

INVITATION FOR BID
IFB-604974-25/LAS
WASTEWATER COLLECTION I&I- SMOKE
TESTING



1301 East Second St.
Sanford, FL 32771

RELEASE DATE: March 11, 2025
DEADLINE FOR QUESTIONS: March 31, 2025
RESPONSE DEADLINE: April 9, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/seminolefl>

Seminole County
IFB #IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

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Attachments:

A - Draft Agreement

1. Introduction

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete to demonstrate the Bidder's understanding of the requested work clearly and fully and/or delivery requirements.

1.1. Summary

Contracting services to Seminole County Utilities Department for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

Selected vendor is responsible for all labor, equipment, materials and supervision and any other efforts necessary to fulfill the requirements set forth in this solicitation.

1.2. Contact Information

Project Contact:

Louis Straffi

Sr. Procurement Analyst

1301 E 2nd Street

Sanford, FL 32771

Email: lstraffi@seminolecountyfl.gov

Phone: [\(407\) 665-7114](tel:(407)665-7114)

Procurement Contact:

Louis Straffi

Sr. Procurement Analyst

1301 E 2nd Street

Sanford, FL 32771

Email: lstraffi@seminolecountyfl.gov

Phone: [\(407\) 665-7114](tel:(407)665-7114)

Department:

Environmental Services - Utilities Operations

1.3. Timeline

Release Project Date	March 11, 2025
Question Submission Deadline	March 31, 2025, 5:00pm
Proposal Submission Deadline	April 9, 2025, 2:00pm

2. Scope of Services

2.1. Inspecting Manholes

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing:

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location.

All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action.

Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. ***At a minimum, manhole inspections shall include the following data attributes:***

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties

2.2. Sealing Manhole Chimneys

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- IO psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%

- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.

- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
- NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

2.3. Installation of Rain Dishes

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.

- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

2.4. [Smoke Testing](#)

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility.

Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of

the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

2.5. Installation of Cleanout Caps

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

2.6. Installation of Cleanout Plug (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).

- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

2.7. [Report](#)

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

2.8. Lift Station Basin Infiltration Investigation

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects.

Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

2.9. Exceptions

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

2.10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County Service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover 1/4" or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the Customer Service Department at 407-665-2110 or via email at wscustomerservice@seminolecountyfl.gov

3. Instructions to Bidders

3.1. Contact

All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person, Louis Straffi, regarding this IFB or their written bid at any time prior to the posting on the COUNTY'S Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the COUNTY.

3.2. Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this IFB.

3.3. Public Opening

Electronic bids shall be received by PCD online in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7114. The Public Opening via ZOOM

<https://us06web.zoom.us/j/84499184101?pwd=UVhDbk9IS3lnZkZUMW9WV01vWlp3UT09/>
Meeting ID: 844 9918 4101 / Passcode: 760550

3.4. Delays

The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (<https://secure.procurenw.com/portal/seminolefl>)

3.5. Bid Submission and Withdrawal

The COUNTY will accept bids electronically via the COUNTY'S e-Procurement Portal until 2:00 pm on Wednesday, April 9, 2025. Bids received after the scheduled due date and time for submission shall not be considered. Bids submitted in any other format other than via the COUNTY'S e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed. Companies shall register on the COUNTY'S e-Procurement Portal. Once registered, Companies may view and click "Follow" to be a prospective Bidder for this solicitation and will appear on the Follower's list. Bidders that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the COUNTY'S e-Procurement Portal, and therefore will be unable to participate or be considered for this IFB. If a Bidder encounters technical difficulties using the COUNTY'S e-Procurement Portal, or needs assistance using the Portal, Bidders may access the Help Center for [vendor training](#) guides provided by OpenGov-Procurement, the Software Administrator. Proposers may also contact the Software Administrator using the real-time chat

function on the COUNTY'S e-Procurement Portal (located in lower right-hand corner of the screen), or via email at support@procurenw.com for support.

The COUNTY will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like, neither the COUNTY, nor the Software Administrator, will be held responsible. Bidders shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Bidder is using to submit a response. Failure of the Bidder to successfully submit an electronic proposal before the deadline indicated herein shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted bids. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Bidder will also receive an email confirmation from the COUNTY's e-Procurement Portal. Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7114, before the 2:00 pm deadline.

The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED** file of their complete written bid.

Bidders may withdraw their bid electronically via the COUNTY'S e-Procurement Portal at any time prior to the scheduled due date and time for submission.

