AMENDMENT NUMBER 2
CONTRACT Y14-1034B, PRESSURE CLEANING AND PAINTING

Effective date: November 1, 2016

1. In accordance with Special Terms and Conditions 19. Option to Extend the Term of the Contract, the County exercise Option Year 2 by extending the term of the contract as follows:

From: November 1, 2015 through October 31, 2016
To: November 1, 2016 through October 31, 2017

2. Option Year 2 pricing is in effect.

3. All other Terms and Conditions, specifications and prices remain unchanged.

Board of County Commissioners
Orange County, FL

[Signature]
Melisa Rivera, CPPB
Sr. Purchasing Agent, Procurement Division

[Date]
11/16/16
AMENDMENT NUMBER 1

CONTRACT Y14-1034B, PRESSURE CLEANING AND PAINTING

Effective date: November 1, 2015

A. In accordance with Special Terms and Conditions 19. Option to Extend the Term of the Contract, the County exercises Option Year 1 by extending the term of the contract as follows:

From: November 1, 2014 through October 31, 2015

To: November 1, 2015 through October 31, 2016

B. Option Year 1 pricing is in effect.

C. All other Terms and Conditions and the Scope of Services remain unchanged.

Board of County Commissioners
Orange County, FL

[Signature]
James E. Schell, Jr., C.P.M. CPPB, FCPA
Senior Purchasing Agent

11-2-2015
Date
TERM CONTRACT NO. Y14-1034B
PRESSURE CLEANING AND PAINTING

TO: Picasso Painting Contracting, Inc.
    12279 Bohannon Blvd.
    Orlando, FL 32824

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

TERMS AND CONDITIONS

1. Acceptance:

   This contract is our acceptance of your offer in response to our Invitation for Bids No. Y14-1034-JS, PRESSURE CLEANING AND PAINTING - Term Contract, and is subject to all terms and conditions therein.

2. Term of Contract:

   A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.

   B. This contract is effective November 1, 2014, and shall remain in effect through October 31, 2015. The estimated contract award for this period is $65,000.00.

   C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.

   D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.
3. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

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

   Orange County Public Works Fiscal Services  
   4200 S. John Young Parkway, 2nd Floor  
   Orlando, Fl. 32839  
   Phone (407) 836-7721

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

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

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

BY:  

[Signature]

James E. Schell Jr., C.P.M., CPPB, FCPA  
Procurement Division

DATE: 10-31-2014
INVITATION FOR BIDS #Y14-1034-JS

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

PRESSURE CLEANING AND PAINTING
TERM CONTRACT

Sealed bid offers in an original and three (3) copies for furnishing the above will be accepted up to 2:00 PM (local time), Thursday, April 3, 2014, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

http://apps.ocfl.net/orangebids/bidopen.asp

A Non-Mandatory Pre-Bid Conference will be held on Thursday, March 20, 2014 at 2:30PM located at the Orange County Public Works Complex, 4200 S. John Young Parkway, Orlando, FL 32839, Conference Room 317. Attendance is not mandatory but is encouraged.

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jim Schell, Senior Purchasing Agent at Jim.Schell@ocfl.net.
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1. GENERAL INFORMATION

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

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

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

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

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

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

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

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.
For information concerning this bid, please contact the Procurement Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. **FEDERAL AND STATE TAX**

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

3. **ACCEPTANCE/REJECTION/CANCELLATION**

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

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

4. **NO BID**

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

5. **CONFLICT OF INTEREST**

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

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

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

7. **MISTAKES**

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

8. **AVAILABILITY OF FUNDS**

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

9. **EEO STATEMENT**

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

Further, the Contractor shall abide by the following provisions:
A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

C. The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

10. **BID TABULATION AND RESULTS**

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

11. **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.

