

AMENDMENT NUMBER 1
CONTRACT Y10-121, INSPECTION AND REPAIR OF FUEL SYSTEMS

Effective date: October 15, 2009

1. By mutual agreement, the following line item is hereby added to the contract:

<u>Description</u>	<u>Unit Cost</u>	<u>Est. Annual Qty</u>	<u>Total Annual Cost.</u>
Repair Service Call	\$80.00	60 each	\$4,800.00

2. The second sentence of the Scope of Service, Repair Service Call, is hereby deleted.
3. The total estimated annual contract amount is hereby increased by \$4,800.00 from \$31,935.00 to \$36,735.00.
4. All other terms and conditions remain unchanged.

Acts Construction, Inc.

Board of County Commissioners
Orange County, FL


Signature

Lynn N. Croswell, Jr.

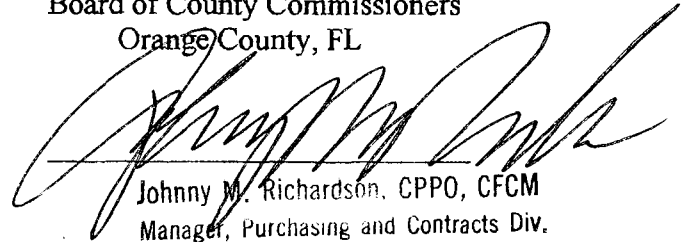
Print Name

President

Title

10-28-09

Date


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



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393
407-836-5635 ■ Fax: 407-836-5899 ■ <http://www.ocfl.net>

**TERM CONTRACT NO. Y10-121
INSPECTION AND REPAIR OF FUEL SYSTEMS**

TO: Acts Construction, Inc.
PO Box 680427
Orlando, FL 32868-0427

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y10-121-JS, Inspection and Repair of Fuel Systems - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. 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.
- B. This contract is effective **October 15, 2009**, and shall remain in effect through **October 14, 2010**. The estimated contract award for this period is \$31,935.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. 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 delivery.
 - 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.

4. 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. 58-12-090729-53C.

5. Invoicing:

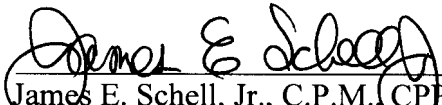
- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fire Rescue Department
P O Box 5879
Orlando, FL 32793-5879
Phone (407) 836-9871

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

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

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

BY 
James E. Schell, Jr., C.P.M., CPPB
Purchasing and Contracts Division

DATE 10-14-2009

Issue Date: September 11, 2009

INVITATION FOR BIDS #Y10-121-JS

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

**INSPECTION AND REPAIR OF FUEL SYSTEMS
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM** (local time), **Thursday, September 24, 2009**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

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

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is James E. Schell, Jr., Senior Purchasing Agent at (407) 836-5410.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

Bids submitted by telephone or telegram shall not be accepted. Also, faxed bids are not acceptable. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received**.

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

Purchasing and Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

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

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

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

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, ten (10) days after bid opening, or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

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

2. **FEDERAL AND STATE TAX**

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

3. **ACCEPTANCE/REJECTION/CANCELLATION**

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

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

4. **NO BID**

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

5. **CONFLICT OF INTEREST**

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

6. LEGAL REQUIREMENTS

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

1. Vendors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

7. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

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

8. MISTAKES

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

9. AVAILABILITY OF FUNDS

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

10. EEO STATEMENT

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

Further, the awarded vendor shall abide by the following provisions:

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

11. BID TABULATION AND RESULTS

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

12. BID FORMS

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

13. FLORIDA PREFERENCE

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

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

14. RECIPROCAL IN-STATE PREFERENCE

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

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

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

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

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

16. BID AND RELATED COSTS

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

17. CONTRACTUAL AGREEMENT

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

18. PUBLIC ENTITY CRIME

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

19. DRUG-FREE WORKPLACE FORM

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

20. SUBCONTRACTING

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

21. CONFLICT OF INTEREST FORM

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

22. ETHICS COMPLIANCE

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

- a. **Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code.** This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

