



**ORLANDO UTILITIES COMMISSION**  
**PREFERRED CONTRACTOR NETWORK**  
**APPLICATION REQUIREMENTS**

**RFI No: 2571 OQ**

**COMMISSIONERS**

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**REQUEST FOR INFORMATION**

**ISSUED: N/A**

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THE FOLLOWING POLICY AND PROCEDURE REQUIREMENTS MAY BE FOUND ON THE ORLANDO UTILITIES COMMISSION'S WEBSITE [www.ouc.com](http://www.ouc.com) UNDER SUPPLIER INFORMATION:

- MINORITY AND WOMEN BUSINESS ENTERPRISE POLICY
- ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

## INSTRUCTIONS TO APPLICANTS

**A.1 GENERAL INFORMATION** – Applications will be received by the Orlando Utilities Commission, herein referred to as “OUC”, "Owner", and/or “Commission”, for equipment, materials, services and related work as set forth in the included specifications and documents.

### Applications will be received in the office of:

Donna D. Kinley  
Buyer/Planner  
Supply Chain Management Division  
5971 Pershing Avenue  
Orlando, Florida 32822

APPLICATION START DATE: N/A

APPLICATION END DATE: N/A

Applications may be submitted at any time after the start date of this Request for Information. All valid applications will be evaluated on a quarterly basis. Applications not meeting the requirements will be automatically rejected. The following items may cause an automatic rejection of the Application:

- Failure to submit a signed & notarized sworn statement on Public Entity Crimes Form
- Failure to submit a signed Declaration and Signature page

The Sealed envelope or other container containing the Application shall be marked at a minimum with the applicant's name, titled “PREFERRED CONTRACTOR NETWORK” and the RFI No. 2571 OQ. Sealed applications, which are sent through the mail or other such delivery service, shall be sent in such a manner as to allow the opening of the “Mailing Container” and still have intact the Sealed Application. On the Mailing Container the sender shall state the words “**SEALED APPLICATION IS ENCLOSED**” and if there is room, the RFI number.

If supplemental information is required, it shall be submitted in accordance with Article A.3.1. Any variations or exceptions shall be listed in accordance with the instructions given in Article A.3.1.

All applications shall be prepared and submitted with **ORIGINAL AND THREE (3) COPIES**, in accordance with these instructions and the letter transmitting these specifications and

documents. The Specifications/Scope of Work portion of this notice defines the scope to be included in the application. The application documents shall be bound together by some means such as binding, staples or a three ring binder.

**A.2 APPLICATION DOCUMENTS** – Prospective applicants who intend to make an application to the Owner will receive without charge one set of the specifications and documents for preparation of applications. Addenda documents will be issued only to prospective applicants.

**A.3 APPLICATIONS** – Applications shall be prepared in accordance with the requirements of these Instructions to applicants. Applications, which are not prepared in accordance with such instructions, will imply that the applicant does not intend to comply with all of the proposed contract conditions and such applications will be considered irregular and may be rejected.

**A.3.1 Preparation** – Each application shall be filled out completely using the application and application data forms. Entries on the application and application data forms shall be printed, typed, or legibly written in **blue** ink. All prices shall be stated in words and figures except where the forms provide for figures only.

Each applicant shall list in the space provided on the application form all exceptions or conflicts between their application and the specifications and documents. If more space is required for this listing, additional pages may be added. If the applicant takes no exceptions, they shall write "None" in the space provided. Applications, which do not comply with this requirement, will be considered irregular and may be rejected at the discretion of the Owner. In case of conflicts not stated as directed, the requirements of the specifications and documents shall govern.

All exceptions shall be specific in nature and referenced to the applicable article of the descriptive information as a whole, will not be acceptable.

The applicant shall acknowledge, in the space provided in the addendum form, receipt of each addendum issued for the specifications and documents during the bidding period.

The applicant shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe their application, and shall attach such supplemental information to the copies of the application documents submitted. The applicant shall also include any and all information they feel will help OUC make a responsible decision.

**A.3.2 Signatures** – Each applicant shall sign the application with their usual signature and shall give their full business address. The applicant's name stated on the application shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Applications by partnerships shall be signed with the partnership name followed by the signature and designation of a general partner or other authorized representative. If signed by other than a general partner, proof of the authority of the authorized representative shall be submitted therewith in a form satisfactory to the Owner.

Applications by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Bidding corporations shall designate the state in which they are incorporated, the address of their principal office, and the names and addresses of all resident agents authorized to receive service of process on behalf of the corporation.

**A.3.3 Submittal** – Applications shall be submitted in accordance with the instructions and schedule included in the letter transmitting these specifications and documents to the applicant.

**A.3.4 Withdrawal** – Applications may be withdrawn, altered, and resubmitted at any time before the time set for opening the applications. Applications may not be withdrawn, altered, or resubmitted.

**A.4 LOCAL CONDITIONS** – Each applicant shall thoroughly inform itself of all conditions and factors, which would affect the prosecution, and completion of such work.

It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every application submitted. No claims for financial adjustment to any contract awarded for any work will be permitted by the Owner, which are based on the lack of such prior information or its effect on the cost of the work.

