

Issue Date: April 7, 2015

**INVITATION FOR BIDS #Y15-1047-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:

**EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE FIELD SERVICES  
DIVISION  
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), Tuesday, April 28, 2015**, 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>

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](mailto:Jim.Schell@ocfl.net).

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## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and 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 their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no 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 is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

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

**2. QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Jim.Schell@ocfl.net, no later than 5:00 PM Wednesday, April 15, 2015 to the attention of Jim Schell, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

**3. FEDERAL AND STATE TAX**

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

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

**4. ACCEPTANCE/REJECTION/CANCELLATION**

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

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

**5. NO BID**

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

**6. 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.

**7. LEGAL REQUIREMENTS**

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

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

B. 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 Black, Hispanic, Women, Native American, 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.

**8. MISTAKES**

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

**9. AVAILABILITY OF FUNDS**

The obligations of 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.

**10. EEO STATEMENT**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, 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.

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

**11. BID TABULATION AND RESULTS**

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

**12. 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.

**13. FLORIDA PREFERENCE**

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida

and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said 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.

#### **14. RECIPROCAL PREFERENCE**

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such 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.

#### **15. POSTING OF RECOMMENDED AWARD AND PROTESTS**

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

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

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

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

The 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/VendorServices/VendorProtestProcedures.aspx>

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

**16. 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.

**17. CONTRACTUAL AGREEMENT**

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

**18. PUBLIC ENTITY CRIME**

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](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.

**19. DRUG-FREE WORKPLACE FORM**

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



**20. SUBCONTRACTING**

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

**21. CONFLICT OF INTEREST FORM**

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

**22. ETHICS COMPLIANCE**

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

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

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

**23. 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.

**24. 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.

**25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES**

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

**26. ASSISTANCE WITH SCOPE OF WORK/SERVICES**

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

**27. PAYMENT TERMS/DISCOUNTS**

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

**28. 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.

**29. 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.

**30. CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for 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.

**31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- 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.

**32. SUCCESSORS AND ASSIGNS**

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

**33. 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 services 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 services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

**34. EMPLOYEES OF THE CONTRACTOR**

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

**35. TOBACCO FREE CAMPUS**

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

**36. CONTRACT CLAIMS**

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

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

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

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

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

**37. 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 all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

**38. 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 Invitation for Bids and the responses thereto are in the public domain. Bidders 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**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

## **SPECIAL TERMS AND CONDITIONS**

### **1. INSPECTION OF FACILITIES/AREAS**

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedules may be secured from the list of County contact names and telephone numbers for each location as found in Attachment A to this Invitation for Bids. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

### **2. QUALIFICATION OF BIDDERS**

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

- A. List a brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the reference sheets. Bidder shall attest, in writing on company letterhead, that the company has performed this type of work for a minimum of five (5) years. Of the three (3) references submitted, one (1) existing contract shall have a minimum of seventy-five (75) generators and two (2) existing contracts shall have a minimum of fifty (50) generators each. All contracted units per reference shall be greater than 50 KW output rating.
- B. Complete equipment list of all equipment available to do the work, i.e. trucks/service vehicles, testing equipment, etc.
- C. Complete personnel list, to include name, title, and technical training certifications qualifying them to perform specified work.
- D. Submit with bid two (2) copies of generator inspection, condition and report sheets currently in use. One (1) copy shall be blank and the second copy shall be a filed in sample copy (example) to include any recommended corrective actions to be taken.
- E. Submit with bid, evidence in the form of a letter or other document, which clearly shows an agreement between the bidder and properly licensed and insured hazardous materials disposal services/facility able to dispose of used/contaminated lubricants, filters other hazardous waste which may be by products of work performed under the awarded contract in accordance with all federal, state and local laws, regulations and ordinances.

**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 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 all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division 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. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

**5. AWARD**

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

**6. PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be per Scope of Services 2. Schedule. Upon issuance of a Delivery Order, the Contractor shall coordinate his performance under the Delivery Order with the contact person or his designee per Attachment A

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 Manager, Procurement Division in writing of the cause(s) of the delay.

**7. 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 services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. Perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

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

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

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

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 services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

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

**9. SAFETY REGULATIONS**

Equipment shall meet all State and Federal safety regulations.

**10. CODES AND REGULATIONS**

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

**11. PAYMENT**

Partial payments for the value of services rendered 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 services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities Department  
Field Services Division  
8100 Presidents Drive  
Orlando, FL 32809  
Phone 407-836-6845

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.

**12. DEBRIS**

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

**13. SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

## 14. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

- 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 \$1,000,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The 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 \$1,000,000 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.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Contractor 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 agrees to 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 agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any operations/services provided under this contract the 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 endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Contractor shall notify the County not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

## **15. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

**16. PRICE ESCALATION/DE-ESCALATION (CPI)**

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

The original contract prices shall be firm for the entirety of the initial three (3) year contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

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

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

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

**CPI-U Calculation Example:**

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

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

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

**17. 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 services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**18. BID PREFERENCE**

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

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



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

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

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

**19. CHANGES - SERVICE CONTRACTS**

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

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

If additional work or other changes are required in the areas described above, a price proposal 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 their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**20. METHOD OF ORDERING**

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

**21. ATTACHMENTS**

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

A. Master Generator List

**22. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**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 contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

**24. VISUAL INSPECTION**

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

**25. REQUIREMENTS CONTRACT**

This is a Requirements Contract and the County's intent is to order from the Contractor all of the services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of 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 services from another source.

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

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

## **SCOPE OF SERVICES**

### **1. General**

- A. The Contractor shall maintain equipment in accordance with the manufacturer's technical data (including tolerances, calibrations, and or specifications) and industry standards.
- B. All replacement parts or materials shall meet or exceed the manufacturer's specifications and, when possible, shall be O.E.M. parts and materials.
- C. All work shall conform to the latest NEMA Standards and NFPA Sections 70 and 100. The Contractor shall ensure compliance with Orange County Utility's Spill Prevention Control and Countermeasure Plan, all applicable Florida Department of Environmental Protection, and Environmental Protection Agency statutes.
- D. The Contractor shall properly dispose of used and contaminated lubricants and filters. The Contractor shall provide to Orange County a copy of a standard form of transportation manifest showing that all used/contaminated lubricants and filters are being properly handled and disposed of.
- E. Reference Attachment "A" for the inspection and maintenance schedule and listing of emergency generators to be included under the contract.