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

23. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

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

24. COPIES

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

25. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

26. VENDOR ASSISTANCE WITH SPECIFICATIONS

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

27. PAYMENT TERMS/DISCOUNTS

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

28. PATENTS AND ROYALTIES

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

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

29. INDEMNIFICATION

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

30. CLARIFICATIONS

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bid shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Purchasing and Contracts Division, at the phone number on the bid cover sheet or by fax at (407) 836-5899 or by mail **prior** to bid opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

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

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

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

33. PRICING/AUDIT

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

34. EMPLOYEES OF THE CONTRACTOR

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

35. TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in the termination of the applicable contract(s).

36. CONTRACT CLAIMS

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

1. INSPECTION OF FACILITIES/AREAS

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the bidder. Arrangement for bidder's inspection of facilities and/or activity schedules may be secured from Daryl McCarthy, Project Manager, telephone (407) 836-9018. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

2. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The bidder will submit the following information with his bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the reference sheets on pages 27 and 28.
- B. Submit with bid a copy of bidders current State of Florida Certified Pollutant Storage System Contractor license.
- C. Submit with bid, on letterhead stationary, a statement attesting that the bidder has a minimum of five (5) years of experience in the maintenance and repair of fuel systems and their related components, i.e. Fuel Master dispensing system.
- D. List of personnel who will be directly responsible for the Orange County account (vendor point of contact) including telephone number, fax number, e-mail address and cell phone number.
- E. Submit with bid evidence, in the form of a letter or other document, which clearly shows an agreement with the bidder and a properly licensed hazardous materials disposal service/facility able to dispose of contaminated materials and other hazardous waste which may be byproducts of work performed under the awarded contract in accordance with all federal, state and local laws, regulation and ordinances.

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

3. LICENSES AND PERMITS

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

4. BID ACCEPTANCE PERIOD

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

5. AWARD

Award shall be made on an “All-or-None Total Bid”, or “All-or-None Total Estimated Bid” basis to the lowest responsive and responsible bidder.

6. 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.

7. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than ten (10) calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

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

The vendor shall, within five (5) calendar days from the beginning of such delay, notify the Manager, Purchasing and Contracts Division in writing of the cause(s) of the delay.

8. TERMINATION

A. Termination for Default:

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

1. provide products or services that comply with the specifications herein or fails to meet the County’s performance standards

2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

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

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

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

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

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of

Termination shall provide the contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. CODES AND REGULATIONS

The awarded vendor must strictly comply with all Federal, State and local safety codes.

10. PAYMENT

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

Orange County Fire Rescue Department
P O Box 5879
Orlando, FL 32793-5879
Phone (407) 836-9871

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

11. WARRANTY

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of ninety (90) days from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The vendor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

12. DEBRIS

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

13. SAFETY AND PROTECTION OF PROPERTY

The VENDOR/AGENCY shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- 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)
- The VENDOR/AGENCY must 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/cms/DEPT/countyadmin/risk/safety-health_manual.htm

14. **INSURANCE REQUIREMENTS**

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

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

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

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

Required Coverage:

1. Workers' Compensation - The VENDOR/AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-**

case basis. Any VENDOR/AGENCY using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).

2. Commercial General Liability - The VENDOR/AGENCY shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. VENDOR/AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The VENDOR/AGENCY shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the VENDOR/AGENCY does not own automobiles the VENDOR/AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

Prior to execution and commencement of any operations/services provided under this contract the VENDOR/AGENCY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the VENDOR/AGENCY shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the VENDOR/AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or

cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

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

15. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the vendor for a lower unit price which will be incorporated into the contract. Failure of the contractor to agree to a reduced unit price may result in the termination of the contract and resolicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the vendor within the time specified in the order. The contract shall govern the vendor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract’s performance period.

16. PRICE ADJUSTMENT

Written request for price adjustments may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three-year contract and none is requested after the first two years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall

be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed 4%. All price adjustments must be accepted by the Manager, Purchasing and Contracts Division and shall be accomplished by written amendment to this contract.

17. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the vendor/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 vendor/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.

18. BID PREFERENCE

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

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

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

19. CHANGES - SERVICE CONTRACTS

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

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

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

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

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

21. REFERENCES

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

22. REQUIREMENTS CONTRACT

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

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

SCOPE OF SERVICE

General

This scope of service encompasses the inspection and repair of both regulated and non-regulated above ground storage tanks (AST's) and underground storage tanks (UST's) as well as fuel pumps used to fuel vehicles and/or standby generators. Information regarding the location addresses, tank size, fuel type, tank placement, number of tanks on site and number of pumps may be found on Attachment A.

Service Personnel

The vendor shall supply service personnel trained to provide work in compliance with Florida Department of Environmental Protection (FDEP) regulations 62-761 (USTs) and 62-762 (ASTs), Florida Administrative Code (F.A.C.) <http://www.dep.state.fl.us/waste/categories/pcp/pages/rules.htm>. The vendor shall be responsible for all remedies of work performed by his/her personnel that results in a notice of non-compliance from FDEP or the County's insurance carrier due to a failure by the vendor to perform the work properly or install the proper parts. The County requires that all tanks be maintained to FDEP standards.

The vendor shall supply technicians, experienced as required, to service the following:

- Fuel Pumps, both suction and submerged
- Nozzles, Hoses and Breakaways
- Dispensing systems and general fuel management systems
- General tank and piping associated with fuel systems.
- Automatic Tank Gauging (ATG) systems (certification and calibration where necessary)

Work requiring a licensed electrician will be considered beyond the scope of the contract.

Parts

The cost of parts shall be a discount from the manufacturers published retail price list. The vendor shall maintain a stock of parts, on their service vehicle(s), which shall include, but not be limited to, the following: nozzles (diesel and unleaded), hoses (twelve foot), breakaways, and required signs. The vendor will not be permitted to charge the County for an additional service call if the vendor fails to have the necessary routine maintenance parts on the service vehicle and another trip is necessary to perform routine maintenance.

Monthly Inspections

The vendor shall provide a monthly inspection of the eighteen (18) FDEP regulated fueling facilities indicated for which FDEP requires a monthly inspection. The inspection must provide a typewritten report indicating that a visual inspection has been made including, but not limited to, tank and dispenser sumps, interstice/secondary containment, piping exterior integrity, condition of the exterior tank (ASTs), ATG/Cathode protection (USTs), shear valve, stained soil around the containment area (ASTs), accessibility and all other requirements of the applicable FDEP regulations and F.A.C. A copy of the report is to be left at each facility with a copy of the inspection mailed or delivered to the Orange County Fire Rescue Dept. at PO Box 5879, Winter Park, FL 32793-5879, Attn. Facilities Bureau. If a deficiency is noted that may result in a FDEP citation that cannot be corrected during this inspection, this deficiency will be highlighted in a separate report and emailed to Daryl.Mccarthy@ocfl.net and Randall.Mayo@ocfl.net the same day.

The monthly inspection shall be performed by a service technician capable of, and equipped to, perform any required routine maintenance, i.e. pumping sumps, replacing hose, nozzles, or breakaways. The vendor shall pump out dispenser sumps, tank sumps and dispose of the contaminated material at an FDEP approved disposal site. Proper documentation of petroleum contact water (PCW) disposal in the form of a manifest must be forwarded to the Orange County Fire Rescue Department, Facilities Bureau at the aforementioned mail or e-mail address(es).

Annual Inspections

Prior to the FDEP annual inspection, the vendor shall perform the necessary annual tank, line, ATG and release detection testing required by 62-761 and 62-762 (latest version). A copy of the annual report documenting the testing is to be left at each facility and a typewritten report with a copy of the inspection sent to the Orange County Fire Rescue Department at P.O. Box 5879, Winter park, FL 32793-5879, Attn: Facilities Bureau. If deficiencies are noted, they must be remedied prior to the FDEP annual inspection to avoid non-compliance. The vendor shall also provide a certified technician on-site for the County's annual FDEP inspections. The vendor shall be able to provide all monthly inspection paperwork required by the FDEP during the annual inspections.