**A.5 INTERPRETATION** – If any prospective applicant is in doubt as to the true meaning of any part of the application documents, then he may submit a written request (verbal requests will not be accepted) for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the application documents will be made only by addendum transmitted to each party receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the application documents.

**SUBMIT ALL QUESTIONS IN WRITING TO:**

**Donna D. Kinley, Buyer/Planner**

**Supply Chain Management Division**

**5971 Pershing Avenue**

**Orlando, Florida 32822**

**Reference: RFI No. 2571 OQ**

**Fax number: (407) 384-4141**

**Email address: bids@ouc.com**

**Each written request must reference PREFERRED CONTRACTOR NETWORK and RFI No. 2571 OQ and can be telefaxed or E-mailed to the attention of Donna D. Kinley at the telefax number or E-mail address listed above.**

Once clarified and/or answered, a response will be returned to the applicant with the original question via addendum.

It shall be the applicant's responsibility to advise the Owner, before the application opening date, of conflicting requirements or omissions of information, which require clarification. Those questions not resolved by addenda shall be listed in the space provided on the application form, together with statements of the basis upon which the application is made as affected by each question. Failure of the applicant to request such clarification will not relieve the applicant from any responsibility to perform under the terms of the contract awarded for the work and in accordance with subsequent interpretations of the contract documents by the Owner.

**A.6 COMPLIANCE FORMS**

**A.6.1 Public Entity Crimes** – Each applicant shall submit with their application an executed copy of the Sworn Statement under Section 287.133 (3) (a), FLORIDA STATUTES, on Public Entity Crimes, a copy of which is included in the Compliance Forms section. Applications received, which do not contain an executed copy of this Sworn Statement, will be rejected.

**A.6.2 Others** – Each applicant shall submit with its application an executed copy of any other forms found under the Compliance Forms section of the Application Specifications.

**A.7 ACCEPTANCE AND REJECTION OF APPLICATIONS** – The Owner reserves the right to accept the application which, in its judgment, is the lowest most responsive and responsible application; to reject any and all applications; and to waive irregularities and formalities in any application that is submitted.

Without limiting the generality of the foregoing, the Owner, may reject any applications which are incomplete, obscure or irregular, any applications which omit a bid on any one or more items for which bids are required, any applications which omit unit prices if unit prices are required, any applications in which unit prices are unbalanced in the opinion of the Owner, and any applications from applicants who have previously failed to satisfactorily complete contracts of any nature.

**A.8 MINORITY PARTICIPATION** – The Orlando Utilities Commission (“the Commission” or “OUC”) has adopted a Minority and Women Business Enterprise (“M/WBE”) Policy to encourage broad-based participation in all contracts with OUC. Any applicant submitting an application for a contract with OUC shall comply with this Policy or may be declared a non-responsive applicant. A copy of the “Minority and Women Business Enterprise Policy” can be found on the OUC web site ([www.ouc.com](http://www.ouc.com)), under Vendor information and OUC policies.

The Orlando Utilities Commission is an active member of the Florida Minority Supplier Development Council (FMSDC) and supports its efforts to increase minority utilization throughout the state of Florida. We presently have a position on the certification committee of this organization and approve of its certification processes. This process only certifies that the ethnicity that the applicant claims is true and that the person(s) actually operate a licensed business within the state. FMSDC has reciprocal relationships with other councils throughout the nation and may provide information on other firms as well.

Parties seeking to utilize certified MBE's are encouraged to contact FMSDC at 407-245-6062 or on-line at “fmsdc.org”.

**A.9 AWARD** – The Owner reserves the right to award single or multiple contracts for all application items, or to award separate contracts for single application items or any combination of such items.

**A.10 APPLICATION PRICING** – All prices shall be firm unless otherwise stated in the application.

**A.11 TAXES, PERMITS, AND LICENSES** – The applicant's attention is directed to the General Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the applicant's responsibility to determine the applicable taxes, permits, and licenses. If the applicant is in doubt as to whether or not a tax, permit, or license is applicable, they shall state in their application whether this item has been included in their bid price and the amount of the applicable tax, permit, or license in question.

**A.12 TIME OF COMPLETION** – Attention is called to the provisions of the attached General Conditions.

**A.13 COMPLETENESS OF APPLICATION**

**A.13.1** Applicants shall quote on all items on the bid application form if applicable. Failure to do so may result in the application being rejected as not responsive.

**A.13.2** When quotations on certain items are optional, applicants shall insert the words “no bid” in the space provided for any item for which no quotation is made.

**A.13.3** The application must be signed by an authorized agent or officer of the company or other legal entity.

**A.14 ALTERATIONS OF APPLICATION** – Except as otherwise provided herein, applications which are conditional in any way, or which contain erasures or interlineations not authenticated as provided herein, or any other modifications of the bid form will be rejected. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten initials of each person executing the bid.

**A.15 ERRORS IN APPLICATION** - Applicants or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting applications; failure to do so will be at the applicant’s own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of applicants. In case of error of extension of prices in the bid, the unit price shall govern.

