extend to no more than 30 work days. Any occurrence during the period that can be directly related to the lack of appropriate vehicle(s) will be the sole responsibility of the Contractor, including any over time incurred by the locator.
- **Spray Paint:** Paint shall be water based and nonpermanent.
- **Marker Flags:** A marker flag consists of a 4" x 5" plastic film on an 18" to 24" shaft. Marker Flags shall have the text permanently displayed on one side of the plastic film as it relates their APWA color, as shown. Flags are used independently or in combination with hardwood stakes or paint.
- **Hardwood Stakes:** Stake shall be hardwood, have rounded points, and be

finished on four (4) sides. Stakes are typically used when terrain and/or site conditions inhibits the use of paint. The top of the stake should be painted with the proper color.

- **Communication gear:** Each of the Contractor's locating personnel is required to have smart phones so that they may be reached by County personnel at all times during the workday. These phones are considered essential and are to be supplied by the Contractor at no cost to the County. Additionally, the smart phones shall be capable of interfacing with the Electronic Ticket Management System, referenced in this contract.

If, in the opinion of the County, the condition of any equipment is such that it would adversely affect workmanship or retard progress, it shall be immediately repaired or replaced with satisfactory equipment at no cost to the County. Vehicle or equipment breakdown time shall not be charged to the County as locating time.

2. SCOPE OF SERVICES, Page 43, CONTRACTOR'S RESPONSIBILITIES

- a. Item number 23 underlined language is added to the contract.

23. Tickets shall only be screened as clear or as no conflict after the Contractor has evaluated the ticket for the work type, machinery to be used, and the depth of excavation listed on the ticket, and the County's records for infrastructure location using the following guidelines:

If the ticket indicates machinery as "yes" and depth of work is less than 2 feet, the Contractor can mark the ticket clear after thorough consideration of the work to be performed within the limits of the dig site and a review of the route of infrastructure in that area. The same applies to hand digging less than 3 feet.

If the ticket does not have the correct information, the Contractor shall be responsible for providing the correct response to the ticket according to Sunshine State One-Call of Florida (SSOCOF).

Careful consideration is to be given before clearing a ticket. If the Contractor wants further clarification on a ticket, feels the ticket is not complete, or similar, the Contractor shall use the appropriate response code and/or contact the Excavator for more information before making the determination to clear the ticket.

Examples of work that could result in a cleared ticket using the guidelines listed above are:

1. Sidewalk, driveway and/or curb repair
2. Power installation from the transformer to meter can
3. Grading
4. Irrigation work
5. Septic and drain field
6. Phone drops and satellite
7. Street signs with no machinery indicated – depth needs considered
8. Soil testing with a hand auger
9. Stump grinding
10. Landscaping
11. Design tickets- Contractor shall present these to the County for further action.
12. Survey tickets- Contractor shall present these to the County for further action.

3. APPENDIX A, ITEM 1 INFRASTRUCTURE REGULAR TIME FOR STANDARD AND EMERGENCY LOCATES, LETTER f underlined language is added to the contract.

f. This line item shall also be paid to compensate the Contractor's designated field supervisor work between the hours of 0700 hours thru 1700 hours, Monday thru Friday. No overtime will be charged if regular hours are exceeded by the Supervisor.

4. APENDIX A, ITEM 5, LETTER b is changed by the underlined added language as follows:

b. Request to Locate tickets received by the Contractor and determined to be outside the Owner's Member Service Area, determined to be outside the legal response requirements, in a location where there are no known County owned facilities, and/or fall within the guidelines of Scope of Service, Contractor Responsibilities Section 23, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable Positive Response Code. Such a response by the Contractor is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.

5. APENDIX A, ITEM 6 LOCATE USING GROUND PENETRATING RADAR (GPR), LETTER d underlined language is added to the contract.

d. The authorization will be requested by e-mail after the locator has assessed the need on the field and the Locates Supervisor has confirmed such need. Adequate notes by the Locates Supervisor should be present on the locate ticket to sustain the need.

All other terms, conditions, prices and total contract amount remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

HIGH TECH ENGINEERING INCORPORATED

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

By: _____



Carrie Mathes, Procurement Manager

Print Name: Manuel Calvo

Zulay Millan, CPPO, CPPB, FCCM

Title: President

Procurement Division

Date: 06/10/2021

Date: 6/14/2021



**CONTRACT NO. Y21-137-MV
INFRASTRUCTURE LOCATOR**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Utilities Department
Operations and Support Division
ATTN: Utilities Fiscal
8100 Presidents Drive, Suite A
Orlando, FL 32809

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

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-137-MV, INFRASTRUCTURE LOCATOR - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

High Tech Engineering Incorporated

(COMPANY NAME)

BY: _____ (Authorized Signatory)

Manuel Calvo _____ (Name)

President _____ (Title)

DATE: 01/13/2021 _____

NOTICES: 13284 SW 120th St _____ (Address)

_____ (Address)

Miami, FL 33186 _____ (City, State Zip)

786-345-0986 _____ (Phone)

ovidal@htlocating.com _____ (Email)

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

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

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

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-137-MV, INFRASTRUCTURE LOCATOR - Term Contract.**
 - B. This contract is effective **APRIL 22, 2021**, and shall remain in effect through **APRIL 21, 2024.**
 - C. The estimated contract award for the initial term of the contract is **2,961,268.20.**
 - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
 - E. This contract may be renewed as provided in the Invitation for Bids.
 - F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
 - G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY:



Zulay Millan, Assistant Manager
Procurement Division

DATE:

March 30, 2021

**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**

**BID RESPONSE FORM
IFB #Y21-137-MV**

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

** See Appendix A for details of pay items**

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	=	TOTAL ANNUAL BID
1.	Infrastructure Locator Regular Time	22,880 hours	X	\$ 39.30 /hour	=	\$ 899,184.00
2.	Infrastructure Locator Overtime	5,000 hours	X	\$ 0.01 /hour	=	\$ 50.00
3.	On-Site Screener	2,080 hours	X	\$ 22.38 /hour	=	\$ 46,550.40
4.	Electronic Ticket Management System *see below	170,000 tickets	X	\$ 0.01 /ticket	=	\$ 1,700.00
5.	Screened and Clear Tickets	2,000 each	X	\$ 6.98 /each	=	\$ 13,960.00
6.	Locate Using Ground Penetrating Radar (GPR)	650 hours	X	\$ 39.30 /hour	=	\$ 25,545.00
7.	Indemnification	\$100.00 dollars		\$100.00	=	\$100.00
TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 7)						= \$ 987,089.40
TOTAL ESTIMATED THREE YEARS BID						= \$ 2,961,268.20

*Please indicate the Electronic Ticket Management System to be used in the space below:

Utilisphere

High Tech Engineering Incorporated

Company Name

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

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

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: High Tech Engineering Incorporated

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 650680742 D-U-N-S® # 966864209

13284 SW 120th St Miami
(Street No. or P.O. Box Number) (Street Name) (City)

Miami-Dade Florida 33186
(County) (State) (Zip Code)

Contact Person: Octavio Vidal

Phone Number: 786-345-0986 Fax Number: 305-412-0590

Email Address: ovidal@htlocating.com

EMERGENCY CONTACT

Emergency Contact Person: Manuel Calvo

Telephone Number: 305-205-5835 Cell Phone Number: 305-205-5835

Residence Telephone Number: 305-205-5835 Email: mcalvo@htlocating.com

ACKNOWLEDGEMENT OF ADDENDA

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


Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Manuel Calvo	President	305-205-5835 / mcalvo@htlocating.com



 (Signature) President

 (Title) High Tech Engineering Incorporated

 (Name of Business)

 01/13/2021

 (Date)

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Miami / Miami-Dade / Florida
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 650680742

** Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

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

**INVITATION FOR BIDS #Y21-137-MV, INFRASTRUCTURE LOCATOR
TERM CONTRACT**

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at:

<https://app.negometrix.com/buyer/691>

BID SUBMISSION DUE DATE:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, January 14, 2021**, via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

NOTICE TO BIDDERS:

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

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than **5:00 PM Wednesday, December 23, 2020** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

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

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. **QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. **PRICE/DELIVERY**

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. **FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

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

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. **NO BID**

Where more than one item is listed, any items not bid upon shall be indicated as “NO BID”.

8. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder’s firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. **LEGAL REQUIREMENTS**

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

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. **RECIPROCAL PREFERENCE**

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

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

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

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

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

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

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

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

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

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

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and

shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

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

27. CONFLICT OF INTEREST FORM

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

28. ETHICS COMPLIANCE

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

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

ORANGE COUNTY PROCUREMENT DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Due Date of Bid Submittal**
- C. Name of Bidder**
- D. Phone Number of Bidder**

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

30. COPIES

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

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

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

34. PATENTS AND ROYALTIES

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

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

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

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

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

42. EMPLOYEES OF THE CONTRACTOR

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

43. TOBACCO FREE CAMPUS

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

44. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. CONTRACT CLAIMS

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

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

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

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

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

46. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

47. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be

redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

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

48. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

49. SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:
 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.

- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

50. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains

public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635**

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. **LICENSES AND PERMITS**

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

2. **BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. **AWARD**

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

5. **POST AWARD MEETING**

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

6. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **one (1)** calendar day from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **two (2)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

7. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **forty-eight hours** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **one (1)** calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

8. TERMINATION

A. Termination for Default:

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

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

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

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

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

B. Termination for Convenience:

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

9. AS SPECIFIED

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

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

11. CODES AND REGULATIONS

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

12. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities Department
Operations and Support Division
ATTN: Utilities Fiscal
8100 Presidents Drive, Suite A
Orlando, FL 32809

A valid invoice shall include the following:

- a. Contract number
- b. The Delivery Order Number.
- c. The period during which the services were performed (the Billing Period).
- d. The total number of Locate Requests received.
- e. A detailed line analysis displaying the Unit Description-from the Bid Items- quantity of services performed, unit cost, and total line cost.
- f. The monthly report to accompany and support the invoice will include an itemized tabulation which shows the following information with respect to each locate request the Contractor received:
 - i. Ticket Number.
 - ii. Locate Date.
 - iii. Type of Request.
 - iv. Disposition of Request
 - v. Equipment/Methodology used to perform locate, i.e., GPR, EM,
Vacuum Excavation

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

13. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)

- American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

14. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has

obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

15. 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 and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

16. PRICING

The County requires a firm price for the entire initial one (1) year contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

17. PRICE ESCALATION/DE-ESCALATION (CPI)

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

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

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

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

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

CPI-U Calculation Example:

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

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the

decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

18. METHOD OF ORDERING

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

19. ATTACHMENTS

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

- A. Appendix A – Line Item Payment Details
- B. Attachment A – Examples of Required Markings

20. 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. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

21. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County’s intent is to order from the Contractor all of the goods or services specified in the contract’s price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County’s requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor’s performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

22. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

23. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

24. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. **8% - Bids Up To \$100,000**
- B. **7% - Bids Greater Than \$100,000 to \$500,000**
- C. **6% - Bids Greater Than \$500,000 to \$750,000**
- D. **5% - Bids Greater Than \$750,000 to \$2,000,000**

- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

PURPOSE

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

STANDARD

Should any of the requirements in this specification conflict with the Florida Statute, Chapter 556, Underground Facility Damage Prevention and Safety Act, the requirements of the current statute shall prevail.