### **2. Schedule**

- A. The Contractor shall perform the required inspections and maintenance service per Orange County's schedule. This schedule is subject to change based on Orange County's needs. The annual schedule will be developed with the Contractor and Orange County Utility's Section contact person and is subject to change.
- B. The Contractor shall provide feedback reports on all maintenance activity performed as well as any and all discrepancies found during the service on each generator set. These reports shall be delivered to Orange County Utility's section contact person within five (5) working days after completion of service.

### **3. Inspection and Maintenance Scope of Service**

#### **A. Lubrication System**

- 1. Obtain crank case oil sample for analysis.
- 2. Have an analysis run on crank case oil and supply a written report on conditions to Orange County's contact person. Analysis shall meet or exceed ASTM (American Society for Testing and Materials) analysis standard(s) for product.
- 3. Check for oil leaks.

4. Change lube oil filter(s) and gasket(s).
5. Change lube oil.
6. Check condition of lube oil hoses and connections.

B. Fuel System

1. Change oil in governor.
2. Change fuel filter(s).
3. Check condition of all fuel hoses and connections.
4. A fuel sample shall be taken and sent to an approved laboratory for industry accepted analysis. Results shall be sent to the Orange County Utility's section contact or designees for potential action as required. Analysis shall meet or exceed ASTM (American Society for Testing and Materials) analysis standard(s) for product.
5. If the fuel recycling option is selected, recycle all fuel in the generator fuel tank. Recycling process shall remove 99% or greater of all water and solids greater than five (5) microns. Check all day tank pumps for proper fuel flow and adjustments.
6. Regardless if the fuel recycling option is selected, after fuel recycling, a fuel treatment/stabilizer shall be added to each fuel tank. The treatment will prevent algae growth, be a moisture inhibitor, and provide fuel stabilization for this type of product. The amount of treatment/stabilizer shall be proportionate with fuel level in tank.
7. After all generators are serviced and based on units that had the fuel recycling option selected, Orange County Utility's designated contact person will issue a written list to the Contractor of ten (10) units that will have fuel samples drawn and analyzed. Analysis will determine any and all contaminants and product quality. An independent laboratory not affiliated with the Contractor shall perform the analysis. All fuel analysis reports shall be presented to Orange County for evaluation. Should **ANY** fuel analysis report on the ten (10) random samples indicate substandard fuel quality, the Contractor, at no additional cost to Orange County, shall repeat the recycling process on that unit or replace the contents of that fuel system. After the second recycling process or fuel replacement, sampling shall take place on that unit as previously specified. In the event that the second recycling effort fails to yield an acceptable analysis of the fuel, the fuel shall be replaced at no cost to Orange County. **ALL** generator fuel systems shall have samples drawn and analyzed per aforementioned specification. Any substandard analysis of fuel systems sampled shall be handled as mentioned previously.

### C. Cooling System

1. If the antifreeze recycling option is selected, flush entire cooling system using an industry approved flush designated for this purpose.
2. Replace coolant/antifreeze. The replacement process shall be performed using an industry-accepted method for this type of activity.
3. After replacement, coolant shall be adjusted to proper system levels and achieve a fifty (50) % mixture, thus achieving recommended manufacturer product protection.
4. An approved Hazardous Material Transporter shall do all coolant/antifreeze removal from the work site. A Certified Manifest by a Hazardous Material Transporter shall be provided to the Orange County contact person.
5. Check conditions of all belts and adjust as required.
6. Check condition of all hoses. Adjust fasteners/clamps as required.
7. Check coolant antifreeze system for leaks.
8. Replace water filter (s) and check DCA level concentrations. Adjust level as required to maintain normal concentrations.
9. After all generators are serviced and based on units that had the antifreeze recycling option selected, Orange County Utility's designated contact person will issue a written list to the Contractor of ten (10) units that will have antifreeze samples drawn and analyzed. Analysis shall meet or exceed ASTM (American Society for Testing and Materials) analysis standard(s) for product and will determine any and all contaminants. An independent laboratory not affiliated with the Contractor shall perform the analysis. All coolant/antifreeze analysis reports shall be presented to Orange County contact person for evaluation. Should ANY coolant/antifreeze analysis report on the ten (10) random samples indicate substandard quality, the Contractor, at no additional cost to Orange County, shall replace the contents of that coolant/antifreeze system again. After the second coolant/anti-freeze replacement, a re-sampling will take place on that unit as previously specified. In the event that the second recycling effort fails to yield an acceptable analysis of the coolant/antifreeze, the process of replacing the coolant/antifreeze with new shall occur at no cost to Orange County.

### D. Air System

1. Check and clean air cleaner (dry type). Change oil and clean air cleaner (liquid type).

2. Check air hoses and connections. Torque connections as required per industry standards.
3. Check turbocharger clearance, as applicable.
4. Replace all air filters on each unit. All replaced filters shall be disposed of in an industry accepted manner.

E. Electrical System

1. Check battery(s) fluid levels. Adjust to proper levels as required to meet manufacturer's standards.
2. Check battery specific gravity.
3. Check battery charger for proper operation.
4. Check battery connections. Clean, tighten, and lubricate as required.
5. Lubricate generator, starter/cranking motor.

F. Transfer Switch

1. Inspect to assure all supply and load lines are tight.
2. Check for proper mechanical operation of the transfer mechanism.
3. Inspect all exposed contacts and report on condition.

G. Engine Test-No Load

1. Start the engine and check operation of unit. Adjust R.P.M. as required.
2. Observe oil pressure and record.

H. Exhaust System

1. Check exhaust system for damage, leaks and faults.

I. Engine Safety Controls

1. Check operation of all safety controls.
2. Record over speed stop, oil pressure, and water temperature.

4. Load Testing (optional)
  - A. Three (3) hours total load test
    1. One (1) hour at 30% of KW rating
    2. One (1) hour at 50% of KW rating
    3. One (1) hour at 75% of KW rating
    4. Submit results of load test



**BID RESPONSE FORM  
IFB #Y15-1047-JS**

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

**LOT 1 – GENERATOR ANNUAL INSPECTION/MAINTENANCE (as specified)**

<b><u>Item No.</u></b>	<b><u>Unit No.</u></b>	<b><u>Make</u></b>	<b><u>Model</u></b>	<b><u>KW</u></b>	<b><u>Annual Maint. Cost</u></b>	<b><u>X 3 years</u></b>	<b><u>Total Bid</u></b>
1.	6	Caterpillar	3412/SR4	500	\$_____	X 3 years	\$_____
2.	10	Onan	300DFCB	300	\$_____	X 3 years	\$_____
3.	16	DMT	150JDB	150	\$_____	X 3 years	\$_____
4.	17	Caterpillar	3508/SR4	900	\$_____	X 3 years	\$_____
5.	18	Caterpillar	3408/SR4	400	\$_____	X 3 years	\$_____
6.	21	Caterpillar	3508/SR4	900	\$_____	X 3 years	\$_____
7.	23	Caterpillar	3408/SR4	400	\$_____	X 3 years	\$_____
8.	27	Onan	100.0DYC-15R	100	\$_____	X 3 years	\$_____
9.	29	Cummins	MG1-2284	125	\$_____	X 3 years	\$_____