3.6. Inquiries

All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing **via the Q&A tab** in the COUNTY'S e-Procurement Portal prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents **including the attached Draft Agreement**, shall be requested in writing, and **received** no later than 5:00 pm on Monday, March 31, 2025. Written requests shall be submitted via the COUNTY'S e-Procurement Portal. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB. If the Q&A deadline has passed, a Bidder may contact the COUNTY directly if necessary at lstraffi@seminolecountyfl.gov. The COUNTY reserves the right to reject any questions sent after the Q&A deadline.

3.7. Addenda

Should revisions to the IFB documents become necessary, the COUNTY will post Addenda information on the COUNTY's e-Procurement Portal. The COUNTY's e-Procurement Portal will issue an automated email notification to all "Followers" on the IFB's Followers list. All Bidders should check the COUNTY's Website or notify Louis Straffi to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation. Addenda information will be posted on the COUNTY's Website (<https://secure.procurenw.com/portal/seminolefl>). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

3.8. Selection Process and Award

The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity, and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, and efficiency of the Apparent Low Bidder.

- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability, and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
- (j) The type, structure, and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

3.9. Bid Preparation Costs

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this IFB

3.10. Accuracy of Bid Information

By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing, and able to perform if selected.

3.11. Insurance

A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Bidder's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.

3.12. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

3.13. Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

3.14. Posting of the IFB's Recommendation and Intent to Award

The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (<https://procurement.opengov.com/portal/seminolefl>) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

3.15. Public Records

Upon recommendation and intent to award this IFB as posted to the COUNTY's website or thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

3.16. Prohibition Against Contingent Fees

It shall be unethical for any person to be retained, or to retain any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

3.17. Acceptance/Rejection/Disqualification

The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY 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 agreements 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 to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

3.18. Additional Terms and Conditions

Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

3.19. Responsibility

The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

3.20. Bids to Remain Firm

All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty-day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

3.21. Purchasing Code

Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

3.22. Affirmation

By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract as prepared by Seminole County.**

3.23. Mistakes in the Bid

Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and

the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

3.24. Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

3.25. Drug-Free WorkPlace Compliance

Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

3.26. Public Entity Crime

Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

3.27. Uniform Commercial Code

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

3.28. Proprietary/Restrictive Specifications

Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

3.29. Payment Terms/Discounts

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

3.30. Price Redeterminations

1. **During the Renewal Term:** Petitions for price redeterminations must be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. **Outside the Renewal Term:** Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide

written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73 264.52

Current PPI is 264.52 -158.73

105.79

105.79 divided by 158.73 = .666%

The unit cost of the service is \$100.00

14% of \$100.00 = \$14.00

\$14.00 x .666 = \$9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

3.31. Purchasing Agreements With Other Governmental Agencies

All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

3.32. Quantities

Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. 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.

3.33. Price/Delivery

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made 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 will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

3.34. Bid Forms

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

3.35. Method of Ordering

The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

4. Additional Terms & Conditions - Maintenance Svcs.

4.1. DEFINITIONS/INTERPRETATIONS

Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance; Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by County's Representative of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Building Elements - An architectural, structural, electrical, mechanical or plumbing component of a building, facility, space, or site.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, of which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - The Agreement and those documents referenced in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof, who is currently and actively licensed by the State of Florida and who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

COUNTY - Seminole County, a political subdivision of the State of Florida; the Owner.

Date of Commencement of the Contract Time - The Begin Date given by the Purchase Order when the Contract Time commences to run.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the contract plans or specifications or does not meet the requirements of any inspection, code, reference standard, test or approval referred to in the Contract Documents or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day - January 1st

Martin Luther King's Birthday - Third Monday in January

Memorial Day - Last Monday in May

Independence Day - July 4th

Labor Day - First Monday in September

Veteran's Day - As Designated

Thanksgiving Day - Fourth Thursday in November

Day after Thanksgiving Day - Fourth Friday in November

Christmas Day December 25th

Laws and Regulations; Laws or Regulations - Laws, Rules, Codes, Regulations, Ordinances, and/or court or administrative orders of the federal, state and local governments.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Permits- An authoritative or official certificate of permission.

Progress Schedule - All documentation related to the planning, scheduling and implementation of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of the County who is assigned to the Project. The County's representative acting directly or through duly authorized representatives.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Sub-agreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with

part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof that has a Sub-agreement with another Subcontractor to perform any of the Work at the site.