**A.16 POSTPONEMENT OF OPENING** – The Owner reserves the right to postpone the Application Start and End dates.

**A.17 CANCELLATION** – In event that, prior to the issuance of a Purchase Order or Notice to Proceed, subsequent information indicates that such an award is not in the best interest of the Owner, the right is reserved to rescind said award without prior notice to applicants, and either award to another applicant or reject all applications.

**A.18 EXECUTION OF CONTRACT** – The successful applicants shall execute the necessary contractual forms entering into a contract with the Owner.

**A.19 APPLICATION EVALUATION** – The Owner will evaluate the applications looking at all the information provided by each of the applicants. Price may not be the sole factor. Besides price, the Owner may look at such things as applicant's experience, Owner’s experiences with applicants, applicant's backup plans, emergency response capability, cost saving applications, capabilities, proximity to Owner’s service territory, options and Quality Assurance Programs.

Upon evaluation of the applications, the Owner may, with the approval of the Commission, negotiate with the applicants having the most responsive and responsible application in the best interest of the Commission and complete final details as to equipment and prices. The negotiations will be conducted expeditiously and until agreement is reached or the negotiation fails to reach an agreement. If agreement

cannot be reached, the Commission may explore with other applicants, the next alternative in their best interest.

The Commission's decision shall be final and OUC reserves the right to:

1. Reject any or all applications or parts thereof
2. Issue subsequent Requests for Applications
3. Cancel the entire Request for Applications
4. Remedy technical errors in the Request for Applications
5. Negotiate with any, all, or none of the Applicants
6. Award a contract to one or more Applicant or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in applications

OUC reserves the right to consider historic information and fact, whether gained from the application, question and answer conferences, references, and/or other sources in the evaluation process.

OUC may conduct such investigations as the Commission deems necessary to assist in the evaluation of any application and to establish the responsibility, qualifications, and financial stability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the application documents to the Commission's satisfaction within the prescribed time.

The applicant is cautioned that it is their sole responsibility to submit information related to the evaluation categories and that OUC is under no obligation to solicit such information if it is not included with the application. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the application.

#### **A.19.1 Evaluation Criteria**

- Qualifications
- Profile and Capabilities
- Professional Experience
- Financial stability
- Proximity to OUC's service territory

**A.20 APPLICATION PREPARATION** – This Request for Application does not commit the Owner to pay any costs incurred in the preparation and submission of the application or to pay any other costs incurred prior to award.

# **SCOPE OF WORK**

## **General Information**

The Orlando Utilities Commission (OUC) is a municipally owned public utility with full authority to manage and control the electric and water systems for the City of Orlando and a portion of unincorporated Orange County, Florida to approximately 200,000 customers. The Commission also manages the electric system for the City of St. Cloud, Florida serving 28,000 customers.

OUC customers can contact customer service by phone, the internet, or walk-in centers. Over 35,000 calls are received on a monthly basis and an average of 730,000 individuals visit our website on an annual basis.

Incentive programs are available to our residential and commercial customers. For residential customers, OUC will rebate up to \$300 on the purchase of an energy-efficient heat pump, up to \$150 on repairs made to leaking ducts, and up to \$100 to upgrade existing attic insulation to R19 or more. Solar thermal and photovoltaic (PV) programs are also available to both residential and commercial customers where OUC will pay \$0.03 per equivalent water heating kwh and \$0.05 for each electric kwh generated. Net metering is also permitted for the solar PV program. OUC's incentive programs are subject to change at any time.

Residential customers can also request a free home energy audit or they can complete a free audit online. Commercial customers may also request a free energy audit.

## **Statement of Work**

OUC is looking for qualified Contractors for the disciplines listed below to participate in OUC's Preferred Contractor Network Services (PCN) program for OUC's residential and commercial customers. Contractors may provide services for one or more of the following disciplines:

- HVAC
- Electrical
- Plumbing
- Infrared Thermography: Ultrasonic Service
- Advanced Water Leak Detection
- Insulation
- Irrigation
- Solar Thermal Systems (Domestic Water and or Pool Heating)
- Solar Photovoltaic Systems (Electric Power)

OUC reserves the right to add or remove any discipline(s) at its own discretion. Customers will be referred to OUC's website for additional information about these services and for Contractors' contact information. The PCN Contractors will perform work under their respective discipline and comply with any applicable OUC customer incentive programs related to their discipline. Refer to OUC's website [www.ouc.com](http://www.ouc.com) for more information

regarding OUC's incentive programs. OUC reserves the right to request at any time for contractors to occasionally perform work for its customers on behalf of OUC; however, there is no guarantee that any work will be assigned or, if work is occasionally assigned, that the work will be evenly distributed to the contractors.

This Notice of Application Requirements has a defined start and end date and provides a basis for contractors to apply for participation in the Preferred Contractor Network at any time between the defined Application Start and End Dates. OUC reserves the right to limit the number of contractors per discipline at its own discretion.