\_\_\_\_\_  
Company Name

<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
10.	30	Caterpillar	3406/SR4	300	\$_____	X 3 years	\$_____
11.	33	Onan	175DGCB	175	\$_____	X 3 years	\$_____
12.	36	Kohler	135ROXJ	135	\$_____	X 3 years	\$_____
13.	37	Caterpillar	3408/SR4	400	\$_____	X 3 years	\$_____
14.	39	Caterpillar	3306/SR4	250	\$_____	X 3 years	\$_____
15.	40	Caterpillar	3406/SR4	300	\$_____	X 3 years	\$_____
16.	41	Caterpillar	3412/SR4	500	\$_____	X 3 years	\$_____
17.	42	Cummins	317A-SE0100	100	\$_____	X 3 years	\$_____
18.	43	Kohler	100ROZ71	100	\$_____	X 3 years	\$_____
19.	46	DMT	150JDB	150	\$_____	X 3 years	\$_____
20.	47	Olympian	97A-00821-S	125	\$_____	X 3 years	\$_____
21.	48	Generac	98A-03241-S	200	\$_____	X 3 years	\$_____
22.	49	Cummins	431RSL2006A	150	\$_____	X 3 years	\$_____
23.	50	Olympian	97A—01884-S	50	\$_____	X 3 years	\$_____
24.	51	Onan	100DGDB	100	\$_____	X 3 years	\$_____

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Company Name

<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
25.	52	Onan	80DGDA	80	\$_____	X 3 years	\$_____
26.	53	Caterpillar	3412/SR4	500	\$_____	X 3 years	\$_____
27.	54	Olympian	D100P1	100	\$_____	X 3 years	\$_____
28.	56	Onan	500DFED	250	\$_____	X 3 years	\$_____
29.	57	Caterpillar	SR4B	250	\$_____	X 3 years	\$_____
30.	58	Kohler	200REOZJB	200	\$_____	X 3 years	\$_____
31.	59	Onan	DGFA5628855	150	\$_____	X 3 years	\$_____
32.	60	Caterpillar	SR4B	300	\$_____	X 3 years	\$_____
33.	61	Onan	DFAC4491736	250	\$_____	X 3 years	\$_____
34.	62	Caterpillar	SR1B	313	\$_____	X 3 years	\$_____
35.	63	Generac	2747230100	100	\$_____	X 3 years	\$_____
36.	64	Generac	2747230100	100	\$_____	X 3 years	\$_____
37.	65	Magnetek	100RD	100	\$_____	X 3 years	\$_____
38.	66	Cummins	250FDAC	250	\$_____	X 3 years	\$_____
39.	68	Onan	DFEC5006548	450	\$_____	X 3 years	\$_____
40.	69	Cummins	431RSL2006A	150	\$_____	X 3 years	\$_____

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Company Name

<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
41.	70	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
42.	71	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
43.	72	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
44.	73	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
45.	74	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
46.	75	Cummins	DGDA5602654	80	\$_____	X 3 years	\$_____
47.	76	Cummins	DGDK5623170	125	\$_____	X 3 years	\$_____
48.	77	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
49.	78	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
50.	79	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
51.	80	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
52.	81	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
53.	82	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
54.	83	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
55.	84	Katolite	D105FJ4	105	\$_____	X 3 years	\$_____
56.	85	Baldor	TS80T	65	\$_____	X 3 years	\$_____

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Company Name

<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
57.	86	Baldor	TS80T	65	\$_____	X 3 years	\$_____
58.	87	Baldor	TS80T	65	\$_____	X 3 years	\$_____
59.	88	Baldor	TS80T	105	\$_____	X 3 years	\$_____
60.	89	Baldor	TS80T	65	\$_____	X 3 years	\$_____
61.	90	Baldor	TS80T	65	\$_____	X 3 years	\$_____
62.	91	Baldor	TS80T	65	\$_____	X 3 years	\$_____
63.	92	Baldor	TS80T	65	\$_____	X 3 years	\$_____
64.	93	Baldor	TS80T	65	\$_____	X 3 years	\$_____
65.	94	Baldor	TS80T	65	\$_____	X 3 years	\$_____
66.	95	Baldor	TS80T	65	\$_____	X 3 years	\$_____
67.	96	Baldor	TS80T	65	\$_____	X 3 years	\$_____
68.	97	Baldor	TS80T	65	\$_____	X 3 years	\$_____
69.	98	Baldor	TS80T	65	\$_____	X 3 years	\$_____
70.	99	Baldor	TS80T	65	\$_____	X 3 years	\$_____
71.	100	Baldor	TS80T	65	\$_____	X 3 years	\$_____
72.	101	Baldor	TS80T	65	\$_____	X 3 years	\$_____

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Company Name

<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
73.	102	Baldor	TS80T	65	\$_____	X 3 years	\$_____
74.	103	Baldor	TS80T	65	\$_____	X 3 years	\$_____
75.	104	Baldor	TS80T	65	\$_____	X 3 years	\$_____
76.	105	Baldor	TS80T	65	\$_____	X 3 years	\$_____
77.	106	Baldor	TS80T	65	\$_____	X 3 years	\$_____
78.	107	Baldor	TS80T	65	\$_____	X 3 years	\$_____
79.	108	Baldor	TS80T	65	\$_____	X 3 years	\$_____
80.	109	Baldor	TS80T	65	\$_____	X 3 years	\$_____
81.	110	Baldor	TS80T	65	\$_____	X 3 years	\$_____
82.	111	Baldor	TS80T	65	\$_____	X 3 years	\$_____
83.	112	Baldor	TS80T	65	\$_____	X 3 years	\$_____
84.	113	Baldor	TS80T	65	\$_____	X 3 years	\$_____
85.	114	Baldor	TS80T	65	\$_____	X 3 years	\$_____
86.	115	Baldor	TS80T	65	\$_____	X 3 years	\$_____
87.	116	Baldor	TS130T	107	\$_____	X 3 years	\$_____
88.	117	Baldor	TS130T	107	\$_____	X 3 years	\$_____