Supplier - A manufacturer, fabricator, Supplier, distributor, material-man or vendor.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

4.2. PRELIMINARY MATTERS

Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

Commencement of the Contract Time; Purchase Order. The Contract Time will begin on the date indicated in the Purchase Order.

The CONTRACTOR shall start to perform the Work on the date indicated on the Purchase Order. Prior to the issuance of a Purchase Order, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, PROJECT MANAGER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Purchase Order.

Before Starting Work. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent information and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or PROJECT MANAGER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

Before commencement of the Work, CONTRACTOR shall submit to the PROJECT MANAGER for review a preliminary Progress Schedule indicating the starting and finishing dates of each Work activity, and a proposed schedule.

Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for a working understanding among the parties as to the Work.

Physical Conditions. The CONTRACTOR shall take the steps necessary to ascertain the nature and the location of the Work. The CONTRACTOR shall also determined for himself the existing physical conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon mobilization, demolition, transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power; (3) uncertainties of weather; (4) the conformation of surface and subsurface ground conditions; (5) the character and limitations of the equipment, machinery and existing physical conditions within the limits of construction or within the buildings that are utilized during the Work.

The CONTRACTOR shall employ only competent personnel and utilize only suitable equipment in performing the layout of the Work. Contractor shall not engage the services of any person or persons in the employ of the COUNTY for performance of the layout of the Work. Adequate field notes and records shall be kept on a daily basis as the layout work is accomplished. These field notes and records shall be available for review by the PROJECT MANAGER as the Work progresses and copies shall be furnished at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout work by the PROJECT MANAGER and the acceptance of all or any part thereof shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans/Specifications.

4.3. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means and methods, techniques, schedules, sequences and procedures of construction and for providing the required safety precautions, for coordinating all portions of the Work with all regulatory, jurisdictional and governmental authorities, for further coordination as required with commercial businesses, private residents and employees of the Owner and for enforcement of order and cooperation among the CONTRACTOR's employees and all of the Subcontractors and Suppliers. The CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents and its intent.

Personnel and Working Hours. CONTRACTOR shall at all times maintain good discipline and order at the site.

CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed according to the established Construction Schedule and within the Contract Time. Failure to fully man the Project with supervisory personnel, skilled workers or common laborers of which actions shall lead to a delay in the Work Schedule shall be cause for a claim for damages against CONTRACTOR or termination of CONTRACTOR by the Owner.

Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, all Work at the site shall be performed during normal working hours, unless

otherwise specified. Normal working hours shall be defined as period occurring between the hours beginning at **7:00 a.m.** and ending at **5:00 p.m.**, exclusive of Saturdays, Sundays, or Holidays.

Items of Material or Equipment. All Materials and Equipment shall be of good quality and new. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

Project is to be constructed with asbestos free materials.

Concerning Subcontractors - The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the County and any Subcontractor or any person except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee.

Patent Fees And Royalties - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits, fees, and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of public and private utility service companies for all required utility services that complete and accomplish the Work according to the Contract Documents. The CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

Laws and Regulations. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to PROJECT MANAGER, CONTRACTOR shall bear all costs arising therefrom.

CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

CONTRACTOR shall comply with all Federal, State, and Local laws, ordinances, codes, and regulations applying to the Work. The CONTRACTOR shall be solely responsible for bidding and constructing the Work per the current building codes as required by the Contract Documents and the construction practices normally applicable to each trade vendors or installer's trade.

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Use of Premises. The CONTRACTOR shall confine construction equipment, the storage of materials and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements or required by the Contract Documents or limited by the Owner. The CONTRACTOR shall not unreasonably encumber the premises with construction equipment or materials or other equipment. The CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. The CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Periodically, during construction, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises for disposal. At completion of the Work all tools, appliances, construction equipment and machinery, and surplus materials shall be removed by the Contractor and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition or better all property not designated for alteration by the Contract Documents, but, was impacted due to the construction operations and close proximity to the Project.

CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger human life or damage the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger human life or damage it.

Safety and Protection. CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as PROJECT MANAGER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of PROJECT MANAGER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

CONTRACTOR shall notify PROJECT MANAGER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the PROJECT MANAGER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to PROJECT MANAGER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by written Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Time.

Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

Responsibility for Coordinating and Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and

services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for and coordinated by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roadways, sidewalks, driveways, ditches, electrical, lighting, sanitary sewer, mechanical, fire suppression, water distribution, gas, plumbing, communications, data, phone, storm water, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

Storage of Materials. Materials shall be so stored as to insure the preservation of their quality, color, and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. Materials improperly stored may be rejected without testing. Materials or equipment shall not be stored under the canopy or within the 'drip line' of any trees without prior approval by the Project Manager.

The insurance, protection and security of stored materials shall be the sole responsibility of the CONTRACTOR. The COUNTY shall not be liable or at risk for any loss of materials due to theft, weather, negligence, nor for any damages to the stored materials.

Defective Materials. Materials which are or have been improperly stored. All such materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the PROJECT MANAGER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the PROJECT MANAGER made under the provisions of this Section, the PROJECT MANAGER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

CONTRACTOR's Responsibility for Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

Interferences. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with County employees, pedestrian/visitor traffic due to County business and vehicular traffic. The CONTRACTOR's vehicles, personnel, materials and equipment shall be operated in such a manner that they will not be a hazard or hindrance to daily operations and performance of County business.

Coordination with other Contractors. The CONTRACTOR shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in

accordance with the spirit of the Plans or Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

Final Cleaning Up of Job Site. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; CONTRACTOR shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

4.4. WORK BY OTHERS

Related Work At Site. COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let others direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Coordination with other contractors will be the sole responsibility of CONTRACTOR and neither COUNTY nor PROJECT MANAGER shall have any authority or responsibility with respect to such coordination.

Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension or adjustment in Contract Time and if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

Contract Time Coordination. CONTRACTOR shall give prompt written notice to COUNTY, PROJECT MANAGER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others.

When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to PROJECT MANAGER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

4.5. PROJECT MANAGER'S STATUS DURING CONSTRUCTION

COUNTY'S Representative. PROJECT MANAGER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and PROJECT MANAGER.

Visits to Site. PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of the Work to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Project Representation. COUNTY may designate another agent to represent COUNTY at the site who is not the PROJECT MANAGER or its agent or employee.

Duties, Responsibilities and Limitations of Authority of PROJECT MANAGER. The PROJECT MANAGER will perform the duties and responsibilities described herein. PROJECT MANAGER shall generally issue all communications to CONTRACTOR including but not limited to communications directed to CONTRACTOR from COUNTY. CONTRACTOR shall generally issue all communications to COUNTY through PROJECT MANAGER

PROJECT MANAGER will provide instructions on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared; prepare documents as required and review them with COUNTY, as applicable.

PROJECT MANAGER will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

PROJECT MANAGER will conduct general on-site observations of the Work in progress and will observe for non-conformance reports to determine if the Work is proceeding in accordance with the Contract Documents.

PROJECT MANAGER will notify CONTRACTOR of disapproval or rejection of defective Work and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

PROJECT MANAGER will accompany visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections.

PROJECT MANAGER will transmit to CONTRACTOR clarifications and interpretations as issued by the COUNTY.

PROJECT MANAGER will report promptly to COUNTY upon gaining knowledge of the occurrence of any accident at the site.

PROJECT MANAGER will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

PROJECT MANAGER will consult as appropriate with COUNTY's staff in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

PROJECT MANAGER will review and evaluate CONTRACTOR's Application for Payment and advise COUNTY staff accordingly.

PROJECT MANAGER will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise COUNTY staff accordingly.

PROJECT MANAGER will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to COUNTY concerning Acceptance.

During the course of the Work, the PROJECT MANAGER will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed.

Clarifications and Interpretations. PROJECT MANAGER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as PROJECT MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

Authorized Variations in Work. PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work. PROJECT MANAGER will have authority to disapprove or reject Work at any time during the construction of the Work, which PROJECT MANAGER believes to be Defective. PROJECT MANAGER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by PROJECT MANAGER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

Notice to Cure - If the County determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Purchasing and Contracts Division shall issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County shall take further action, up to and including Contract termination.

The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

4.6. CHANGE OF CONTRACT AMOUNT, DELAYS AND EXTENSION OF TIME

Contract Amount. The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County.

County Obligation. The County owes no duty, obligation, damages, change in Contract Amount, or liability to Contractor as a result of any delay, interference, suspension or other event which may impact Contractor's progress schedule of its contract.