Repair Service Call

A repair service call shall include any repairs necessary to keep the system(s) in full compliance with FDEP regulations and shall require **prior authorization by the Fire Rescue Facilities Bureau**. The repair service call shall include the first hour of a single technicians labor. If the repair is able to be accomplished within the first hour of the repair service call, no additional labor cost shall be incurred by the County. The following shall be provided prior to repairs being authorized if a repair service call is expected to exceed one hour:

- a detailed estimate of the labor requiring more than one technician or multiple visits to the site showing hours, cost per hour for trades, i.e. electrician, concrete repair, other than a fuel service technician
- cost of materials and freight when applicable

Hours of Service

Normal Hours: Routine maintenance and non-emergency repairs shall take place during normal business hours, 7:00AM to 6:00PM, Monday Through Friday.

After Hours: Emergency repairs shall take place between the hours of 6:01PM through 6:59AM seven (7) days per week, 365 days per year including County holidays.

Contaminated Fluids

Contaminated fluids, including PCW, that are gathered as a result of routine maintenance, non-emergency repair or emergency repair shall be disposed of in accordance with all Federal, State and local laws, statutes and ordinances. Proof of proper disposal shall accompany any and all invoices for the maintenance and repair of fuel systems. The cost for the disposal of contaminated liquids shall be invoiced on a per gallon basis as bid on the bid proposal form.

**BID PROPOSAL FORM
IFB#Y10-121-JS**

ORIGINAL

The vendor shall provide all manpower and other resources necessary to provide the supplies and labor, in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive of overhead, profit and any other costs. Information regarding the location addresses, tank size, fuel type, tank placement, number of tanks on site and number of pumps may be found on Attachment A.

<u>ITEM NO.</u>	<u>MONTHLY INSPECTIONS</u>	<u>UNIT COST</u>	<u>ESTIMATED ANNUAL QTY.</u>	<u>TOTAL COST</u>
1.	Station 20	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
2.	Station 30	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
3.	Station 33	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
4.	Station 36	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
5.	Station 41	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
6.	Station 42	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
7.	Station 43	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
8.	Station 50	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
9.	Station 53	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
10.	Station 54	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
11.	Station 63	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
12.	Station 70	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
13.	Station 71	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
14.	Station 72	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
15.	Station 82	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
16.	Station 83	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>
17.	Head Quarters	\$ <u>90.00</u>	12 months	\$ <u>1,080.00</u>

Acts Construction, Inc.
Company Name

ITEM

<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EST. QTY.</u>	<u>TOTAL COST</u>
18.	Technician Hourly Rate for Repairs, normal hours, as specified	\$ <u>65.00</u>	90 each	\$ <u>5,850.00</u>
19.	Technician Hourly Rate for Repairs, after hours, as specified	\$ <u>97.50</u>	10 each	\$ <u>975.00</u>
20.	Contaminated Liquid Disposal, as specified	\$ <u>1.50</u>	1,500 gallons	\$ <u>2,250.00</u>
21.	Annual estimated dollars of replacement parts, minus percentage of discount from list price	\$ <u>5,000.00</u>	<u>10</u> %-	\$ <u>4,500.00</u>
TOTAL ESTIMATED BID				\$ <u>31,935.00</u>

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.

Was Visual Inspection made, per Special Terms and Conditions #1? Yes No

Performance shall be not later than ten (10) calendar days After Receipt of Order (ARO) per Special Terms and Conditions #7.

Inquiries regarding this Invitation for bids may be directed to James E. Schell, Jr., Senior Purchasing Agent, at telephone number (407) 836-5410.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, Schedule of Sub-Contracting, current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report.
- B. Completed reference documentation, pages 27 and 28.
- C. Qualifications of Bidders information, per Special Terms and Conditions #2.
- D. Certificate of Competency and License, per Special Terms and Conditions #2.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Acts Construction, Inc.