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Company Name

<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
89.	118	Baldor	TS130T	107	\$_____	X 3 years	\$_____
90.	119	Baldor	TS130T	107	\$_____	X 3 years	\$_____
91.	120	Baldor	TS130T	107	\$_____	X 3 years	\$_____
92.	121	Baldor	TS130T	107	\$_____	X 3 years	\$_____
93.	122	Baldor	TS130T	107	\$_____	X 3 years	\$_____
94.	123	Baldor	TS130T	107	\$_____	X 3 years	\$_____
95.	124	Baldor	TS130T	107	\$_____	X 3 years	\$_____
96.	125	Baldor	TS80T	65	\$_____	X 3 years	\$_____
97.	126	Baldor	TS130T	107	\$_____	X 3 years	\$_____
98.	127	Baldor	TS80T	65	\$_____	X 3 years	\$_____
99.	128	Baldor	TS80T	65	\$_____	X 3 years	\$_____
100.	129	Baldor	TS80T	65	\$_____	X 3 years	\$_____
101.	130	Baldor	TS80T	65	\$_____	X 3 years	\$_____
102.	131	Baldor	TS80T	65	\$_____	X 3 years	\$_____
103.	132	Baldor	TS80T	65	\$_____	X 3 years	\$_____
104.	133	Baldor	TS80T	65	\$_____	X 3 years	\$_____

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Company Name

<u>No.</u>	<u>No.</u>	<u>Item</u> <u>Make</u>	<u>Unit</u> <u>Model</u>	<u>KW</u>	<u>Maint. Cost</u>	<u>Annual</u> <u>X 3 years</u>	<u>Total Bid</u>
105.	134	Baldor	TS80T	65	\$_____	X 3 years	\$_____
106.	135	Kohler	150REZOZJB	150	\$_____	X 3 years	\$_____
107.	136	Kohler	DFEK5706886	500	\$_____	X 3 years	\$_____
108.	137	Baldor	TS175T	140	\$_____	X 3 years	\$_____
109.	138	Caterpillar	3306	250	\$_____	X 3 years	\$_____
110.	139	Kohler	230RE02JB	230	\$_____	X 3 years	\$_____
111.	140	Kohler	150REOZID	155	\$_____	X 3 years	\$_____
112.	141	Cummins	D0700045778	166	\$_____	X 3 years	\$_____
113.	142	Olympian	D125P1	125	\$_____	X 3 years	\$_____
114.	143	Cummins	DSGAC7466308	150	\$_____	X 3 years	\$_____
115.	145	Cummins	LTA10-G1	300	\$_____	X 3 years	\$_____
116.	146	Cummins	DFCB-5740561	300	\$_____	X 3 years	\$_____
117.	147	Cummins	8DP 2J2	80	\$_____	X 3 years	\$_____
118.	148	Cummins	DSHAB5776134	204	\$_____	X 3 years	\$_____
119.	149	Cummins	250DQDAA-6974	335	\$_____	X 3 years	\$_____
120.	150	Cummins	900DQFAC6350	900	\$_____	X 3 years	\$_____

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Company Name



<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
121.	151	Cummins	DFAB5740559	230	\$_____	X 3 years	\$_____
122.	152	Cummins	500DFEK6349	500	\$_____	X 3 years	\$_____
123.	153	Cummins	M08830324208	240	\$_____	X 3 years	\$_____
124.	154	Cummins	OLY00000ENPS02217	125	\$_____	X 3 years	\$_____
125.	155	Cummins	DQHAB-7084261	300	\$_____	X 3 years	\$_____
126.	156	Cummins	Q249-5108-07	600	\$_____	X 3 years	\$_____
127.	157	Caterpillar	C9	250	\$_____	X 3 years	\$_____
128.	158	Caterpillar	CAT00C66HN6DO3048	150	\$_____	X 3 years	\$_____
129.	159	Caterpillar	S9L01360	300	\$_____	X 3 years	\$_____
130.	160	Caterpillar	LC6	350	\$_____	X 3 years	\$_____
131.	161	Cummins	DEFG-1446260	350	\$_____	X 3 years	\$_____
132.	162	Caterpillar	D150-8	150	\$_____	X 3 years	\$_____
133.	163	Cummins	DSGAE-1404784	200	\$_____	X 3 years	\$_____
134.	164	Caterpillar	C4.4	100	\$_____	X 3 years	\$_____
135.	165	Caterpillar	D150-8	150	\$_____	X 3 years	\$_____
136.	166	Cummins	DSGAD-1404783	175	\$_____	X 3 years	\$_____

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Company Name

<u>Item No.</u>	<u>Unit No.</u>	<u>Make</u>	<u>Model</u>	<u>KW</u>	<u>Annual Maint. Cost</u>	<u>X 3 years</u>	<u>Total Bid</u>
137.	167	Caterpillar	3208/SR-4	150	\$_____	X 3 years	\$_____
138.	168	Kohler	200ROZD71	500	\$_____	X 3 years	\$_____
139.	169	Cummins	DSHAD-1414772	230	\$_____	X 3 years	\$_____
140.	170	Caterpillar	SR4B HV	2,250	\$_____	X 3 years	\$_____
141.	171	Caterpillar	SR4B HV	2,250	\$_____	X 3 years	\$_____
142.	172	Caterpillar	SR4B HV	2,250	\$_____	X 3 years	\$_____
143.	173	Caterpillar	SR4B HV	2,250	\$_____	X 3 years	\$_____
144.	174	Caterpillar	SR4B HV	2,250	\$_____	X 3 years	\$_____
145.	175	Caterpillar	SR4B HV	2,250	\$_____	X 3 years	\$_____
<b>TOTAL BID LOT 1 (FOB DESTINATION)</b>							\$_____

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Company Name

**LOT 2- FUEL RECYCLING (as specified)**

**Cost per tank size category to recycle fuel**

0 – 250 gallons	\$ _____	x 78 fuel tanks	\$ _____	X 3 years	\$ _____
251 – 500 gallons	\$ _____	x 14 fuel tanks	\$ _____	X 3 years	\$ _____
501 – 1,000 gallons	\$ _____	x 22 fuel tanks	\$ _____	X 3 years	\$ _____
1,001 – 1,500 gallons	\$ _____	x 6 fuel tanks	\$ _____	X 3 years	\$ _____
1,501 – 2,000 gallons	\$ _____	x 15 fuel tanks	\$ _____	X 3 years	\$ _____
2,001 – 2,500 gallons	\$ _____	x 1 fuel tank	\$ _____	X 3 years	\$ _____
2,501 – 3,000 gallons	\$ _____	x 1 fuel tank	\$ _____	X 3 years	\$ _____
3,001 – 3,500 gallons	\$ _____	x 1 fuel tank	\$ _____	X 3 years	\$ _____
3,501 – 4,000 gallons	\$ _____	x 3 fuel tanks	\$ _____	X 3 years	\$ _____
5,000 gallons	\$ _____	x 1 fuel tank	\$ _____	X 3 years	\$ _____
10,000 gallons	\$ _____	x 1 fuel tank	\$ _____	X 3 years	\$ _____
12,000 gallons	\$ _____	x 1 fuel tank	\$ _____	X 3 years	\$ _____
<b>TOTAL BID LOT 2 (FOB DESTINATION)</b>					<b>\$ _____</b>