CONTRACTORS PERSONNEL

Background, Drug Testing and Credentialing

The Contractor shall, at its expense, perform annual Level One Local, State and Federal background and reference checks, including criminal background checks, on all prospective/current employees to be assigned to perform work on this contract, for every county of residence, domestic or foreign, of prospective employees for the past 5 years. Such checks shall include any convictions involving any violent crime or crimes against children, any crime involving theft, possession, receipt of stolen property or sale/use or possession of illegal drugs. All prospective employees shall also be required to have passed a 5-panel drug screening at Contractor's expense. The 5-panel drug screening shall include; THC, Opioids, Amphetamines, Methamphetamines, year Cocaine.

Level One background checks shall include the following information from the past five years to present day:

- Identification Verification
- Selective Service Status (registered/unregistered)
- Florida Department of Law Enforcement (FDLE) Automated Criminal Record Clerk of Courts by County of Residence
- State Attorney's Office Employment Verification
- Department of Motor Vehicles (DMV) by State of Residence Military Service Verification
- Professional License and Certification Check

The contractor agrees not to refer or place at Orange County Government, any individual having such a criminal record during the five (5) year period preceding placement at Orange County Government, unless Orange County Government specifically agrees. Orange County Government reserves the right to have the Contractor remove any employee from placement at Orange County Government if such individual is arrested, charged or convicted of such crimes while placed at Orange County Government or has determined to falsify their application to conceal their information in anyway. Orange County reserves the right to request to inspect the background and/or drug screening results to ensure compliance with contractual provisions.

Credentialing

The Contractors personnel working in the public shall meet the level requirements for drug/alcohol testing and background checks listed above to be granted credentials as an Orange County Government "Vendor". The Contractors personnel shall prominently display the supplied credentials whenever performing work as it relates to this contract. At no time shall the Contractors personnel display County credentials while performing work for another facility owner. The County will coordinate the credential process with the contract immediately upon award.

Contractor's Representative:

1. The Contractor shall designate one (1) Contractor's Representative for the Utilities Department with a minimum of three (3) years of underground utilities line locating experience. The Contractor's Representative shall distribute the day's work to the infrastructure contractors and shall be responsible for the supervision of the locators and the scheduling and completion of all work in coordination with the County Field Services Division designees. The Contractor's Representative shall supervise the locators and shall perform a minimum two (2) complete line locate quality control reviews for each locator each week. One complete line locate quality control review shall be at the discretion of the Contractors Representative and one at the County designee's discretion. The Contractors Representative shall be responsible for the proper behavior and dress of the locators. Infractions and discipline for same shall be the responsibility of the Contractor's Representative.
2. The Contractor's Representative shall receive locate tickets directly from Sunshine State One Call Florida throughout the day. The Contractor's Representative is then responsible to electronically assign locate tickets to the appropriate locator. The Contractor's Representative shall ensure the locators have efficiently completed the locate, recorded the pertinent information and transmitted this information in compliance with the Sunshine State One Call of Florida.

Locators:

1. The Contractor shall have a sufficient amount of "qualified" personnel and equipment so that all locate requests received are completed within the regulatory requirements and the County time schedule. The term "qualified" as applied above means, at a minimum, personnel who have successfully completed the Contractor's in-house training program for locating underground water and sewer facilities. In addition to being "qualified", all locators shall have a minimum of three (3) years of utility location experience. Contractor must supply the County with written documentation providing proof of this minimum requirement after contract award but before work begins and whenever Contractor hires or transfers new locators to perform work as part of this contract.

2. Locators shall successfully pass a Level I background check and drug screen as specified in the Scope of Services section of this contract.
3. As a reflection of the County the contractor-locator must exercise the highest degree of professionalism and courtesy to the public at all times, to include proper and clean field attire. Employees of the Contractor shall be competent and willing to perform the services required of them. Any employee who fails to comply with work rules or safety requirements of the County shall be removed and not be permitted to return.
4. The Contractor shall provide Personal Protective Equipment to all of its employees commensurate with the work being performed under this contract.

Onsite Screener:

1. The Contractor shall provide one ticket screener on-site at the County owned and designated location. The current assignment location will be 8100 Presidents Drive, Orlando Florida, 32809. The assignment location may change depending on the needs of the County. Any assignment location will be within the limits of Unincorporated Orange County.
2. The On-site Screener shall perform, but not be limited to, the following tasks:
 - Screening tickets
 - Assigning tickets to locators
 - Coordinating information between the County, Excavators, and/or the Contractors staff performing work related to this contract
 - Provide monitoring of work performed by the locators
3. The On-site Screener shall be on-site between the hours of 7am and 5pm Monday thru Friday excluding County recognized holidays. Lunch break shall be mutually agreed on between the Contractor and the County.
4. The Contractor shall provide a computer for the on-site screener. The County will provide a workspace to include power and network connections, a desk, a chair, and phone connection.

EQUIPMENT

1. Equipment used for locating and marking underground water and sewer facilities shall be provided by the Contractor and shall include, but not be limited to, the following:
 - At a minimum, the Contractor shall provide one (1) 4-wheel drive vehicle less than five (5) years of age for each locator. Owner's documents or lease agreements shall be made available at any time for the term of the contract.