12. **FLORIDA PREFERENCE**

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

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

13. **RECI PROCAL PREFERENCE**

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

The recommended award will be posted for review by interested parties at the Procurement Division and at http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- Orange County Lobbyist Regulations General Information
  http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf

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

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

- Orange County Protest Procedures
  http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf

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

15. BID AND RELATED COSTS

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

16. CONTRACTUAL AGREEMENT

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

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

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

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

18. DRUG-FREE WORKPLACE FORM

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

19. SUBCONTRACTING

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

20. CONFLICT OF INTEREST FORM

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

21. ETHICS COMPLIANCE

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

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

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

### 22. SUBMISSION OF BID

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

**ORANGE COUNTY PROCUREMENT DIVISION**
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

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

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

### 23. COPIES

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

### 24. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

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

26. **PAYMENT TERMS/DISCOUNTS**

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

27. **PATENTS AND ROYALTIES**

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

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

28. **INDEMNIFICATION**

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

29. **CLARIFICATIONS**

It is the Bidder’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder’s must contact the Procurement Division, at the phone number on the bid cover sheet prior to bid opening, should clarification be required.
Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

30. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

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

31. **SUCCESSIONS AND ASSIGNS**

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

32. **PRICING/AUDIT**

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

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

34. **TOBACCO FREE CAMPUS**

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

35. **CONTRACT CLAIMS**

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

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

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

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

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

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

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

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

37. **CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. Proposers must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
SPECIAL TERMS AND CONDITIONS

1. NON-MANDATORY PRE-BID CONFERENCE

All interested parties are invited to attend a Non-Mandatory Pre-bid Conference on Thursday, March 20, 2014 at 2:30PM located at the Orange County Public Works Complex, 4200 S. John Young Parkway, Orlando, FL 32839, Conference Room 317.

At this time, the County’s representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible addendums to the Invitation for Bids.

2. QUALIFICATION OF BIDDERS

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

A. List a brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the attached reference sheets.

B. List of equipment available to do the work.

C. List of personnel contemplated to perform the work. Include the names, telephone numbers and cell phone numbers of the primary and secondary contact persons who will be responsible for the work performed under the contract.

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

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

3. LICENSES AND PERMITS

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

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

5. **AWARD**

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

6. **POST AWARD MEETING**

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

7. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than two (2) calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

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

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

8. **LIQUIDATED DAMAGES**

Should the Contractor fail to complete the required services within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of $200.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.
9. **TERMINATION**

A. **Termination for Default:**

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

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

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

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

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.
If the Contractor’s failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

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

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Any item delivered under a contract resulting from this bid shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
11. CODES AND REGULATIONS

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

12. PAYMENT

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

Orange County Public Works Fiscal Services
4200 S. John Young Parkway, 2nd Floor
Orlando, Fl. 32839
Phone (407) 836-7721

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

13. DEBRIS

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

14. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

   o Occupational Safety and Health Act (OSHA)
   o National Institute for Occupational Safety & Health (NIOSH)
The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:


15. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

A. Workers’ Compensation - The Contractor shall maintain coverage for its employees with statutory workers’ compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers’ Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Florida Statute 440 shall be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).

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

C. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

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

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

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

**Any request for an exception to these insurance requirements shall be submitted in writing to the County for approval.**

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Attn: Procurement Division  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801

16. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**

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

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

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

A. Description of services to be performed.

B. Time of Performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

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

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

18. **EVALUATION OF OPTIONS**

The County shall evaluate bids for award purposes by adding the total price for all options to the total price of the base period. However, the evaluation of options shall not obligate the County to exercise the option(s).

19. **OPTION TO EXTEND THE TERM OF THE CONTRACT**

The County may unilaterally extend the term of this contract by written notice to the Contractor at least ninety (90) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Bid Response Form. All other terms and conditions of the contract shall apply to the option periods.

The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

20. **INTERIM EXTENSION OF PERFORMANCE**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.
21. **CONTRACT TERM/RENEWAL**

The contract resulting from this solicitation shall extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the Bid Proposal Form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County’s discretion. Refer to the clauses entitles “Option to Extend the Term of the Contract” and “Interim Extension of Performance”.

22. **METHOD OF ORDERING**

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

23. **REFERENCES**

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

24. **POINT OF CONTACT**

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

25. **REQUIREMENTS CONTRACT**

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

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

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

DESCRIPTION

Contractor shall pressure clean and paint bridges, screen walls or other concrete/metal structures in various locations within unincorporated Orange County. The Contractor shall provide all labor, materials, and all incidentals needed to complete each project. The unit price bid shall include all labor, materials, maintenance of traffic, mobilization and any incidentals needed to complete the work as specified.

The Contractor shall take all necessary steps to protect the environment and motoring public from any and all pollutants and/or deleterious materials caused by their operation.

All locations shall be pressure cleaned before any primer or paint is applied. All locations shall have one coat of primer and a surface coat of paint applied by either rolling or spraying. The primer and paint shall be certified for use on concrete/metal structures and the color shall be as specified.