\_\_\_\_\_  
Company Name

**LOT 3 - ANTI-FREEZE RECYCLING (as specified)**

Cost per gallon to recycle anti-freeze \$ \_\_\_\_\_ x 2,000 gal. \$ \_\_\_\_\_ X 3 years \$ \_\_\_\_\_

**TOTAL BID LOT 3 (FOB DESTINATION) \$ \_\_\_\_\_**

**LOT 4 – LOAD TESTING (as specified)**

**Generator Size**

**Cost**

0-100KW \$ \_\_\_\_\_

101-200KW \$ \_\_\_\_\_

201-250KW \$ \_\_\_\_\_

251-300KW \$ \_\_\_\_\_

301-350KW \$ \_\_\_\_\_

351-400KW \$ \_\_\_\_\_

401-450KW \$ \_\_\_\_\_

451-500KW \$ \_\_\_\_\_

501-600KW \$ \_\_\_\_\_

900KW \$ \_\_\_\_\_

**TOTAL BID LOT 4 (FOB DESTINATION) \$ \_\_\_\_\_**

**TOTAL BID LOTS 1, 2, 3 & 4 (FOB DESTINATION) \$ \_\_\_\_\_**

\_\_\_\_\_  
Company Name

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

Performance shall be in accordance with Scope of Services 2. Schedule.

Inquiries regarding this Invitation for Bids may be directed to Jim Schell, Senior Purchasing Agent, at [Jim.Schell@ocfl.net](mailto:Jim.Schell@ocfl.net).

**Bid Response Documents - The following documents constitute your bid:**

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: \_\_\_\_\_

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

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

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

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name	Title	Telephone Number/Email

_____	_____
(Signature)	(Date)
_____	
(Title)	
_____	
(Name of Business)	

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

**Type of Organization**

Sole Proprietorship     Partnership     Non-Profit  
 Joint Venture     Corporation

**State of Incorporation:** \_\_\_\_\_

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

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

Federal I.D. number is \_\_\_\_\_

## REFERENCES

List three (3) customers during the past ten (10) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_



\_\_\_\_\_

Email Address: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**SCHEDULE OF SUBCONTRACTING**

**IFB NO. Y15-1047-JS**

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.

<b>Name Of Subcontractor</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent of Contract Amount to be Subcontracted</b>

Company Name: \_\_\_\_\_

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

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

OR

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

## LITIGATION STATEMENT

### CHECK ONE

- [ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

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

**E VERIFICATION CERTIFICATION**

Contract No.Y15-1047-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.Y15-1047-JS, Emergency Generator Preventative Maintenance Field Services Division**, within the state of Florida.

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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 Bidder and shall be submitted to the Procurement Division by the Bidder.

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

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

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

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Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

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

Name of Bidder's Authorized Agent:

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

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Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

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

\_\_\_ **YES** \_\_\_ **NO**

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

\_\_\_ **YES** \_\_\_ **NO**

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

\_\_\_ **YES** \_\_\_ **NO**

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

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(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.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
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.



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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

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

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

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

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

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

**CONCLUSION:**

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

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

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

### **Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_

**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.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		<b>TOTAL EXPENDED THIS REPORT</b>	\$

**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.

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

Printed Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
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.

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

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

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

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

#### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

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

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

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

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

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

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

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



**CONCLUSION:**

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

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

**AGENT AUTHORIZATION FORM**

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State  
of \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

**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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 1. Name of Agent or Broker Street Address City, State, Zip	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
<b>INSURED</b> 2. Name of Insured Street Address City, State, Zip	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
	INSURER B :	
	INSURER C : 3.	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADOL INSE	SUBR WVD	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						9. COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 10. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
11.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<b>CERTIFICATE HOLDER</b> 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 14.
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## ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

**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

Name Of Additional Insured Person(s) Or Organization(s)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
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;
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;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
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:
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.

**EXHIBIT C**

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**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 <sup>nd</sup> FLOOR ORLANDO, FL 32801
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.

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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### 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, 2<sup>ND</sup> FLOOR  
ORLANDO, FL 32801

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**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, 2<sup>nd</sup> 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 TRANSFER 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.