Vehicles used to transport Contractor's personnel. These shall be maintained in a safe and clean condition. The name of the Contractor shall be prominently displayed on the front doors so that the vehicles may be identified as belonging

to the Contractor from a distance of fifty feet (50'). The County will not provide overnight parking space for Contractor's vehicles on its property, nor shall assume any burden of paying parking fees. Locate instruments. All instruments used shall be in good working order and shall be capable of detecting buried water/recycle/sewer facilities using both the conductive and inductive method of locating. Locate instruments shall include, but not be limited to, Inductive Radio Frequency (RF) locators, water probe with associated tank and pump mounted in the back of the truck, any required water meters and back flow devices, cell phones, metal detectors, shovels, posthole diggers, probes, personal protection devices, safety items, and uniform (shirts) with company logo on them. The Contractor shall also indicate if the equipment is owned, leased or that the equipment will need to be acquired prior to contract award. Contractor shall use tools approved by Orange County to perform all functions as required by this contract in order to protect Orange County assets, i.e. proper hydrant wrenches, air gaps on water probe tanks, etc.

Spray paint, hardwood stakes or marker flags used to denote the presence of buried facilities. These materials shall be color coded in accordance with the American Public Works Association (APWA) color coding standard.

- **Spray Paint:** Paint shall be water based and nonpermanent.



- **Marker Flags:** A marker flag consists of a 4" x 5" plastic film on an 18" to 24" shaft. Marker Flags shall have the text permanently displayed on one side of the plastic film as it relates their APWA color, as shown. Flags are used independently or in combination with hardwood stakes or paint.
- **Hardwood Stakes:** Stake shall be hardwood, have rounded points, and be finished on four (4) sides. Stakes are typically used when terrain and/or site conditions inhibits the use of paint. The top of the stake should be painted with the proper color.
- **Communication gear:** Each of the Contractor's locating personnel is required to have smart phones so that they may be reached by County personnel at all times during the workday. These phones are considered essential and are to be supplied by the Contractor at no cost to the County. Additionally, the smart phones shall be capable of interfacing with the Electronic Ticket Management System, referenced in this contract.

If, in the opinion of the County, the condition of any equipment is such that it would adversely affect workmanship or retard progress, it shall be immediately repaired or replaced with satisfactory equipment at no cost to the County. Vehicle or equipment breakdown time shall not be charged to the County as locating time.

ELECTRONIC TICKET MANAGEMENT (ETM)

1. In order to ensure compliance with Sunshine State One Call of Florida (SSOCOF) codes, requests, responses and Chapter 556, F.S., the Contractor shall utilize an Electronic Ticket Management System. The Electronic Ticket Management System shall be DigTix, Utilisphere, or approved equal.
2. The County shall be given access to the system 24 hours per day 7 days per week. The Contractor shall be responsible for training the County Representative on the use of the system.
3. The County reserves the right to require the contractor to use a system of their choosing in future terms of the contract. When and if the County decides to utilize its own ticket management system, the Contractor will be given access to use the system under the understanding that the County will then become the owner of the system. Any change shall not take effect during a current term. The Contractor will be notified of any change prior to renewal proceedings.
4. The system shall be part of the ticket management system, not a separate system, and accessible on all platforms (computer, phone, tablet).
5. The Electronic Ticket Management System shall be capable of receiving Request to Locate Tickets and routing said tickets to the specific locator(s) responsible for the County's service area. The system shall be capable of displaying and allowing the interaction with the Request to Locate Ticket on the locator's portable computer or other mobile type device, providing the full ticket information including the ticket requestor and all legally required information from SSOCOF.
6. The system shall be capable of recording or attaching digital photos/images taken of the locate markings and associating said images directly to the locate ticket for future retrieval or reference. Such attachment shall be permanent.
7. The system shall be capable of recording the precise time of ticket receipt, process, progress and close-out as well as providing the ability for the locator to electronically respond and close the request utilizing the codes for response established by SSOCOF.
8. The system must allow different configurable options for ticket management screens (i.e. CDC codes, root causes for damages, auditing criteria, damage types of equipment, close codes, etc).
9. The system must provide a configurable dashboard of metrics for ticket data, including but not limited to type of work, location, CDC code, user type, etc.
10. The system shall generate the necessary Positive Response to the One Call Center and transmit the proper close codes as mandated by SSOCOF and Chapter 556, F.S., and allow the ability to access previous ticket history from new tickets.

11. The system shall be capable of managing all tickets and damage assessment tracking, generate a damage report directly from locate ticket with self-population and linkage, and have the ability to add attachments to the damage report. Attachments should not be limited in size or quantity,
12. The system shall have remote access for the County, for screening, review and searching of tickets received within the County's service area, both current and previously located. The archive should maintain all historical tickets regardless of age.
13. The system shall be capable of interacting with the County's ESRI based Geographical Information System (GIS) such as; being able to display asset facilities and attributes on maps, receive periodic updates from the County's GIS and be able to create, cut and paste sections of GIS to create redlines and add field notes.
14. The system must provide a way to generate a list of tickets for auditing (randomly generated or risk-based assessment) generate and allow tracking of audits for Locator safety performance and Locator quality assurance.
15. The system shall be capable of utilizing forms that must be filled out for when certain response codes that require follow-up are used. The forms shall document information regarding contact with an Excavator as specified in the Contractor Responsibilities section.
16. The system must be able to provide trending and analysis for locator and contractor performance.
17. The system shall be capable of making all reports exportable to Excel and a PDF format.
18. Should the Contract be terminated for default or convenience the Contractor shall provide the County with all locate information contained within the ticket management system from the start of the contract until the time in which the contract is terminated. The information shall be contained on a portable media device or made available via an FTP site. Final payment shall be withheld until all information received by the County is determined to be acceptable.
19. The County shall receive with each invoice for payment, a report containing a listing of all tickets dispatched and received for the Owner's Member Service Code. The report shall contain each individual ticket number as well as the date and time received and the disposition code associated each ticket. The Owner shall receive two copies of said report with each application for payment.