GENERAL PROVISIONS

1. All work under this contract will be under the supervision of the Manager of the Orange County Roads and Drainage Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205.

2. The Contractor shall coordinate with the County's Representative, who will perform inspections for the County and verify that the work has been completed in accordance with scope of services as scheduled and resolve problems that may arise.

3. The Contractor shall verify quality control for this project to the County’s Representative as directed.

4. The Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.’s most current editions of “Roadway and Traffic Design Standards” for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) “Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways”. These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County’s Representative for approval, two working days prior to starting work. IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.’S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES.

5. THE USE OF PUBLIC ROADS AND STREETS BY THE CONTRACTOR SHALL PROVIDE A MINIMUM INCONVENIENCE TO THE PUBLIC AND TRAFFIC.
6. The Contractor shall comply with the most current edition of the F.D.O.T Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.

7. **Prior to starting operations under this contact, a mandatory Pre-Work Conference will be conducted by the County’s Representative to ensure understanding and cooperation of all parties.**

8. No work shall begin until Delivery Orders have been issued to the Contractor. The time frame for completion of project released under this contract shall be mutually agreed upon between the Contractor and the County's Representative. However, the Contractor shall keep in mind that time is of the essence while performing operations under this contract.

   A Delivery Order will be issued for each project. The Delivery Order will contain the mutually agreed start and completion dates. **If a project is not completed by the completion date (adjusted for County authorized delays such as adverse weather conditions) and/or the Contractor does not correct any deficiency within two days after notification by the County, liquidated damages in the amount of two hundred ($200.00) dollars will begin one day after the specified completion date and continue each calendar day thereafter until the project is completed.**

   All work performed, unless authorized by the County's Representative, shall take place between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. No work shall be performed on Saturdays, Sundays or Federal, State, and County holidays, unless authorized by the County's Representative. If the Contractor desires to work on Saturdays, Sundays or official County holidays (New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day) they shall obtain pre-approval from the Manager, Roads & Drainage Division.

9. The County’s Representative will be entitled at all times to be advised, at their request, as to the status and details of work being completed by the Contractor in the format required. The Contractor shall maintain coordination with the County’s Representative at all times. Either party may request and be granted a conference upon request in a timely manner. **The Contractor shall inform the County’s Representative daily as to the locations to be worked and the areas completed the previous day.**

10. **The Contractor shall submit a work schedule prior to beginning any work ordered. The work schedule shall contain the location of work each day. The Contractor shall consult with the County’s Representative prior to any schedule variance.**
The notification shall occur the day before the day of the scheduled variance and must be agreed to by the County’s Representative.

11. Due to congested traffic or adverse weather conditions, the Contractor may be required to remove their operation from the right-of-way and County property at the discretion of the County’s Representative. If the Contractor is required to remove their operation due to congested traffic or adverse weather conditions, less than five (5) hours worked shall constitute one-half (1/2) a working day and five (5) or more hours worked shall constitute one (1) working day. The County’s Representative will determine and authorize such award after the Contractor makes a written application for this.

12. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall ensure that the finished work complies accurately with the scope of services.

13. The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the scope of services. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foremen and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers.

The Contractor shall designate a competent Contractor’s Representative who shall not be replaced without written notice to the County’s Representative at least twenty-four (24) hours before or after the incident. The Contractor’s Representative shall be present at job sites and have the authority to act on behalf of the Contractor. All communications given to the Contractor’s Representative shall be as binding as if given to the Contractor.

14. Any deficiencies not addressed by the Contractor by the time required under this contract shall be ground to deny payment for the location affected. The County reserves the rights to deny payment for the whole area if one or more of the items listed above are found deficient and not corrected, as specified.
PRESSURE CLEANING

The Contractor shall kill and remove all mildew/mold with an adequate solution (i.e., bleach and water) at specific locations identified in the work document. There shall be no direct discharge to any surface waters when using any bleach solution. The Contractor shall maintain records indicating the time, date and location of all pressure washing activities and these records shall be made available to the County upon request. All products used for removing graffiti and cleaning shall be a commercial product designed for this purpose and shall be approved by the County. Products shall be applied in accordance with the manufacturer’s written recommendations. A copy of the manufacturer's printed instructions shall be made available to the County’s Representative by the Contractor. Material Safety Data Sheets for all products used shall be furnished to the County’s Representative by the Contractor.