Extension of Time Sole Remedy. Should Contractor's performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted, or be suspended in the commencement, prosecution or completion, for reasons beyond Contractor's control, and without any fault or negligence on its part contributing thereto, Contractor's sole remedy shall be an extension of Contract Time in which to complete the Contract.

Contract Time Extension. The County may grant an extension of Contract Time when a controlling item of work on the critical path of Contractor's progress schedule is delayed by factors not reasonably anticipated or foreseeable at the time of bid. Such time extension may be allowed only for delays occurring during the time for performance set forth in the progress schedule. Extensions of Contract Time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

4.7. SCHEDULES

Schedules. Project Schedule Definitions:

- A. **Work Activities** - The significant events of the Project. All significant work activities must be identified in sufficient detail to track work activity progress towards completion and consequentially, the completion of the Project.
- B. **Start Date and Finish Date** - The dates a work activity will begin and will be completed.
- C. **Duration** - The length of time it takes for a work activity to be completed, from Start Date to Finish Date.
- D. **Sequence** - The order in which a group of work activities must be completed. This includes work activities that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- E. **Critical Path** - The complete sequence of work activities whose accumulative duration determines the length of time needed to complete the entire Project from NTP to Final Completion.
- F. **Critical Path Items** - The work activities on the Critical Path.

- G. **Controlling Work Items** – Those activities that are either critical path or indirectly influences the critical path. Such as a controlling work item provided by the Owner.
- H. **Float Time** - The duration of a work activity that is not on the Critical Path which could be delayed without affecting the date of Substantial Completion. Time and conditions for Float Time shall be clearly established in the Contract Documents.

CONTRACTOR shall prepare and submit for COUNTY's review a time scaled Project Schedule with a Critical Path (CPM). The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work. The Project Schedule shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work activity. The Project Schedule shall show all of the Work activities to be completed and the accumulative duration of the Critical Path leading to each Substantial and Final Completion. Beginning with the Purchase Order and ending with the date of Final Completion, the duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement.

4.8. WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

Access to Work. COUNTY'S PROJECT MANAGER shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections. CONTRACTOR shall give PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by PROJECT MANAGER may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all related costs, schedule related activities at appropriate times, and furnish PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or PROJECT MANAGER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of material or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and PROJECT MANAGER.

Neither observations by PROJECT MANAGER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents and Building Code Requirements.

If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for PROJECT MANAGER's services and other related costs.

Final Inspection. Upon written notice from the Contractor that the Work is complete, including the "punch" listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

Final Inspection for Payment. After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment.

Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by PROJECT MANAGER, either corrects any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by PROJECT MANAGER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

Contractor's Continuing Obligation. The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

4.9. SUSPENSION OF WORK AND TERMINATION

The COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by PROJECT MANAGER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through PROJECT MANAGER or by COUNTY. This right of COUNTY to

stop the Work shall not give rise to any duty on the part of COUNTY or PROJECT MANAGER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of PROJECT MANAGER, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

4.10. MISCELLANEOUS

Giving Notice. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

Written notice to be delivered to COUNTY or PROJECT MANAGER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or PROJECT MANAGER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

No Conflict with Laws or Regulations. The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

5. Instructions for the Preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary.

Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

5.1. Type of Business*

- Corporation
- Joint Venture
- Partnership
- Proprietorship

*Response required

5.2. Type in your Legal Entity Name Here.*

This name will be verified against the Secretary of State website.

*Response required

5.3. Federal Employer ID Number (FEIN)*

*Response required

5.4. Incorporated in the State of _____.*

Ex.) Florida

*Response required

5.5. List of Principals*

*Response required

5.6. Upload evidence of authority to do business in the State of Florida.*

Acceptable form of evidence includes Secretary of State download, or Certificate of Status.

*Response required

5.7. Past Performance*

Vendor must submit a minimum of three (3) references of current clients; each reference must include client information, contact person, telephone number and current email address, and a brief summary of the contract awarded.

*Response required

5.8. Summary of Litigation*

*Response required

5.9. License Sanctions*

Regulatory/license agency sanctions within the past 5 years.

(If Proposer prefers to upload a file, upload in next question and enter "see file upload" in this field)

*Response required

5.10. License Sanctions

Regulatory/license agency sanctions within the past 5 years.

5.11. Conflict of Interest Statement*

I certify that I am an authorized representative (the Affiant) of my company (the Entity submitting this response) to sign and submit this statement on my company's behalf.