DIGITAL PICTURES

1. Each locate performed shall be documented by photograph and linked to the locate ticket electronically.
2. These photographs shall be taken by the Contractor and stored as an attachment to the ticket in an electronic database kept by the Contractor and inside of the Electronic Ticket Management system, Photographs shall be made available to the County on demand. The photographs shall be in an electronic format agreeable to the County.

3. Photographs shall be geotagged and contain metadata including date, time and location.
4. The locators shall take a digital picture of the work area to confirm white lining, locate markings and flags placement to document compliance with Chapter 556, F.S., “Underground Facility Damage Prevention and Safety”. Offset marks and the horizontal markings, valves and manholes with permanent landmarks, address or intersection signs shall all be included within the photos.

WORK HOURS AND HOLIDAYS

1. The Contractor's primary Services, will be to provide responses to routine and emergency locate requests that are directly received from the County or the County' designated One-Call Center. The Contractor will need to available Monday through Friday 7am-5pm.
2. The County will be responsible for emergency calls after 5pm and before 7am as well as on all County recognized Holidays.
 - New Year's Day
 - Martin Luther King Jr Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Eve
 - Christmas Day.

CONTRACTOR’S RESPONSIBILITIES

1. All locating and marking shall comply with the regulatory requirements as indicated in Chapter 556, F.S., “Underground Facility Damage Prevention and Safety”.
2. When warranted, the Contractor shall be responsible for making arrangements with all excavators for locate requests. All correspondence with the requestor is to be notated on the ticket through the Electronic Ticket Management System and include who was contacted, when contact was made or attempted, and details of the meeting.
3. The Contractor shall coordinate with the County any time there is a discrepancy with the County’s documents or when follow-up work is required due to extraordinary circumstance and eminent threats to public health and safety.
4. When a “meet” with the requestor is required, no locate shall be made without the requestor present unless directed by the County Representative or their designee. Locators shall remain on the scene of a scheduled location meeting for fifteen (15) minutes after the scheduled time of the location meeting and, if no representative from the requesting firm has arrived, the locator shall call the contact person who requested the meet. If after thirty (30) minutes from time of requested locate meeting,

no representative is present or cannot be contacted, the location meeting shall be postponed and rescheduled in the first open space within forty-eight (48) hours, the same as an original request for a line location. Outcomes shall be documented in the Electronic Ticket Management System and emailed to the County Representative. The documentation shall include, but not be limited to, the following; who was contacted, time they were contacted and other important details about the contact the County should be aware of.

5. Emergency locates shall be handled within two (2) hours of being received by the locators during regular working hours.
6. Line locations of a non-emergency nature shall be completed within two (2) full business days after receipt of request (excluding weekends and holidays) and ten (10) days for underwater tickets after receipt of request in compliance with Chapter 556, F.S., "Underground Facility Damage Prevention and Safety"
7. The locator shall use the appropriate quarter-section or County provided mapping GIS data and any other available type map as provided by the County, to assist in obtaining information relating to type, size, depth, exact location, of utilities and unless utilities are under pavement or concrete or are at an exceptional depth as determined by the County designee, shall actually probe to verify the location of the utility. This may include exposing the line to confirm its size and material type when field conditions warrant or as directed by the County.
8. When marking the location of pipe the locator shall probe to verify pipe location and depth. The location of pipe shall be marked by the use of paint and flags in the manor described later in these specifications. Digging by hand to expose the pipe either to obtain verification of size and type of pipe as directed by the County designee or to clarify location of the pipe is required. This instruction shall be noted in the request to the Contractor. Information from the field shall be documented by the locator using the ETM and GIS software to document field work and findings. The field information is identified later in these specifications.
9. **Depths of utility infrastructure shall not be given to requestors.**
10. When locating pipes crossing under pavement or concrete, the location shall be verified by probing or hand digging at each point before and after the pipe enters and exits from under the pavement or concrete. Mark these two points one on each side of where the main enters and exits from under the pavement or concrete with the appropriate colored paint. Also, mark at a mid-point on the approximate centerline of the pipe. The requestor shall then be informed by the contractor, that it is up to them to obtain necessary permits, maintenance of traffic (MOT), etc., and to perform window cuts, etc., as necessary to field verify locations before performing work in the area. Conversations with the requestor shall be documented in the ETM.
11. When locating pipes (not under pavement) in Rights-of-Way (roads, ditches, etc.) the locations shall be confirmed, before being marked, by hand digging to expose the main as field conditions dictate, every two hundred feet (200') in the entire area to be encompassed by the work to be performed or at one location within the work site for work areas less than 100' in length. The exact location of bends, valves, etc., shall be confirmed by probing or hand digging before being marked.