The pressure washing equipment shall be capable of at least 2500 psi. All loose impediments, including paint shall be removed, resulting in a surface that is suitable for paint application. The application and removal products and equipment shall be used in a way that prevents an environmental nuisance, personal injury and damage to adjacent structures or property. Cleaning methods shall not in any way harm the work area or objects therein.

PAINTING

The Contractor shall apply a primer coat as a base prior to the finish coat of paint. The Contractor shall apply a finish coat of paint in a neat and uniform manner to the structure and sufficient to cover all graffiti markings in the location identified in the work document. The application of coatings shall be done in a way that prevents an environmental nuisance, personal injury and damage to adjacent structures or property. The Contractor shall color match all new paint to existing field coloring so as to have a resulting blend of colors pleasing to the eye and acceptable to the County.

Products shall be compatible with the existing paint coatings at the worksite and shall be applied in accordance to the manufacturer’s written recommendations. A copy of the manufacturer’s printed instructions shall be made available to the County’s Representative by the Contractor. Material Safety Data Sheets for all products shall be furnished to the County’s representative by the Contractor.

DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in the Manufacturer’s original, unopened packages and containers bearing Manufacturer’s name and label and the following information:

- Product name or title of material
- Product description (generic classification or binder type)
- Manufacturer’s stock number and date of manufacture
- Contents by volume, for pigment and vehicle constituents
- Thinning instructions
6. Application instructions
7. Color name and number

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C) maintain containers used in storage in a clean condition, free of foreign materials and residue.

**JOB CONDITIONS**

A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C).

B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C).

C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.

**MANUFACTURERS**

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include the following:

1. Benjamin Moore and Co. (Moore)
2. PPG Industries, Pittsburgh Paints (PPG)
3. Pratt and Lambert (P&L)
4. Porter Paints (PP)
5. Tnemec Coatings (TN)

**PAINT MATERIALS GENERAL**

A. Material Compatibility: Provide primers, finish coat materials and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.

B. Material Quality: Provide the manufacturer’s best-quality trade sale paint material of the various coating types as specified. Paint material containers not displaying manufacturer’s product identification will not be acceptable.

C. Colors: Match colors indicated by reference to the manufacturer’s full range of color designations.

D. Colors: Provide color selections made by the Architect from the manufacturer’s full range of colors.
PRIMERS

Provide the manufacturer’s recommended factory-formulated primers that are compatible with the substrate and finish coats indicated.

EXTERIOR FINISH PAINT MATERIAL

A. Finish Paint: Provide the manufacturer’s recommended factory-formulated finish coat materials that are compatible with the substrate and undercoats indicated.

B. Available Products: Subject to compliance with requirements, finish coat materials that may be incorporated in the work include, but are not limited to the following:

   2. PPG: 72 Line Sun-Proof Acrylic Latex House Paint.

Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOC’s) is required.

Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint shall be clean and thoroughly dry before paint is applied.
The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

### BASE YEAR

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<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED COST</th>
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</table>

**TOTAL BID BASE YEAR (FOB DESTINATION)**

### OPTION YEAR ONE

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pressure Cleaning, as specified</td>
<td>$0.05</td>
<td>500,000 sq. ft.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Painting, as specified</td>
<td>$0.40</td>
<td>100,000 sq. ft.</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BID OPTION YEAR ONE (FOB DESTINATION)**

### OPTION YEAR TWO

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pressure Cleaning, as specified</td>
<td>$0.06</td>
<td>500,000 sq. ft.</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Painting, as specified</td>
<td>$0.45</td>
<td>100,000 sq. ft.</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BID OPTION YEAR TWO (FOB DESTINATION)**

**TOTAL BID BASE YEAR, OPTION YEARS ONE AND TWO**

$205,000.00

*PICASSO PAINTING INC*

Company Name
AUTHORIZED SIGNATORIES/NEGOTIATORS

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone Number/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hristos Tsironis</td>
<td>President</td>
<td>407 247-3404 <a href="mailto:ctsironis@cfl.rr.com">ctsironis@cfl.rr.com</a></td>
</tr>
<tr>
<td>Christopher Tsironis</td>
<td>V-President</td>
<td>407 404-4079 <a href="mailto:ctsironis@cfl.rr.com">ctsironis@cfl.rr.com</a></td>
</tr>
</tbody>
</table>

(Signature)  
(Date)

President

(Title)

Picasso Painting Contracting, Inc.