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

TIN#: 59-2948328

Address:	<u>PO Box 680427</u>	<u>Orlando</u>
	(Street No. or P.O. Box Number)	(Street Name)
	<u>Orange</u>	<u>FL</u>
	(County)	(State)
		<u>32868-0427</u>
		(Zip Code)

Contact Person: Lynn N. Croswell, Jr.

Phone Number: 407-578-4833 **Fax Number:** 407-578-7845

E-mail Address: ACTS1989@CFL.RR.COM

EMERGENCY CONTACT

Emergency Contact Person: Lynn N. Croswell, Jr.

Telephone Number: 407-578-4833 **Cell Phone Number:** 407-719-8909

Residence Telephone Number: 407-886-1784

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

<u>Name</u>	<u>Title</u>	<u>Telephone Number/E-Mail</u>
<u>Lynn N. Croswell</u>	<u>President</u>	<u>407-578-4833 / ACTS1989@CFL.RR.COM</u>
<u>Mary D. Croswell</u>	<u>Vice-President</u>	<u>407-578-4833 / ACTS1989@CFL.RR.COM</u>
<u>Keri Croswell</u>	<u>Account Manager</u>	<u>407-578-4833 / ACTS1989@CFL.RR.COM</u>


(Signature)

9-22-2005
(Date)

President
(Title)

Acts Construction, Inc.
(Name of Business)

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

Type of Organization

- Sole Proprietorship Partnership Non-Profit
- Joint Venture Corporation

State of Incorporation: Florida

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

Federal I.D. or Social Security number is 59-2948328

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

REFERENCES:

List three (3) customers during the past ten (10) years for the goods or services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name: Orange County Fire Rescue

a. Description of goods or services provided: Provide monthly inspections services and parts.

b. Contract Amount: \$ 33,900.00

c. Date services completed: 10-31-09

d. Contact Person: Daryl McCarthy

Address: 6590 Amory Court
Winter Park, FL 32792

Telephone Number: 407-836-9018

Email Address: Daryl.McCarthy@ocfl.net

2. Owner's Name: City of Orlando

a. Description of goods or services provided: Provide maintenance, repairs and parts for fuel facilities.

b. Contract Amount: Open

c. Date services completed: 10-31-09

d. Contact Person: Phillip Edwards

Address: 1025 W. Grand St.
Orlando, FL 32805

Telephone Number: 407-246-4040

Email Address: Phillip.Edwards@cityoforlando.net

3. Owner's Name: Volusia County
- a. Description of goods or services provided: Provide fuel tank maintenance, repairs, monthly and annual inspections.
- b. Contract Amount: Open
- c. Date services completed: 5-7-12
- d. Contact Person: Glenn Scorza
- Address: 1270 Indian Lake Rd.
Daytona Beach, FL 32124
- Telephone Number: 386-254-1595 x 1857
- Email Address: GSCORZA@co.volusia.fl.us

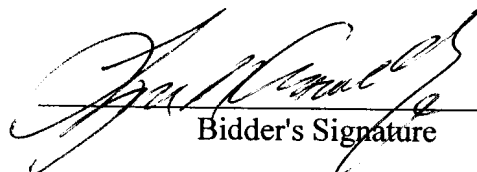
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
Acts Construction, Inc. 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

9-22-09

Date

SCHEDULE OF SUBCONTRACTING
IFB NO. Y10-121-JS

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

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted
None			

Company Name: Acts Construction, Inc.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

Acts Construction, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Lynn N. Croswell, Jr.

NAME (PRINT OR TYPE)

President

TITLE

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

RELATIONSHIP DISCLOSURE FORM
For use with procurement items except
When the County is the principal or primary applicant

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offeror, quoter or respondent or his/her agent and shall be submitted to the Purchasing Division by the bidder, offeror, quoter or respondent or his/her agent.

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

APPLICANT(S) INFORMATION

Name of Applicant(s): Acts Construction, Inc.