Unit #	OC ID #	Address / Location	Orange County Contact Person	Phone #	Gen. Mfgr	Gen. Model	Gen. Serial	KW	Fixed	Portable	Tank Fuel Cap. Gal.	Engine Mfgr	Eng Model	Coolant Capacity Gal.
6	990845	NWRF 4760 Sand Lake Road Orlando, Florida 32819	Keith McLeod	407-254-7728	Caterpillar	3412 / SR4	5N11960	500		X	300	Caterpillar	3412	35
10	Sta 3000	4795 Deauville Drive Orlando, Florida 32808	Milton Rodriguez	321-246-3950	Onan	300DFCB	C920453018	300	X		1000	Cummins	NTA 855-G2	20
16	Sta 3412	2175 Pembroke Drive Orlando, Florida	Milton Rodriguez	321-246-3950	DMT	150JDB	97-205273	150		X	300	John Deere	6081AF001	10
17	Sta 3499	12298 Manado Street Orlando, Florida 32837	Milton Rodriguez	321-246-3950	Caterpillar	3508 / SR-4	6NA01748	900	X		4000	Caterpillar	3508	55
18	Sta 3497	3497 Town Center Blvd. Orlando, Florida	Milton Rodriguez	321-246-3950	Caterpillar	3408 / SR-4	6DA02300	400	X		1000	Caterpillar	3408B	13
21	Sta 3498	9600 Orange Blossom Trl. Orlando, Florida	Milton Rodriguez	321-246-3950	Caterpillar	3508 / SR-4	6NA01771	900	X		4000	Caterpillar	3508	55
23	Sta 3624	13401 International Drive Orlando, Florida	Milton Rodriguez	321-246-3950	Caterpillar	3408 / SR-4	6DA02400	400	X		1000	Caterpillar	3408B	20
27	2662	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Onan	100.0DYC-15R	L790472786	100		X	200	Allis Chalmers	670T	6
29	2722	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Cummins / Stanford	MG1-2284	P469514	125		X	100	Cummins	6CTA 8.3	7
30	Sta 3848	1707 Rhode Island Woods Orlando, Florida	Milton Rodriguez	321-246-3950	Caterpillar	3406 / SR-4	8KF01176	300	X		2000	Caterpillar	3406CI	35
33	Sta 3096	1 Lake Jessamine Orlando, Florida	Milton Rodriguez	321-246-3950	Onan	175DGCB	E950576717	175	X		1000	Cummins	6CTA 8.3	8
36	Sta 3119	9075 Bay Hills Blvd Orlando, Florida	Milton Rodriguez	321-246-3950	Kohler	135ROZJ	386265	135	X		500	John Deere	6081 JF001	8
37	Sta 3512	8499 Lake Ave. Orlando, Florida	Milton Rodriguez	321-246-3950	Caterpillar	3408 / SR-4	6DA02386	400	X		1000	Caterpillar	3408B	35
39	Sta 3665	1601 South Dean Road Orlando, Florida	Mike Rankin	407-254-6715	Caterpillar	3306 / SR-4	8JF00458	250	X		2000	Caterpillar	3306DI	10
40	Sta 3318	4760 Manatee Street Orlando, Florida	Mike Rankin	407-254-6715	Caterpillar	3406 / SR-4	9CR00762	300	X		1000	Caterpillar	3406	18
41	Sta 3368	Rouse Road South (Just south of SR50)	Mike Rankin	407-254-6715	Caterpillar	3412 / SR-4	5NA05369	500	X		2000	Caterpillar	3412	40
42	2676	ESA 1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Cummins / Lima	317A-SE0100	AD111605 SKE	100		X	200	Cummins	6BT 5.9	5
43	9487	ESA 1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Kohler	100ROZ71	134745	100		X	200	White / Hercules	D4800	6
46	9528	ESA 1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	DMT	150JDB	97-205273-2	150		X	250	John Deere	6081 AF001	10
47	Sta 3053	11700 Orpington Street Orlando, Florida	Mike Rankin	407-254-6715	Olympian	97A-00821-S	2033154	125	X		265	Ford Iveco	7.5L	5
48	Sta 3333	605 North Chickasaw Trail Orlando, Florida	Mike Rankin	407-254-6715	Generac	98A-03241-S	2042271	200	X		250	Hino	13.3L	10
49	9472	ESA 1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Cummins / Marathon	431RSL2006A-A000W		150		X	200	Cummins	6CTA 8.3	10
50	9555	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Olympian / Generac	97A-01884-S	2034344	50		X	100	Ford Iveco	5.0L	3
51	Sta 3550	703 Pahoa Street Ocoee, Florida	Milton Rodriguez	321-246-3950	Onan	100DGDB	D970635129	100	X		500	Cummins	6BT 5.9 G2	6
52	Sta 3803	01 Standbury Drive Orlando, Florida	Milton Rodriguez	321-246-3950	Onan	80DGDA	H980780838	80	X		400	Cummins	6BT 5.9 G2	8
53	Sta 3849	13100 Balcombe Road Orlando, Florida	Milton Rodriguez	321-246-3950	Caterpillar	3412 / SR-4	5NA09938	500	X		2000	Caterpillar	3412	20
54	Sta 3962	00001 Cypress Lake Drive Orlando, FL 32837	Mike Rankin	407-254-6715	Olympian	D100P1	GABL001682	100	X		1000	Perkins	1000 Series	5
56	PS3958	5464 N. Econ Trail Orlando, FL 32817	Mike Rankin	407-254-6715	Onan	500DFED	L000186868	250	X		1800	Cummins	K19	40
57	PSF3000	301 Avalon Pkwy. Orlando, FL 32806	Mike Rankin	407-254-6715	Caterpillar	SR4B	8DR01168	250	X		500	Caterpillar	3306	18
58	PS3965	2514 Harrel Road Orlando, FL 32817	Mike Rankin	407-254-6715	Kohler	200RE OZ JB	735741	200	X		1000	John Deere	RG6081A154242	20
59	PSF3035	14127 Chelonia Pkwy Orlando, FL 32830	Milton Rodriguez	321-246-3950	Onan	DGFA5628855	L000180806	150	X		550	Cummins	6CT83G2	10
60	PS3995	5101 Duck Blvd. Orlando, FL 32822	Milton Rodriguez	321-246-3950	Caterpillar	SR4B	8ER03601	300	X		2000	Caterpillar	3406	20
61	PS3961	6404 Fiquette St. Windermere, FL 34786	Milton Rodriguez	321-246-3950	Onan	DFAC-4491736	L000180505	250	X		250	Cummins	LTA10G1	30
62	PS3977	11400 Belmere Dr. Ocoee, FL 34761	Milton Rodriguez	321-246-3950	Caterpillar	SR1B	9NR04979	313	X		1000	Caterpillar	SR1B	12
63	9690	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Generac	2747230100	JRSC090207KZB1551	100		X	100	Mitsubishi	4D34-T	15
64	9691	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Generac	2747230100	2071061	100		X	100	Mitsubishi	4D34-T	12
65	90010 (Mobile)	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Elliot/ Magntek	Magntek 100 RD	BT02J285	100		X	100	John Deere	6068TF250	10
66	PSF3048	10530 Mere Pkwy. Orlando, FL	Mike Rankin	407-254-6715	Cummins	250FDAC	350943000	250	X		1000		LTA10-G1	20