(Name of Business)

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

Type of Organization

_____ Sole Proprietorship  _____ Partnership  _____ Non-Profit

_____ Joint Venture  __x__ Corporation

State of Incorporation: FLORIDA

Principal Place of Business (Florida Statute Chapter 607): ORLANDO/ORANGE/FLORIDA

City/County/State

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

Federal I.D. number is 13-4269522

Page 32
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: PICASSO PAINTING CONTRACTING, INC.

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

TIN#: 13-4269522          D-U-N-S® # 051685589

12279 BOHANNON BLVD. ORLANDO FL 32824
(Street No. or P.O. Box Number)  (Street Name)  (City)

ORANGE ORLANDO 32824
(County) (State) (Zip Code)

Contact Person: HRISTOS TSIRONIS

Phone Number: 407 247-3404          Fax Number: 407 855-3596

Email Address: ctsironis@cfl.rr.com

EMERGENCY CONTACT

Emergency Contact Person: CHRISTOPHER TSIRONIS

Telephone Number: 407 404-4079          Cell Phone Number: 407 404-4079

Residence Telephone Number: 407 404-4079

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No._____  Date__________  Addendum No._____  Date__________
Addendum No._____  Date__________  Addendum No._____  Date__________
<table>
<thead>
<tr>
<th>Percent of Contract Amount to be Subcontracted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Work to be Performed</td>
</tr>
<tr>
<td>Address</td>
</tr>
</tbody>
</table>

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

Company Name: Picasso Painting
DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that PICASSO PAINTING CONTRACTING, INC., does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

[Signature]

Bidder's Signature

4/3 2014

Date
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

Picasso Painting Contracting, Inc.

COMPANY NAME

Christopher Tsironis

AUTHORIZED SIGNATURE

Christopher Tsironis

NAME (PRINT OR TYPE)

Vice-President

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.
<table>
<thead>
<tr>
<th></th>
<th>Company Name</th>
<th>Contact</th>
<th>Address</th>
<th>Telephone Number</th>
<th>Date Performed/Dollar Amount</th>
<th>Contract Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Orlando Mast Arm Painting</td>
<td>Eddie Atkins <a href="mailto:eddieatkins@cityoforlando.net">eddieatkins@cityoforlando.net</a></td>
<td>1214 S. Westmoreland Ave.</td>
<td>(407) 246-2617</td>
<td>2008-Present</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>2</td>
<td>City of Orlando Painting of Lymmo Stations</td>
<td>Bob Fish <a href="mailto:bobfish@cityoforlando.net">bobfish@cityoforlando.net</a></td>
<td>400 S. Orange Avenue</td>
<td>(321) 231-3741</td>
<td>2005-2006</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Orange County Government</td>
<td>Gus Rodriguez <a href="mailto:grodriguez@ocfl.net">grodriguez@ocfl.net</a></td>
<td>400 E. South Street</td>
<td>(407) 836-7483</td>
<td>2011-Present</td>
<td>$700,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Seminole County Painting of County Buildings</td>
<td>Dennis Brown</td>
<td>205 W. County Home Road</td>
<td>407 665-5282</td>
<td>2005-2008</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Orlando Housing Authority</td>
<td>Monty Stinson <a href="mailto:monty.stinson@orl-oha.org">monty.stinson@orl-oha.org</a></td>
<td>390 N. Bumby Ave.</td>
<td>407 895-3300 X3100</td>
<td>2003-Present</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Orlando Utilities Commission</td>
<td>Lee Sams <a href="mailto:lsams@ouc.com">lsams@ouc.com</a></td>
<td>6025 Pershing Avenue</td>
<td>(407) 434-4032</td>
<td>2011-Present</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>
E VERIFICATION CERTIFICATION

Contract No. Y14-1034-JS

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under Contract No. Y14-1034-JS, PRESSURE CLEANING AND PAINTING, within the state of Florida.

NAME OF CONTRACTOR: PICASSO PAINTING CONTRACTING, INC.

ADDRESS OF CONTRACTOR: 12279 BOHANNON BLVD.

ORLANDO, FL 32824

AUTHORIZED SIGNATURE: 

TITLE: PRES'

DATE: 4/3 2014
RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY PROPOSER

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

PICASSO PAINTING CONTRACTING, INC.