**OUC makes no representations, warranty, or guarantees whatsoever as to the number of referrals or future work commitments that will be generated and/or secured by supplier as a result of participation in said program.**

### **Term of Agreement**

The term of this contract shall be for the duration specified in this Notice of Application Requirements RFI No. 2571 OQ, where the Application Start and End Dates are specified, with the option to extend the Application End Date for three (3) additional one (1) year periods.

### **Special Conditions**

- A. A one time non-refundable application fee of \$250 per discipline is required to participate in the PCN Program. Upon acceptance to the PCN program, OUC will invoice the respective contractor. If the Contractor fails to pay by the due date of such payment, OUC may resort to any available remedy at law or equity, including discontinuance of listing Contractor on OUC's PCN website and termination of this Agreement.
- B. Ability to service OUC's territory (customers), which includes the City of Orlando, a portion of unincorporated Orange County and the City of St. Cloud.
- C. The Contractor will contact the customer within one (1) business day after being solicited.
- D. A minimum of three (3) years experience as a Contractor related to the respective discipline of expertise is required.
- E. Contractor and/or subcontractor personnel who perform work in connection with this contract shall meet OUC's drug policy. A copy of OUC's drug policy can be found at [www.ouc.com](http://www.ouc.com) under "Supplier Information".
- F. Contractor and/or subcontractor personnel shall have state-wide criminal and employee background check procedures as part of their company policy.

- G. The Contractor shall have adequate means of communication necessary to perform all aspects of the program including:
- Office Phone
  - Cell Phone/Pager
  - After hours contact numbers
  - E-mail
  - Telefax (FAX)
- H. It is preferred that the Contractor shall have average annual revenue of \$500,000 for the previous three (3) year period. However, this will not exclude companies from consideration.
- I. The Contractor shall be licensed as required by the city, county, state and/or federal government to perform this type of work.
- J. Damage to facilities, equipment or property caused by the Contractor or any representative of the Contractor (including subcontractors) shall be the responsibility of the Contractor and shall be remedied by the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost of repair and/or shall replace any equipment of property damaged beyond reasonable repair.
- K. The Contractor shall comply with all local, state, and federal regulation; environmental or otherwise.
- L. The Contractor shall assign a "Point of Contact" from their office to coordinate all activities and/or concerns between the OUC and the Contractor.
- M. OUC reserves the right to obtain any documentation necessary to verify that the Contractor is meeting all requirements and specifications and to remove the name of the Contractor who fails to maintain compliance with all requirements.
- N. List the names of and provide references for all proposed subcontractors (this information may be included in the "Subcontractor Information" portion of the application). Responsibility for the performance of the contract remains with the Contractor exclusively.
- O. The Contractor shall furnish a copy of the insurance certificate for all insurance required in the General Conditions prior to starting any work and mail to: Orlando Utilities Commission, Attention: Steve Langley, Risk Management, Reliable Plaza 100 West Anderson Street, Orlando, Florida 32801. A copy shall also be included as indicated in the Submittal Format section of the application. Contractors shall be responsible for maintaining a current insurance certificate for all insurance required with OUC.

- P. Contractor's vehicles shall have their company logo displayed in a conspicuous location.
- Q. The Contractor agrees to perform services hereunder as an independent Contractor, with discretion in and control over the furnishing of such services provided. In no event shall any officer, agent, or employee of either party be deemed to be the officer, agent or employee of the other party. Contractor acknowledges that any agreements to perform work or work that is performed as a result of a referral from the PCN is strictly between the customer and Contractor. OUC is not a party to such agreement(s) and is not responsible for payment for any services, labor or materials that the Contractor provides to customers or any third-party as a result of a referral from the PCN Program. Contractor agrees to indemnify and hold harmless, OUC, its officers, directors and employees from and against any and all claims, damages, losses, and expenses, direct or indirect arising out of their participation in the PCN program and performance of work pursuant to said program.

### **Program Description**

OUC receives thousands of calls every year from customers with high bill complaints, leaks and many other service issues. OUC Energy Survey Specialists perform hundreds of audits each year and many times when a problem is found customers want to know which service repair professional to call. Customers tend to rely on OUC for guidance on selecting reputable service and repair professionals when faced with potential repairs. In response to these issues and inquiries OUC has developed a Preferred Contractor Network (PCN). The Preferred Contractor Network will allow OUC to offer guidance on selecting reputable service and repair professionals to its customers and citizens residing in Central Florida via the OUC website. The website is also referred by OUC's call center representatives and energy survey specialists. Customers may also use the Contractors participating in the Preferred Contractor Network to perform work that qualifies under an OUC Rebate or Conservation Program. The Rebate and Conservation Programs are listed on OUC's web site at [www.ouc.com](http://www.ouc.com).

The OUC Preferred Contractor Network is primarily a resource tool with the main focus of providing customers with information on potential installation and repair service professionals. The following list of products and services will be offered through the website:

- Contact data for listed professionals categorized by specialty.
- OUC's standards of conduct and codes of ethics for all Contractors.
- Selection of Contractors according to discipline by customers for quotation.
- A customer feedback mechanism via email.
- Customers that do not have internet access can call OUC to select a Contractor.