My company is submitting an Expression of Interest for the Seminole County project described as Wastewater Collection I&I- Smoke Testing.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in any other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, **state the individual(s) name(s)**, who is a member of the above-named entity's ownership or management, and is currently serving as a member, **and on which Seminole County advisory board(s) or committee(s)** they are currently serving as a member, in the following question.

Under penalties of perjury, I declare that I have read the foregoing **Conflict of Interest Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.12. [Conflict of Interest Statement Cont...](#)*

- A. Enter the name(s) of the individual(s) who is serving on a Seminole County advisory board(s) or committee(s).
- B. Enter the Seminole County advisory board(s) or committee(s) that the individual(s) is serving as a member.
 - If this is not applicable, type "N/A."

*Response required

5.13. [Compliance with the Public Records Law](#)*

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected separately, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County separately in the "**Confidential Files**" section if the information qualifies as "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material separately will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

- A. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- B. CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 1. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
 2. provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;

4. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

C. Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Under penalties of perjury, I declare that I have read the foregoing **Compliance with Public Records Law Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.14. [Confidential File\(s\)](#)

In compliance with Chapter 119, Florida Statutes, if Proposer must include confidential information that qualifies as "EXEMPT FROM PUBLIC RECORDS LAW" as part of their response to this RFP, it shall be uploaded here.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each.

5.15. [Worker's Compensation Compliance Certification*](#)

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

Under penalties of perjury, I declare that I have read the foregoing **Worker's Compensation Compliance Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

To comply with this requirement, the undersigned hereby certifies that:

- Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or
- Is exempt from the provisions of Chapter 440, Florida Statutes (reasons shall be stated in the following question).

*Response required

5.16. Worker's Compensation Compliance Certification Cont...*

If the undersigned is exempt from the provisions of Chapter 440, Florida Statutes, state the reasons here. If this is not applicable, type "N/A."

*Response required

5.17. W-9 Form*

Please upload your current W9 form here

*Response required

5.18. Drug Free Work Place*

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that their Company (entity submitting this response) does:

- A. 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.
- B. 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, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose 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 Chapter 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.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Under penalties of perjury, I declare that I have read the foregoing **Drug Free Work Place Form** and that the facts stated in it are true to the best of my knowledge and belief.

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

Please confirm

*Response required

5.19. Americans Disabilities Act Affidavit*

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

Under penalties of perjury, I declare that I have read the foregoing **Americans Disabilities Act Affidavit** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.20. Insurance Confirmation (for the Insurance Agency to complete)*

Proposer shall have their **Insurance Agency** complete this form. Once completed, Proposer shall submit it here.

- [INSURANCE_CONFIRMATION.docx](#)

*Response required

5.21. E-Verify*

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

- A. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

- B. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

Please download the below documents, complete, and upload.

- [E-Verify Affidavit2021.pdf](#)

*Response required

5.22. Foreign Country of Concern Attestation*

Per section 287.138, Florida Statutes, Seminole County is prohibited from accepting bids, proposals, replies, or from entering into contract with any entity that is owned or controlled by a government of a Foreign Country of Concern or that is organized under or has its principal place of business in a Foreign Country of Concern. This prohibition also extends to renewals of existing contracts. In compliance with section 287.138, all vendors must attest to the following:

- A. CONSULTANT/CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in its entity. Foreign Country of Concern include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

Under the penalties of perjury, I declare that I have read the foregoing **Foreign Country of Concern Attestation** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.23. Certification*

Pursuant to and in compliance with the Invitation to Bid, the undersigned Bidder agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Under penalties of perjury, I declare that I have read the foregoing **Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.24. Affidavit of Non-Coercion for Labor and Services*

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, attest under penalty of perjury that my company or organization does not use coercion for labor or services.
- B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing **Affidavit of Non-Coercion for Labor and Services** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

6. Pricing Proposal

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the IFB Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in the IFB documents.

PRICING PROPOSAL

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum		
2	Maintenance of Traffic (MOT)	1	Lump Sum		
3	Smoke Testing and Report Preparation	1	LF		
4	Seal Manhole Chimneys 24" and smaller	300	EA		
5	Seal Manhole Chimneys 25" and larger	500	EA		
6	Insert HDPE 25 1/2" and smaller dishes into Manholes	300	EA		

Line Item	Description	Quantity	Unit	Unit Cost	Total
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA		
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA		
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA		
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA		
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA		
12	LS Basin Report/Manhole Inspections	250,000	LF		
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250,000	LF		
TOTAL					