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

12279 BOHANNON BLVD. ORLANDO, FL 32824

Business Phone: (407) 247-3404

Facsimile: (407) 855-3596

INFORMATION ON PROPOSER’S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Applicant’s Authorized Agent:

NONE

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

Business Phone: ( )

Facsimile: ( )
Part II

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

___ YES  x___ NO

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

___ YES  x___ NO

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

___ YES  x___ NO

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

________________________________________________________________________

________________________________________________________________________

(Use additional sheets of paper if necessary)
Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

[Hristos Tsironis] 4/13/2014
Signature of Bidder

Printed Name and Title of Person completing this form:

Hristos Tsironis President

STATE OF __________:

County of __________:

I certify that the foregoing instrument was acknowledged before me this __________ day of __________, 2014 by __________________. He/she is personally known to me or has produced __________________ as identification and did did not take an oath.

Witness my hand and official seal in the county and state stated above on the __________ day of __________, in the year __________.

Beverly Arnett
My Commission # EE 145319
Expires: March 10, 2016
Notary Public for the State of Florida

[Stamp: Notary Public]

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.
WHAT IS THE RELATIONSHIP DISCLOSURE FORM?
The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County’s Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant’s item.

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

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

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?
The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?
Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner’s authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any
national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

**DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**
Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

**WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**
For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

**WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**
In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

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

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?
The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant’s project or item.

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

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

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

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

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

Part I

Please complete all of the following:
Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): ______

PICASSO PAINTING CONTRACTING, INC. 12279 BOHANNON BLVD. ORLANDO

Name and Address of Principal's Authorized Agent, if applicable: ______
NOT APPLICABLE

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

1. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: ______
   Are they registered Lobbyist? Yes ___ or No ___

Page 1
Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

4/3 2014
Date

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

Printed Name and Title of Person completing this form:

Hristos Tsiroinis | President

STATE OF Florida:
COUNTY OF Orange:

I certify that the foregoing instrument was acknowledged before me this 3rd day of April, 2014 by Hristos Tsiroinis. He/she is personally known to me or has produced _____________ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3rd day of April, 2014, in the year _________.

Beverly Arnett
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 3-10-16

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.
Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" does not include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.

<table>
<thead>
<tr>
<th>Date of Expenditure</th>
<th>Name of Party Incurring Expenditure</th>
<th>Description of Activity</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NO LOBBYISTS ARE RETAINED BY PICASSO PAINTING</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL EXPENDED THIS REPORT</td>
<td>$</td>
</tr>
</tbody>
</table>
WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?
A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

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

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

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

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

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

Lobbying means seeking “to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC].” and “include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic.” (See Section 2-351, Orange County Code.) Furthermore, lobbying means communicating “directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee.” (See Section 2-351, Orange County Code.) Lobbying also
means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) Lobbying does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

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

**DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

**WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

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

**WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.
CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

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

I/We, (Print Bidder name) Picasso Painting Contracting, Do hereby authorize (print agent's name), NOT APPLICABLE, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE)__________________________, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signed:

[Signature of Bidder]

Date:

[4/3/2014]

STATE OF Florida:

COUNTY OF Orange:

I certify that the foregoing instrument was acknowledged before me this 3rd day of April, 2014 by Hristos Tsironis. He/she is personally known to me or has produced __________________________ as identification and did did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3rd day of April, in the year 2014.

Signature of Notary Public

[Signature]

Notary Public for the State of Florida

My Commission Expires: 3-10-16

(Notary Seal)
EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company:  

Workers' Compensation Carrier:  

A.M. Best Rating of Carrier:  

Inception Date of Leasing Arrangement:  

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

Name of Contractor:  

Signature of Owner/Officer:  

Title:  

Date: 4/3 2014
**EXHIBIT B**

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</td>
</tr>
<tr>
<td>YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;</td>
</tr>
<tr>
<td>AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;</td>
</tr>
<tr>
<td>STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;</td>
</tr>
<tr>
<td>ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS;</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.
POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</td>
</tr>
<tr>
<td>ATTN: PROCUREMENT DIVISION</td>
</tr>
<tr>
<td>400 E. SOUTH STREET, 2ND FLOOR</td>
</tr>
<tr>
<td>ORLANDO, FL 32801</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of you ongoing operations; or

B. In connection with your premises owned by or rented to you.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801


©NCCI Holdings, Inc.
EXHIBIT E

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL  32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.