Contractors that fail to meet the OUC prescribed standards of business and code of ethics may be dropped from the network. All Contractors will be evaluated on an annual basis to determine continued participation in the program.

### **Standards of Conduct and Code of Ethics**

### Responsibility to Customers

Each Contractor on the network shall pursue the customer's legitimate needs and shall not place his/her own needs above those of the customer in providing services for that customer.

Each Contractor shall recommend and install the right equipment, which is sized correctly and will operate safely for the customer. Contractors must fully disclose any and all risks associated with the use of the equipment.

Each Contractor shall disclose their level of experience, equipment performance, operating and maintenance costs, and equipment quality in a forthright, non-deceptive manner.

Each Contractor shall follow-up with their customer in a timely manner to insure customer satisfaction.

Each Contractor shall provide prompt, courteous and reliable service to include the initial phone call, setting appointment times, and follow-up visits.

Each Contractor shall warrant their materials and workmanship pursuant to the PCN program to the extent that is customarily offered and extended by Contractor for the same or similar type services to any other customer in the regular course of business.

Each Contractor shall make every effort to resolve any disputes. If disputes cannot be resolved, the Contractor shall follow their prescribed procedure for dispute resolution.

### Responsibility to the Trade/Industry

Each Contractor shall work to improve their respective industry by:

- Supporting continuous training and skill building for all employees inclusive of the owners
- Keeping up with changes and advances in technology
- Reporting all non-licensed or non-permitted work
- Participating in related trade and industry associations

### Professionalism

Each Contractor in the network shall display the highest degree of professional behavior. Each Contractor shall be mindful of the trust placed in them by their customer, and shall respect that trust by:

- Providing customers with a clear written estimate of the cost of service before work begins.
- Not providing a final invoice until all work is satisfactorily completed.
- Keeping all customer data confidential.
- Conducting business in the appropriate dress and/or uniform.

- Conducting business with the appropriate equipment and tools.

### Responsibility to Community

Each Contractor on the network shall respect the community by obeying all civil laws and respecting the rights of others. Each Contractor shall act in an environmentally friendly manner, working to protect the internal environment of each customer and the surrounding community. Each Contractor shall comply with all health and safety standards, rules, regulations, and laws.

**COST PROPOSAL**

**RFI NO: 2571 OQ**

**COST PROPOSAL**

Line Item	Description/Discipline	Quantity	Hourly Rate	Unit Price
0001	HVAC	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____
0002	Electrical	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____
0003	Plumbing	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____
0004	Advanced Water Leak Detection	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____
0005	Insulation	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____
0006	Irrigation	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____
0007	Solar Thermal Systems	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____
0008	Solar Photovoltaic Systems	1	Master Journeyman Apprentice	\$ _____ \$ _____ \$ _____

All participants are asked to provide an hourly rate for each discipline they are interested in providing service for.

## SUBMITTAL FORMAT

Contractors interested in participating in the Preferred Contractor Network Services Program shall submit a detailed application to OUC.

Please indicate below the program(s) your firm will be submitting an application for and attach a list of services provided for each selection:

	<u>Residential</u>	<u>Commercial</u>
Electrical	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>
HVAC	<input type="checkbox"/>	<input type="checkbox"/>
Advanced Water Leak Detection	<input type="checkbox"/>	<input type="checkbox"/>
Insulation	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation	<input type="checkbox"/>	<input type="checkbox"/>
Solar Thermal Systems (Domestic Water and/or Pool Heating)	<input type="checkbox"/>	<input type="checkbox"/>
Solar Photovoltaic (Electric Power)	<input type="checkbox"/>	<input type="checkbox"/>
Solar Photovoltaic (greater than 25 KW)	<input type="checkbox"/>	<input type="checkbox"/>

## **SUBMITTAL FORMAT CONTINUED**

### **ATTACHMENT A: COMPLIANCE FORMS**

Declarations & Signatures  
Public Entity Crimes Statement (Notarized)  
Disputes Disclosure  
Acknowledgement of Addenda, (If Applicable)  
Subcontractor Information (If Applicable)  
Potential Cost Savings Alternative (If Applicable)  
Warranty Information (If Applicable)  
Exceptions Form

### **ATTACHMENT B: LICENSE/INSURANCE/FINANCIAL STATEMENT**

Copy of Company's Business License  
Copy of Insurance Certificate  
Financial Statement (Last two calendar years)

### **ATTACHMENT C: QUALIFICATIONS**

Statement of Qualifications of Company  
Professional Experience  
Professional Certifications  
References

### **ATTACHMENT D: COST PROPOSAL**

Cost Proposal

## Compliance Requirements

### Profile and Capabilities

Provide the following information:

1. Address of Local Servicing Office(s)
2. Address of all Other Office(s)
3. List Applicable Mailing/Billing Addresses
4. A Brief History of Your Company
5. Length of Time Company Has Done Business in Central Florida \_\_\_\_\_
6. Dunn & Bradstreet Number \_\_\_\_\_
7. Enclose a Copy of Previous and Current Yearly Financial Statements.
8. Annual Dollar Volume for the Last Three (3) Years \_\_\_\_\_
9. Affiliation      Union \_\_\_\_\_      Non-Union \_\_\_\_\_
10. Provide Certification Information for Each Discipline Applicable
11. Indicate:
  - OSHA Incidence Rate for the Last 3 Years
  - OSHA Frequency Rate for the Last 3 Years  
(Number of Lost Time Cases x 200,000/Total Man-hours)
  - OSHA Severity Rate for the Last 3 Years  
(Number of Lost Work Days x 200,000/Total Man-hours)
12. Does your firm have a written Quality Assurance/Control Program? Provide an outline and list any reference projects where it was successfully implemented.
13. Does your firm have a written Safety Program? Provide an outline and list any reference projects where it was successfully implemented.
14. Provide a copy of your statewide criminal and employee background check procedures
15. Provide proof of equipment, fleet of service vehicles (owned or leased) to provide services for each discipline applicable.
16. Response Time:

- A. What is your firm's average time to contact a customer after receipt of a call?
  - B. What is your firm's average turnaround time after you have made contact with the customer?
17. Describe your firm's feedback process for your customers.
  18. Provide a copy of your firms' resolution process.
  19. Is your firm currently participating in a conservation program with other utilities? If yes, provide a brief description of the program.
  20. List of community service recognition or awards your firm has received.

### References

Contractors shall provide five (5) references for residential service and five (5) references for commercial services (a total of ten (10) references) to include the following information:

- Name of Customer / Business
- List of services provided
- Address
- Contact person
- Contact person phone number
- Dates/duration of services
- Description of Project

### Professional Experience

Provide a list of personnel who will coordinate with OUC to provide the services described herein, Include:

- Employee's name
- Title
- Qualifications
- Experience
- Years of service with firm
- Years of experience
- Professional certifications

# PREFERRED CONTRACTOR NETWORK

RFI No. 2571 OQ

## EXCEPTIONS

The undersigned applicant, having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Application.

The undersigned hereby declares that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the applicant's application non-responsive.

Please check one:

None

Exceptions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

**SUBCONTRACTOR INFORMATION**

(If applicable)

Below or on an attached sheet, list your proposed subcontractors for this project. If you are not sure of the subcontractor’s identity at the time of the bid, state which portion of the project you will be subcontracting. Also by each contractor state if they are a Minority or Women owned business.

**ADDENDA**

The undersigned applicant acknowledges receipt of the following Addenda, which have been considered in preparing this Application.

Number \_\_\_\_\_

Dated \_\_\_\_\_

Number \_\_\_\_\_

Dated \_\_\_\_\_

Number \_\_\_\_\_

Dated \_\_\_\_\_

Number \_\_\_\_\_

Dated \_\_\_\_\_

## AGREEMENTS

**The undersigned applicant by signing this application hereby acknowledges and certifies:**

- A. Receipt in its entirety of the Specifications and Contract Documents in addition to all drawings, details and other attachments as delineated in the Bid Specifications Table of Contents.
- B. They are fully informed in respect to the preparation and contents of this application and all pertinent circumstances respecting this application.
- C. The Application is genuine and is not a collusive or sham Application
- D. That neither the Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Application in connection with the work for which this Application has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Application or of any other Proposer, or to fix any overhead, profit, or cost elements of the Application price or the Application price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- E. The price or prices quoted in this application are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Company or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.
- F. That the Company agrees to obtain prior to award, if selected, Worker's Compensation, General Liability, and other insurance requirements in accordance to the requirements as set forth in Request for Application or Agreement, attached hereto.

Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "FSC VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- G. That the Company agrees that it as well as its subcontractors has a Drug-Free Workplace Program and said program complies with the requirements of Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).

In addition, all Subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Abuse Policy for Safety Sensitive Positions. A copy of the Commission's Alcohol and Controlled Substance Abuse Policy is available on the OUC website, [www.ouc.com](http://www.ouc.com). To view the policy select "Supplier Information", then "OUC Policies"

The Contractor's employees as well as its subcontractor employee are further prohibited from being under the influence or impairment of alcohol on Commission property or work sites or at any time or place while conducting business with or on behalf of the Commission.

- H. That only one submittal for the above project is being submitted and that the named entity has no financial interest in other entities submitting applications for the same project.
- I. That neither the Affiant nor the 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.
- J. That neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
- K. That neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- L. That no member of the entity's ownership, management, or staff has a vested interest in any aspect of the Orlando Utilities Commission.
- M. That no member of the entity's ownership or management is presently applying for an employee position or actively seeking an appointment within the Orlando Utilities Commission.
- N. That in the event that a conflict of interest is identified in the provision of services, the signatory, on behalf of the above named entity, will immediately notify the Orlando Utilities Commission in writing.

## DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Application as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Application or in the contract to be entered into; that this Application is made without connection with any other person, company, or parties likewise submitting a bid or application; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Applicant

\_\_\_\_\_

By \_\_\_\_\_  
Signature Printed or Typed Name

Title \_\_\_\_\_

Complete Business Address of Applicant

\_\_\_\_\_  
\_\_\_\_\_

State of Incorporation

\_\_\_\_\_

Complete Address of Principal Office

\_\_\_\_\_

Name, address, and telephone number of person to contact regarding this application. Include both mailing and street addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
E-Mail \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_  
(Type of identification)

Notary Public State of \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Printed, typed or stamped signature commissioned name of Notary Public)

**ATTACHMENT A**  
**COMPLIANCE FORMS**

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_

[name of applicant or Contractor] is \_\_\_\_\_.