12. Marking of pipes: The location of pipes shall be marked by the appropriate colored paint and flags pursuant to the Sunshine State One Call of Florida Statute. Mark at least 6 inches in length placed on the centerline of the pipe for mains 6 inches in diameter and smaller and two paint marks one on each edge of the diameter of the pipe for mains 8 inches and larger. Mains 8 inches and larger shall also have the main size marked in the appropriate colored paint on the centerline of the pipe followed by the letters "WM" for water mains, "FM" for sewer force mains and "RW" for reclaimed mains. For all main sizes, one flag shall be placed at the centerline of the pipe at each spot marked. For worksites longer than 100' in length, the pipes shall be marked and flagged every 25 feet for the entire length of the worksite. For work sites less than one hundred feet in length, the pipe location shall be marked in the center of the work area and once ten feet before the work area and once ten feet after the work area. Offset marks shall be put on roads, curbs, culverts, and driveways directly opposite the mark on the pipe and shall consist of a paint mark 6 inches in length with the main size and the appropriate letters (WM, FM, RW, GM) and the distance to the centerline of the pipe. Pipe line markers may be requested to be installed, as directed by the Orange County designee on the locate ticket or by written request at all valves, bends, deflections, and every 500 feet, except in subdivisions.
13. When locating water service lines, one inch (1") or two inch (2") in size, the locations of meters and meter boxes shall be found and marked with paint. Water service lines 4 inches and larger shall be located and marked the same as a pipe.
14. Information gathered in the field shall be defined and logged in the Electronic Ticket Management System as, but not limited to the following:
 - Obtaining offset measurement from the pipe's centerline location perpendicular to the road curbing or pavement, whichever is present
 - Pipe material when obtained
 - Verification of the location of valves as shown on the plans.
 - Measuring the quantity in feet of pipe located and marked
 - Number of services and laterals located
 - The size of the pipe in inches located and marked
 - The number of valves located
 - Photographs of the site requested to be located.
 - Comments from the person performing the locate or from the locate requestor
15. When locating gravity sewer mains/service laterals, the locators shall use mobile GIS or as-built data, Closed Circuit Television (CCTV) data and look into upstream and downstream manholes to verify a true depth, location and direction of the main. Verify size and type of pipe if possible without entering manhole. Manholes shall not be left open and unattended. Manholes may contain dangerous gases.
16. When locating laterals, locations shall be made by probing or digging up the lateral; then if lateral is found, mark it with paint and flags. If there is no sewer lateral to the property line or it cannot be located, the locator shall advise the customer of the findings, and then the Contractor shall contact the Contractor's Representative to coordinate with the County any further action(s) required.

17. All offset marks shall be transferred into mobile GIS as field notes by the locator performing the locate. When information in GIS is different from what is found in the field, GIS red lines are required. The Contractor shall promptly notify the County in writing, of any discrepancies or omissions in any of the County's records, or other information provided to the Contractor by the County.
18. Information on locate tickets shall be filled out electronically through the ETM at the job site before moving on to the next locate. Documentation with the ticket information in a database to be maintained by the Contractor shall be accessible to the County at all times.
19. At no time shall a voice mail or a verbal agreement with an Excavator be considered contact made and/or be considered an arrangement made. All contacts and agreements their disposition shall be in writing between the Contractor and Excavator. Such agreements need to be logged in the Ticket Management System.
20. If a locate ticket is incomplete, meaning an "Unmarked Positive Response" code was used, the locator shall contact the requestor (Contractor, Engineer, Homeowner, Orange County Representative, etc.) and explain the status of the locate immediately. The communication shall be between the locator and the requestor, because the locator is familiar with the job in the field. The locator shall advise the County designee of the status of the unmarked ticket with a daily report through the Contractor's Representative. When scheduled daily locates are completed, the locator(s) shall contact the Contractor's Representative for further instruction.
21. Any tickets associated with road projects may be handled by Orange County Utilities. The Contractor shall print out the ticket and present it to a County's Representative for direction. The Contractor shall assist with projects if requested by the County to include the location of the County's infrastructure for design projects.
22. Tickets marked as "3N Unmarked" shall be accompanied with a detailed explanation, including photographs, of why white lining is required. Marking tickets with a code of "3N" shall not be used as means to delay location of a ticket.

GROUND PENETRATING RADAR

1. Locators shall provide or have the ability to provide G.P.R. (Ground Penetrating Radar) technology upon request. GPR can be subcontracted as long as subcontractor's name and address is provided. A representative from the Contractor shall at all times be present when a Sub-Contractor is using or collecting data from the GPR unit.
2. When GPR is requested, the County will use the GPR for a minimum of four (4) hours.
3. GPR response shall be twenty-four (24) hour. The County may request the Contractor to use the GPR at any time.
4. The GPR shall be onsite no more than one (1) hour during regular work hours and no more than two (2) hours during hours outside of normal work hours, from the time the request is made unless the County authorizes a longer response time.
5. When at all possible the County will work to schedule the use of the GPR, however, the response time shall be adhered to.

6. Locate information from the GPR shall be submitted in a format and timeframe acceptable to the County and delivered to the County Representative.

MATERIALS PROVIDED BY THE COUNTY

1. The County shall provide pipeline markers when requesting the installation of pipeline markers per this agreement.

DAMAGES TO INFRASTRUCTURE

1. When damage occurs to a County owned facility, if said damage was caused by the locator not following the scope of services as stated herein, the Contractor shall be legally and financially responsible for the damage.
2. In the event that an Excavator, as defined by Chapter 556, F.S., damages the County's underground facilities that have been located by the Contractor, the Contractor is required to respond to the site immediately upon notification of damage, regardless of time or day, to begin a damage investigation.
3. The damage investigation and subsequent report shall be at no cost to the County. The Contractor is required to complete damage investigations and provide a report to the County within 24 hours of being notified by the County of the damage.
4. The Damage report shall be submitted and include photographs taken by the Contractor or its agent, of the locate site, in its entirety, before, during and after the damages occurred.
5. The damage report shall be a product of the Electronic Ticket Management System.
6. The Contractor shall be considered at fault if a locate, performed in conjunction with a SSOCOF Request for Locate Ticket, was mismarked, not marked, not located, not delineated, or not identified correctly as required by Chapter 556, F.S., and these documents regardless of the Excavator's requirement for due diligence as specified in under Chapter 556, F.S., The Contractor shall not mismark, not mark, not locate, not delineate, or not identify correctly the Owners Facility's and defer the responsibility to the Excavator.
7. If the County makes a determination that damage was the result of a physical locating error by the Contractor, the Contractor shall be liable for all fines and/or penalties imposed by, but not limited to, any Federal, State, Local, or Tribal authority. The Contractor shall also be held financially responsible for the resulting cost(s) associated with the necessary repairs due to the damages including any loss of use claims as they are regularly computed. If applicable, the Contractor shall reimburse the County for the damages.
8. The County shall review the reports and if it is determined that an unacceptable number of hit lines are the result of locating errors, the County reserves the right to terminate the Contract
9. The County reserves the right to conduct its own investigation of such damage incidents.