68	PS3423	2825 North Hiawassee Road Orlando FL (Sta A)	Milton Rodriguez	321-246-3950	Onan	DFEC 5006548	A020316932	450	X		5000	Cummins	KTA1-G3	25
69	9001	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Cummins / Marathon	431RSL2006A-A000W	UC3473782-03	150		X	100	Cummins	6CTA 8.3	20
70	28217	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	LM652899-102974-5-1004	105		X	100	John Deere	6068TF275	10
71	28218	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	LM401514-102974-6-1004	105		X	100	John Deere	6068TF275	10
72	28219	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	LM653380-120974-2-1004	105		X	100	John Deere	6068TF275	10
73	28220	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	LM653380-120974-5-1004	105		X	100	John Deere	6068TF275	10
74	28221	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	LM653380-120974-3-1004	105		X	100	John Deere	6068TF275	10
75	PS3223	Plantation Estates 7601 Meadowglenn Drive Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	DGDA-5602654	D030409528	80	X		500	Cummins	6BT5.9-G6	8
76	PS3448	3612 N. Tanner Rd Orlando, FL	Mike Rankin	407-254-6715	Cummins	DGDK-5623170	FD30514046	125	X		500	Cummins	6BTA5.9G3	18
77	28222	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Katolite	D105F*J4	LM653379-102974-4-1004	105		X	150	John Deere	6068TF275	10
78	28223	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Katolite	D105F*J4	LM401526-102974-8-1004	105		X	150	John Deere	6068TF275	10
79	28224	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Katolite	D105F*J4	LM401512-102974-7-1004	105		X	150	John Deere	6068TF275	10
80	28229	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Katolite	D105F*J4	102974-1-1004	105		X	150	John Deere	6068TF275	10
81	28225	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	102974-4-1004	105		X	150	John Deere	6068TF275	10
82	28226	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	LM401443-102974-2-1004	105		X	150	John Deere	6068TF275	10
83	28228	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	LM401398-102974-1-1004	105		X	150	John Deere	6068TF275	10
84	28227	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Katolite	D105F*J4	102974-3-1004	105		X	150	John Deere	6068TF275	10
85	28311	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS80T	P051170005	65		X	80	John Deere	TO4045T	3
86	28288	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511020002	65		X	80	John Deere	TO4045T	3
87	28285	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	(407) 254- 6715	Baldor	TS80T	P0511010001	65		X	80	John Deere	TO4045T	3
88	28305	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512060001	65		X	80	John Deere	TO4045T	3
89	28307	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512070001	65		X	80	John Deere	TO4045T	3
90	28309	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511280003	65		X	80	John Deere	TO4045T	3
91	28310	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511220001	65		X	80	John Deere	TO4045T	3
92	28308	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512060002	65		X	80	John Deere	TO4045T	3
93	28303	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511220002	65		X	80	John Deere	TO4045T	3
94	28312	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511210003	65		X	80	John Deere	TO4045T	3
95	28291	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511150002	65		X	80	John Deere	TO4045T	3
96	28290	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511150001	65		X	80	John Deere	TO4045T	3
97	28296	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511170006	65		X	80	John Deere	TO4045T	3
98	28289	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511010002	65		X	80	John Deere	TO4045T	3
99	28294	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511140002	65		X	80	John Deere	TO4045T	3
100	28286	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511020001	65		X	80	John Deere	TO4045T	3
101	28322	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511030001	65		X	80	John Deere	TO4045T	3
102	28295	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511160001	65		X	80	John Deere	TO4045T	3
103	28287	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511070007	65		X	80	John Deere	TO4045T	3
104	28317	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512080001	65		X	80	John Deere	TO4045T	3
105	28293	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511080003	65		X	80	John Deere	TO4045T	3

106	28292	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511140003	65		X	80	John Deere	TO4045T	3
107	28316	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512140002	65		X	80	John Deere	TO4045T	3
108	28315	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512140001	65		X	80	John Deere	TO4045T	3
109	28313	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511230002	65		X	80	John Deere	TO4045T	3
110	28314	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512120002	65		X	80	John Deere	TO4045T	3
111	28320	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512070002	65		X	80	John Deere	TO4045T	3
112	28318	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512080002	65		X	80	John Deere	TO4045T	3
113	28323	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512120001	65		X	80	John Deere	TO4045T	3
114	28324	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511290001	65		X	80	John Deere	TO4045T	3
115	28319	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511230001	65		X	80	John Deere	TO4045T	3
116	28327	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS130T	P0510260002	107		X	160	John Deere	TO6068	4
117	28334	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS130T	P0510260001	107		X	160	John Deere	TO6068	4
118	28332	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS130T	P0510240001	107		X	160	John Deere	TO6068	4
119	28329	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS130T	P0510270001	107		X	160	John Deere	TO6068	4
120	28331	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS130T	P0510240002	107		X	160	John Deere	TO6068	4
121	28328	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS130T	P0510310002	107		X	160	John Deere	TO6068	4
122	28325	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS130T	P0510250002	107		X	160	John Deere	TO6068	4
123	28330	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS130T	P0510310003	107		X	160	John Deere	TO6068	4
124	28326	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS130T	P0510250004	107		X	160	John Deere	TO6068	4
125	28321	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512050002	65		X	80	John Deere	4045TF150	4
126	28333	NWRF 701 McCormick Road Apopka, Florida 32703	Milton Rodriguez	321-246-3950	Baldor	TS130T	P0510270002	107		X	160	John Deere	6068TF250	4
127	28298	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-836-6980	Baldor	TS80T	P0511080002	65		X	80	John Deere	PE4045T512608	3
128	28306	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511290002	65		X	80	John Deere	PE4045T512604	3
129	28297	1621 South Alafaya Trail Orlando, Florida 32828	Mike Rankin	407-254-6715	Baldor	TS80T	P0511030002	65		X	80	John Deere	PE4045T512603	3
130	28304	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0512050001	65		X	80	John Deere	PE4045T512596	3
131	28301	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511280004	65		X	80	John Deere	PE4045T499326	3
132	28302	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511210002	65		X	80	John Deere	PE4045T512598	3
133	28300	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511070008	65		X	80	John Deere	PE4045T512594	3
134	28299	1621 South Alafaya Trail Orlando, Florida 32828	Milton Rodriguez	321-246-3950	Baldor	TS80T	P0511160002	65		X	80	John Deere		3
135	PSF3110	6605 Chancery Lane Orlando, FL 32809	Milton Rodriguez	321-246-3950	Kohler	150REOZJB	794741	150	X		200	John Deere		10
136	PSF3031	1238 Sunflower Trail Orlando, FL 32828	Mike Rankin	407-254-6715	Kohler	DFEK-5706886	E050781707	500	X		3000	Cummins	QSX15-G9-NR2	20
137	28451	8100 Presidents Drive Orlando, Florida 32809	Milton Rodriguez	321-246-3950	Baldor	TS175T	P0706270003	140		X	160	John Deere	GR608T175866	6
138	PSF3126	13200 Overstreet Road Windermere, FL	Milton Rodriguez	321-246-3950	Caterpillar	3306	80R01537	250	X		1500	Caterpillar	3306DI	10
139	PSF3106	11407 Center Lake Drive Windermere, FL	Milton Rodriguez	321-246-3950	Kohler	230RE02JB		230	X		1000	John Deere	6081AF001	12
140	PS3321	3075 Sprague Drive Orlando, FL	Mike Rankin	407-254-6715	Kohler	150REOZID	2145749	155	X		1000	John Deere	PE6068L006628	10
141	PSF3166	3777 Capetown Drive Orlando, FL	Mike Rankin	407-254-6715	Cummins	D070045778	DSHAE5852859	166	X		500	Cummins	Q5L9G2NR3	10