2. My relationship to \_\_\_\_\_ [name of

applicant or Contractor] is \_\_\_\_\_ [relationship

such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity

under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the applicant or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the applicant or Contractor nor any affiliate of the applicant or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

**[Draw a line through paragraph 6 if paragraph 7 below applies.]**

7. There has been a conviction of a public entity crime by the applicant or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the applicant or Contractor who is active in the management of the applicant or Contractor or an affiliate of the applicant or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearings is attached to this statement.

**[Draw a line through paragraph 7 if paragraph 6 above applies.]**

\_\_\_\_\_  
Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(affix seal)  
Notary Public

\_\_\_\_\_  
My commission expires

**DISPUTES DISCLOSURE**

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES       NO

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES       NO

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES       NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

\_\_\_\_\_  
**Firm**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Officer Title**

\_\_\_\_\_  
**Printed or Typed Name**

# **GENERAL CONDITIONS**

**Orlando Utilities Commission  
General Conditions for Services**

GC.1. **INDEPENDENT SUPPLIER.** The relation of the Supplier to the Owner shall be that of an independent Supplier.

GC.2. **PROTECTION OF PROPERTY AND PUBLIC LIABILITY.** The Supplier shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other Suppliers or subSuppliers, and all public and private property including structures, sewers, and utilities, above and below ground.

GC.3. **LAWS AND REGULATIONS.** The Supplier shall observe and comply with all ordinances, laws, codes and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claim or liability arising from or based on any violation of the same. Supplier shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services.

GC.4. **TAXES AND PERMITS.** The Supplier shall pay all sales, use, and other taxes that are lawfully assessed against the Owner or Supplier in connection with the work included in this contract and shall obtain and pay for all licenses and inspections required for the work.

GC.5. **PATENTS.** Royalties and fees for patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the work, shall be included in the contract amount. The Supplier will satisfy all demands that may be made any time for such royalties or fees and he shall be liable for any damages or claims for patent infringement. The Supplier shall, at his own expense, defend all suits or proceedings that may be instituted against the Owner for infringement or alleged infringement of any patents involved in the work and, in case of an award of damages, the Supplier shall pay such award. Final payment to the Supplier by the Owner will not be made while any suit or claim remains unsettled. The Supplier, however, will not be held liable for the defense of any suit or other proceeding not for the payment of any damages or other costs for the infringement of any patented process required by the contract documents; except if the Supplier has information that the process so required is an infringement of a patent, the Supplier shall be liable for any damages or claims in connection therewith unless he promptly notifies the Owner of such infringement.

GC.6. **INSURANCE.** The Supplier shall acquire and maintain for the life of this Contract (at the Supplier's expense) a minimum of the following insurance:

<u>Coverage</u>	<u>Limits</u>
➤ Workers' Compensation and	Statutory
➤ Employers' Liability	\$100,000/each person
➤ Commercial General Liability (Bodily Injury & Property Damage)	\$2,000,000 combined single limit
➤ Automobile Liability (Bodily Injury & Property Damage)	\$1,000,000 combined single limit

Commercial General Liability Insurance shall include coverage for all the Supplier's contractual liability under this Contract. The Supplier's insurance shall include OUC as an additional insured with respect to the activities of the Supplier arising out of this Contract. Contractor shall furnish OUC with certificates of insurance as evidence that the policies required under the Purchase Order is in full force and effect.

**GC.7. CLAIMS FOR LABOR AND MATERIALS.** The Supplier shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this contract. When requested by the Owner, the Supplier shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Supplier which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

Before final acceptance of the work by the Owner, the Supplier shall submit to the Owner in duplicate a notarized affidavit stating that all subSuppliers, vendors, persons or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the Surety shall also be submitted consenting to the making of the final payment (when a Performance Bond is provided).

**GC.8. PAYMENT.** The work will be paid for by the Owner as per the requirements of the purchase order.

**GC.9. RELEASE OF LIABILITY.** The acceptance by the Supplier of the last payment shall be a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

**GC.10 INDEMNIFICATION.** For the amount stipulated in the Proposal and other valuable consideration which is included in the bid prices, one percent (1%) which is acknowledged by the Supplier as specific consideration for the indemnification's set forth in this Contract, the Supplier shall defend, indemnify, and hold harmless the Commission, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from the performance of the work by the Supplier, any subSupplier, Supplier, and any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligence, active or passive, or omission of a party indemnified hereunder or whether liability is imposed upon such indemnified party by law or regulation.

**GC.11. ASSIGNMENT AND SUBLETTING OF CONTRACT.** The Supplier shall not assign or sublet the work, or any part thereof, without the previous written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless by and with the like consent of the Owner to be signified in like manner.