RECORD KEEPING, REPORTING, AND INVOICING

1. The Contractor shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. Contractor must provide County with access to the ticket management system for the purpose of evaluating Contractor performance.
2. The Contractor agrees to maintain records to support all work performed and all items billed to the County and shall retain all such records for a period of three (3) years.
3. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by a written request shall be recorded and retained also.
4. The County may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.
5. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after reported marking error.
6. Ordinarily, emergency locate request(s) shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile, email or letter, unless otherwise dictated due to circumstances beyond the control of the County.
7. Invoicing by the Contractor shall be performed on a monthly basis and shall include the following:
 - a) The Delivery Order Number.
 - b) The period during which the services were performed (the Billing Period).
 - c) The total number of Locate Requests received.
 - d) A detailed line analysis displaying the Unit Description-from the Bid Items-quantity of services performed, unit cost, and total line cost.
 - e) The monthly report to accompany and support the invoice will include an itemized tabulation which shows the following information with respect to each locate request the Contractor received:
 - i) Ticket Number.
 - ii) Locate Date.
 - iii) Type of Request.
 - iv) Disposition of Request
 - v) Equipment/Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation
8. In the event of a locate assignment which is not completed, the County shall not pay for the relocate.

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**

(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Melisa.Vergara@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **MELISA VERGARA**
 IFB NUMBER: **Y21-137-MV**
 TITLE: **INFRASTRUCTURE LOCATOR**

BID DUE DATE: _____

DELIVER TO:
 ORANGE COUNTY PROCUREMENT DIVISION
 INTERNAL OPERATIONS CENTRE II
 400 E. SOUTH STREET, 2ND FLOOR
 ORLANDO, FL 32801.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.
- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>
- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County’s determination of a bidder’s responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder’s qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

- [] **1. Reference Documentation Form (Required)**

The Bidder shall complete the attached Reference Documentation Form.

References shall be for work similar in scope and magnitude satisfactorily completed by the Bidder within the last 10 years. The following outline minimum requirements for the bidder to meet based on the project criteria. In addition, all the similar projects shall be defined as locating services for a public entity in accordance with a local, state, or federal governing damage prevention laws and/or statutes.

1. Similar project shall include a minimum of 50,000 locate tickets annually for underground Water, Reclaimed Water, or Sewer infrastructure.
2. Similar project shall include a minimum of 6 instances of GPR use locates on an annual basis.
3. Similar project shall have included the utilization of an Electronic Ticket Management System used as outlined in this solicitation.

Bidder shall provide a minimum of one (1) reference for EACH of the Projects A, B, C as defined below. Minimum of three (3) references are required to be submitted but the bidder is able to submit additional vendors. No reference or their affiliated entity can be used more than once unless it was for a different project or a separate contract.

Project A: Bidder to provide one (1) reference that meets all of the minimum project criteria listed above.

Project B: Bidder to provide one (1) reference that meets 2 of the similar project criteria listed above.

Project C: Bidder to provide one (1) reference that meets 1 of the similar project criteria listed above.

- 2. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein. Bidder shall detail the methods that will be in place to ensure reliability for emergency and non-emergency work.
(Required)
- 3. Submit proof in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business providing infrastructure locator services for at least three (3) years.
(Required)
- 4. Bid Response Form
(Required)
- 5. Acknowledgement of Addenda
(Required if Applicable)
- 6. Authorized Signatories/Negotiators
(Required)
- 7. Drug-Free Workplace
(Required)
- 8. Schedule of Sub-contracting
(Required if Applicable)

- [] 9. Conflict/Non-Conflict of Interest Form
(Required)
- [] 10. E-Verification Certification
(Required)
- [] 11. Current W9
(Required)
- [] 12. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- [] 13. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- [] 14. Agent Authorization Form
(Submit if Applicable)
- [] 15. Leased Employee Affidavit
(Submit if Applicable)
- [] 16. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)
- [] 17. Contract Y21-137-MV, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

**BID RESPONSE FORM
IFB #Y21-137-MV**

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

** See Appendix A for details of pay items**

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	=	TOTAL ANNUAL BID
1.	Infrastructure Locator Regular Time	22,880 hours	X	\$_____ /hour	=	\$_____
2.	Infrastructure Locator Overtime	5,000 hours	X	\$_____ /hour	=	\$_____
3.	On-Site Screener	2,080 hours	X	\$_____ /hour	=	\$_____
4.	Electronic Ticket Management System *see below	170,000 tickets	X	\$_____ /ticket	=	\$_____
5.	Screened and Clear Tickets	2,000 each	X	\$_____ /each	=	\$_____
6.	Locate Using Ground Penetrating Radar (GPR)	650 hours	X	\$_____ /hour	=	\$_____
7.	Indemnification	\$100.00 dollars		\$100.00	=	\$100.00
TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 7)						= \$_____
TOTAL ESTIMATED THREE YEARS BID						= \$_____ (X3)

*Please indicate the Electronic Ticket Management System to be used in the space below:

Company Name

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

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

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person: _____	
Telephone Number: _____	Cell Phone Number: _____
Residence Telephone Number: _____	Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature)	(Date)
-------------	--------