142	PSF3192	10305 Lee Vista Blvd. Orlando, FL	Mike Rankin	407-254-6715	Olympian	D125P1	189315107	125	X		650	Perkins	SNYD51130U853678M	8
143	PSF3152	7819 Hoosier Place Orlando FL 32807	Mike Rankin	407-54-6715	Cummins	DSGAC-7466308	K080222049	150	X		1000	Cummins	QSB7-G3-NR3	6.1
145	PS3411	5602 Clarcona Ocoee Road Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	LTA10-G1	12079	300	X		1000	Cummins	43301263	15
146	PS3038	500 N. Hiwassee Rd. Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	DFCB-5740561	L050867731	300	X		2000	Cummins	NTA 855-G2	20
147	PS3109	7536 SOBT Orlando, FL (100 ft north of Southland Blvd next to Lai-Lai Restaurant)	Milton Rodriguez	321-246-3950	Cummins	8DP 2J2	2128784	80	X		400	John Deere	4045HF275	5
148	PSF3058	6619 Independence Pkwy. Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	DSHAB5776134	1060976851	204	X		1000	Cummins	EOS19-G2	12
149	PSF3176	14550 Summer Lake Park Blvd. Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	250DQDAA-6974	107011636	335	X		1000	Cummins	7CEXL054AABAB	54
150	PSF3167	5605 Sea Splash Way Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	900DQFAC6350	A070007932	900	X		4000	Cummins	Ost3065	40
151	PS3177	7616 President Drive Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	DFAB5740559	S08932601	230	X		1000	Cummins	LTA10-G1	20
152	PS3190	8034 S. Orange Ave. Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	500DFEK6349	S200480-02	500	X		2000	Cummins	Q5X1569	30
153	PSF3182	4494 Wetherbee Ext. Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	M08830324208	46856213	240	X		1000	Cummins	OSL9-G2-NR3	5
154	PSF3067	15001 Passage Point Blvd. Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	OLY00000ENPS02217	912307101	125	X		500	Perkins	YD51206*V857096N	15
155	PSF3146	3175 Rouse Rd. Orlando, FL	Mike Rankin	407-254-6715	Cummins	DQHAB-7084261	D080177306	300	X		2000	Cummins	QSM11-G4-NR3	8
156	PSF3227	8091 Monument Pkwy. Orlando, FL	Mike Rankin	407-254-6715	Cummins	Q249-5108-07	M10H3302885	600	X		2000	Cummins	QX15-G9-NR2	15
157	PS3419	2600 Investors Row Orlando, FL	Milton Rodriguez	321-246-3950	Caterpillar	C9	R5677300101	250	X		2000	Caterpillar	C9	9.5
158	PS3006	5635 Huggins St. Orlando FL	Milton Rodriguez	321-246-3950	Caterpillar	CAT00C66HN6D03048	G5A05587	150	X		1500	Caterpillar	C6.6	15
159	PSF3155	CR535 Master 7379 W. Sandlake Orlando, FL	Milton Rodriguez	321-246-3950	Caterpillar	S9L01360	G6B11514	300	X		1500	Caterpillar		10
160	PS3151	8701 World Center Dr. Orlando, FL	Milton Rodriguez	321-246-3950	Caterpillar	LC6	G6B21046	350	X		2000	Caterpillar	C15	10
161	PS3597	11244 International Dr. Orlando, FL	Milton Rodriguez	321-246-3950	Caterpillar	D150-8	CAT00C66CN6D03304	150	X		1500	Caterpillar	C6.6	5.5
162	PS3370	6001 Destination Parkway Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	DSGAE-1404784	D140667185	200	X		2000	Cummins	QSB7-G5NR3	5
163	PS3245	7609 SOBT Orlando, FL	Milton Rodriguez	321-246-3950	Caterpillar	C4.4	CAT00C44PLC500353	100	X		1000	Caterpillar	C4.4	5
164	PS3108	2800 Americana Blvd. Orlando, FL	Milton Rodriguez	321-246-3950	Caterpillar	D150-8	CAT00C66LLC600301	150	X		1500	Caterpillar	C6.6	5.5
165	PS3336	9801 International Dr. Orlando, FL	Milton Rodriguez	321-246-3950	Cummins	DSGAD-1404783	D140667184	175	X		1250	Cummins	QSB7-G5NR3	5
166	PS3017	3953 Westgate Rd. Orlando FL 32808	Milton Rodriguez	321-246-3950	Caterpillar	3208 / SR-4	6JA01368	150	X		500	Caterpillar	3208T	4.00
167	PS3304	4520 Crossbay Dr. Orlando, FL 32829	Mike Rankin	407-254-6715	Kohler	200ROZD71	296797	500	X		1000	Detriot Diesel	671T 10637305	15
168	PSF3624	9405 Seidel Rd. Winter Garden FL 32787	Milton Rodriguez	321-246-3950	Cummins	DSHAD-1414772	1140736517	230	X		2000	Cummins	QSL9-G2NR3	10
170		SWRF 4760 Sand Lake Road Orlando, FL 32819	Keith McLeod	407-254-7728	Caterpillar	SR4B HV	G3Z00158	2250	X		12000	Caterpillar	3516B	127
171		SWRF 4760 Sand Lake Road Orlando, FL 32819	Keith McLeod	407-254-7728	Caterpillar	SR4B HV	G3Z00157	2250	X		12000	Caterpillar	3516B	127
172		SWRF 4760 Sand Lake Road Orlando, FL 32819	Keith McLeod	407-254-7728	Caterpillar	SR4B HV	G3Z00156	2250	X		12000	Caterpillar	3516B	127
173		EWRF 1621 South Alafaya Trail Orlando, FL 32828	Mark Eittrem	321-239-3331	Caterpillar	SR4B HV	G4B00428	2250	X		12000	Caterpillar	3516B	127
174		EWRF 1621 South Alafaya Trail Orlando, FL 32828	Mark Eittrem	321-239-3331	Caterpillar	SR4B HV	G4B00427	2250	X		12000	Caterpillar	3516B	127
175		EWRF 1621 South Alafaya Trail Orlando, FL 32828	Mark Eittrem	321-239-3331	Caterpillar	SR4B HV	G4B00426	2250	X		12000	Caterpillar	3516B	127