**GC.12. GOVERNING LAWS.** This contract is governed exclusively under the laws of the State of Florida.

GC.13. **MINORITY PARTICIPATION.** The Orlando Utilities Commission ("the Commission" or "OUC") has adopted a Minority and Women Business Enterprise ("M/WBE") Policy to encourage broad-based participation in all contracts with OUC. Any bidder submitting a bid for a contract with OUC shall comply with this Policy or may be declared a non-responsive bidder.

Owner shall require its vendors who wish to bid on work/services for Owner which are placed for bid to adhere to this Policy and the requirements set forth herein. **A copy of this Policy is available upon request.**

GC 14. **DRUG FREE WORKPLACE.** OUC rules on maintaining a drug-free workplace shall be strictly followed and enforced by Supplier with respect to all of its employees and none of Supplier's employees, agents, or representatives shall be permitted to use non-prescription drugs or alcohol at any OUC Facility. A copy of OUC's drug policy can be found at [www.ouc.com](http://www.ouc.com) under "Supplier Information."

GC.15 **TERMINATION FOR DEFAULT.** If the work to be done under this Contract is abandoned by the Supplier; or if this Contract is assigned by him without the written consent of the Owner; or if the Supplier is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Supplier or any of his property; or if he fails to properly manage the work; or if he persistently refuses or fails to supply enough properly skilled workmen or proper material; or if he fails to make prompt payment to subSuppliers for material or labor; if the performance of the work under this Contract is being unnecessarily delayed; the Supplier is violating any of the conditions of this Contract; he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Supplier of said Owner's intention to terminate this Contract. Unless within 5 days after the serving of such notice an arrangement satisfactory to the Owner is made for continuance of this Contract the Owner may, at its option, terminate this Contract. The Owner may further pursue any rights or remedies to which it may be entitled at law or in equity.

If, after termination pursuant to this article, it is determined for any reason that the Supplier was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article GC.16, **TERMINATION FOR CONVENIENCE.**

GC.16 **TERMINATION FOR CONVENIENCE.** The Owner may terminate performance of work under this Contract in whole or in part if the Owner or Engineer determines that a termination is in the Owner's interest. The Owner will deliver to the Supplier a Notice of Termination specifying the extent of termination and the effective date.

GC.17 **INSPECTION, ACCEPTANCE OR REJECTION, AND EXPEDITING.** All goods and services shall be subject to the Owner's inspection at any time. The Owner may accept or reject any or all goods and services within a reasonable time after receipt by the Owner. The making or failure to make any inspection of, or payment for or acceptance of the goods and services shall in no way impair the Owner's right to reject or revoke its acceptance or nonconforming good and services, or to avail itself of any other remedies to which the Owner may be entitled, notwithstanding the Owner's knowledge of the nonconformity, its substantiality or ease of discovery.

GC.18 **WARRANTY.** The Supplier warrants that all the goods and services furnished hereunder shall be produced and furnished in compliance with all applicable federal state and local laws, orders and regulations. The Owner shall have the benefit of all warranties implied at law, and all express warranties made by the Supplier. Unless others specified herein, the Supplier shall obtain all permits necessary for performance under this Purchase Order. Supplier warrants that the Services performed hereunder will reflect competent professional knowledge and judgment.

GC.19 **ENTIRE AGREEMENT.** This Purchase Order, including these General Conditions, any Specifications, and any additional terms and conditions incorporated into and attached hereto or reference herein, constitute the sole and entire agreement between the parties. Unless expressly accepted by the Owner in writing, no other terms and conditions in conflict with, or in addition to, those stated herein, shall be binding on the Owner.

GC.20. **ACCEPTANCE OF PURCHASE ORDER** The Supplier shall manifest acceptance of this Purchase Order by executing the enclosed Acknowledgement and returning it to the Owner by fax within fifteen (15) days of the "Purchase Order Date" noted on the front of the Purchase Order. Start of work within fifteen (15) days of the "Purchase Order Date" shall constitute acceptance of this Purchase Order and satisfy this requirement.

GC.21 **HAZARDOUS MATERIALS.** Any Hazardous Material associated with this contract shall be used, kept, stored and disposed of by Supplier in a manner that complies with all federal, state and local laws or regulations applicable to any Hazardous Material.

GC.22 **REGULATORY COMPLIANCE.** Contractor warrants that it shall comply, when applicable, with all federal, state and local laws and regulations including but not limited to the following:

- (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §9601, et seq. (hereinafter collectively "CERCLA");
- (b) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA") and subsequent Hazardous and Solid Waste Amendments of 1984, also known as the 1984 "RCRA" amendments, 42 U. S.C. §6901 et seq.;
- (c) Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq.;
- (d) Hazardous Material Transportation Act, 49 U.S.C. §1801, et seq.;
- (e) Any other federal, state or local law, regulation, ordinance or order pertaining to the environment not included above.

GC. 23. **SEVERABILITY.** Should any provisions of the Purchase Order, or parts thereof, be held invalid such provisions, or parts thereof shall be considered severable and such invalidity shall not affect the remainder of the Purchase Order.