(Title)	
---------	--

(Name of Business)	
--------------------	--

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

State of Incorporation: _____

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

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

** Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

REFERENCE DOCUMENTATION FORM

List at least three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide a sufficient number of references to meet the criteria shown in the Qualification of Bidders checklist section above. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. It is imperative that the references are able to be reached and they are aware they may be receiving correspondence from Orange County Utilities.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

5. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y21-137-MV

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y21-137-MV

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

- 1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
- 2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
- 3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

(Use additional sheets of paper if necessary)

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

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

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

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

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



**CONTRACT NO. Y21-137-MV
INFRASTRUCTURE LOCATOR**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Utilities Department
Operations and Support Division
ATTN: Utilities Fiscal
8100 Presidents Drive, Suite A
Orlando, FL 32809

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

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-137-MV, INFRASTRUCTURE LOCATOR - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

(Name)

(Title)

DATE: _____

NOTICES: _____ (Address)

(Address)

(City, State Zip)

(Phone)

(Email)

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

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

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

6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-137-MV, INFRASTRUCTURE LOCATOR - Term Contract.**
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
- C. The estimated contract award for the initial term of the contract is

\$_____
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed as provided in the Invitation for Bids.
- F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: _____

**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**

Appendix A

Line item payment details

1. INFRASTRUCTURE REGULAR TIME FOR STANDARD AND EMERGENCY LOCATES

- a. This line item for Standard/Emergency Locates shall be paid at an hourly rate to locate all County owned facilities between the hours of 0700 hours thru 1700 hours, Monday thru Friday as specified on the Sunshine One Call of Florida (SSOCOF).
- b. The hourly rate for this line item shall be rounded to the nearest one half hour increment for payment.
- c. If a locate requires additional time after 1700 hours, then the overtime hourly rate will begin from 1700 hours.
- d. SSOCOF locate tickets that have started but require a meeting, additional white lining, or more information is required from the excavator, will not be paid until all additional information has been obtained between the Contractor and Excavator, and the SSOCOF ticket has been responded to with the appropriate response code, finalizing the ticket.
- e. If GPR is requested and/or required, by the County, to perform the locate of all Owner facilities within the SSOCOF Request to Locate Ticket, the "Locate with GPR" pay item will be used in conjunction with this pay item.

2. INFRASTRUCTURE OVERTIME

- a. This line items shall be paid at an hourly rate for all County owned facilities if a Standard and/or Emergency locate ticket received through SSOCOF, has already been started but cannot be completed by 17:00:59 hours, Monday thru Friday.
- b. This line item is not used to make up for the Contractor's inability to not provide enough staff to handle the volume of locates between 0700 hours and 1700 hours, Monday thru Friday as required by these documents.

3. ON-SITE SCREENER

- a. This line shall be paid at an hourly rate for the number of hours worked by the On-Site Screener

4. ELECTRONIC TICKET MANAGEMENT SYSTEM

- a. In order to ensure compliance with SSOCOF codes, requests, responses and Chapter 556, F.S., the Contractor shall utilize an Electronic Ticket Management System. The Electronic Ticket Management System shall be Digtix, Utilisphere or approved equal.
- b. Payment for Electronic Ticket Management shall be made per ticket responded as outlined in this agreement.
- c. The Owner shall receive with each invoice for payment, a report containing a listing of all tickets dispatched and received for the Owner's Member Service Code. The report shall contain each individual ticket number as well as the date and time received and the disposition code associated with each ticket. The Owner shall receive one (1) electronic copy of said report with each application for payment.
- d. The County reserves the right to discontinue payment of this service if and when the County decides to utilize its own ticket management system thereby allowing access to the system to the Contractor. Any change shall not take effect during a current term and the Contractor will be notified of any change prior.

5. SCREENED AND CLEARED TICKETS

- a. Since the SSOCOF is an imperfect system, the Owner may receive Request to Locate tickets that are technically outside the Owner's Member Service Area, or outside the Owner's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way. Since all tickets received by the Owner or his designee are required to receive a response, there shall be a means by which the Contractor can screen, review and respond to such requests.
- b. Request to Locate tickets received by the Contractor and determined to be outside the Owner's Member Service Area, determined to be outside the legal response requirements, or in a location where there are no known County owned facilities shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable Positive Response Code. Such a response by the Contractor is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.
- c. Payment for this item shall be made at one unit quantity for each SSOCOF Request to Locate Ticket, for all Owner facilities, screened and cleared, without need of physical response to the site.

6. LOCATE USING GROUND PENETRATING RADAR (GPR)

- a. Locate using GPR consists of all Owner facilities within the SSOCOF Request to Locate Ticket and/or at the request of the County. Locate with GPR will only be allowed if authorized by the County.
- b. The Contractor shall mark horizontal position of Owner facilities in accordance with Chapter 556, F.S.
- c. Locate using GPR will be paid per hour when request and/or approved by the County.

End of Appendix

ATTACHMENT A
Examples of Required Markings



Diagram A

Mark Size and Type of WM in
Pavement Only

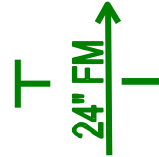


Diagram B

Corridor Marker Force Mains Greater
Than 8" Mark Size and Type of FM
in Pavement Only

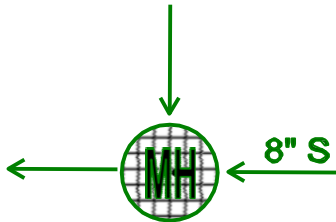


Diagram C
Gravity Mains

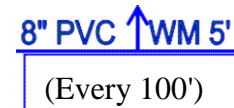
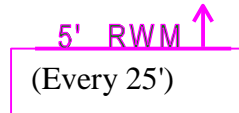


Diagram
Offset Marks

Not to be considered complete and final, please refer to SSOCOF Damage Prevention Guide and Chapter 556,
F.S. for further guidance.