Business Address (Street/P.O. Box, City and Zip Code): PO Box 680427 Orlando, FL 32868

Business Phone (407) 578-4833

Facsimile (407) 578-7845

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

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

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

 YES X NO

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

Solicitation # Y10-121-JS

ORIGINAL SIGNATURE REQUIRED

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

Date: 9-22-09


Signature

Lynn N. Croswell, Jr. - President
Print Name and Title

Specific Project Expenditure Report (December 16, 2008)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

Part I

Please complete the following:

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

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

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

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

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

If continued on a separate sheet, please check here _____

Date of this Report: 9-22-09

Total Expenditures this Report: \$ -0-

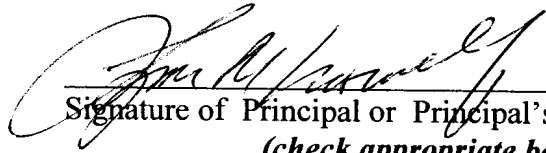
Solicitation # Y10-121-JS

Specific Project Expenditure Report (December 16, 2008)

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 9-22-2008



Signature of Principal or Principal's Authorized Agent
(check appropriate box)

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

ATTACHMENT A

<u>Station Number – Address</u>	<u>Tank Size and Fuel Type</u>	<u>Tank Placement</u>	<u>Regulated Tanks on Site</u>	<u># of Pumps</u>
20 – 3200 Washington, Zellwood, FL 32798	1,000 gallon Diesel	Above Ground	1	1
30 – 34 S. Hastings St., Orlando, FL 32835	2,500 gallon Diesel	Below Ground	2	2
	1,000 gallon Unleaded	Below Ground		
33 – 1700 S. Apopka Vineland Rd., Orlando, FL 32819	770 gallon Diesel (generator)	Above Ground	1	0
36 – 12252 S. SR 535, Orlando, FL 32836	2,500 gallon Diesel	Below Ground	1	1
41 – 4412 N. Fairview Ave., Orlando, FL 32804	2,500 gallon Diesel	Below Ground	2	2
	1,000 gallon Unleaded	Below Ground		
42 – 5420 Silverstar Rd., Orlando, FL 32808	2,500 gallon Diesel	Below Ground	2	2
	1,000 gallon Unleaded	Below Ground		
43 – 2700 N. Apopka Vineland Rd., Orlando, FL 32808	770 gallon Diesel (generator)	Above Ground	1	0
50 – 1415 W. 29 th St., Orlando, FL 32805	2,500 gallon Diesel	Below Ground	2	2
	1,000 gallon Unleaded	Below Ground		
53 – 1270 W. LaQuinta Dr., Orlando, FL 32809	1,000 gallon Diesel	Below Ground	2	2
	1,000 gallon Unleaded	Below Ground		
54 – 6500 Central Fl. Pkwy., Orlando, FL 32821	2,500 gallon Diesel	Below Ground	3	3
	1,000 gallon Unleaded	Below Ground		
	2,000 gallon Diesel	Above Ground		
63 – 2450 N. Goldenrod Rd., Orlando, FL 32807	770 gallon Diesel (generator)	Above Ground	1	0
70 – 1027 E. Wallace Rd., Orlando, FL 32809	770 gallon Diesel (generator)	Above Ground	1	0
71 – 4405 S. Goldenrod Rd., Orlando, FL 32822	1,000 gallon Diesel	Below Ground	2	2
	1,000 gallon Unleaded	Below Ground		
	770 gallon Diesel (generator)	Above Ground		
72 – 3705 S. Conway Rd., Orlando, FL 32806	2,500 gallon Diesel	Below Ground	1	1
82 – 500 N. Story Partin Rd., Orlando, FL 32833	2,500 gallon Diesel	Below Ground	1	1
83 – 11950 E. Lk. Underhill Rd., Orlando, FL 32825	2,500 gallon Diesel	Below Ground	2	2
	1,000 gallon Unleaded	Below Ground		
HQ – 6590 Amory Ct., Winter Park, FL 32792	8,000 gallon Diesel	Below Ground	2	1
	6,000 gallon Unleaded	Below Ground		