

Issue Date: May 13, 2015

INVITATION FOR BIDS #Y15-1073-ZM

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:

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR
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, June 2, 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>

A **Pre-Bid Conference** will be held on **Friday, May 22, 2015, 2:00 PM**, located at the **Facilities Management Training Room, 2010 East Michigan Street, Orlando, Florida 32806**. Interested bidders are encouraged to attend.

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 Zulay Millan, Senior Purchasing Agent at Zulay.Millan@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 Purchasing.Agent@ocfl.net, no later than 5:00 PM Tuesday, May 26, 2015 to the attention of Zulay Millan, 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

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. PRE-BID CONFERENCE

All interested parties are invited to attend a **Pre-Bid Conference on Friday, May 22, 2015, 2:00 PM located at Orange County Facilities Management Division Training Room, 2010 E. Michigan Street, Orlando, Florida 32806.**

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

2. 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 Bidder shall be knowledgeable as to the location where items are installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. 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.

3. QUALIFICATION OF BIDDERS

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

- A. Completed Reference Forms (included herein) demonstrating a minimum of five (5) commercial references be for similar work, satisfactorily completed, in large scale commercial HVAC system preventative maintenance services, repair and replacement of same. Forms shall be legible with all information provided, including contact name and company name, start and end dates of contract, email addresses, mailing addresses, and telephone numbers of owners.

The references shall demonstrate the following:

1. Experience in providing HVAC services for multi-story; Class A, governmental or commercial high level security buildings, with a minimum of 500,000 square feet, such as the Orange County Courthouse.
2. Experience with building/complexes with special security requirements such as armed guards, secured entry and metal detectors.
3. At least one reference shall demonstrate competence in the complete tear down and rebuild of large scale HVAC chiller units (in

excess of 500 ton), including the procurement and management of temporary cooling equipment.

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

- B. Submit a list of equipment, manpower and facilities available to do the work. Include a written statement which details how the Bidder will handle multiple, concurrent after-hours emergency repair calls and include an acknowledgement that Bidder can meet the timeframes established in the Special Terms and Conditions.
- C. Submit proof, in the form of a business tax receipt, current Occupational License from a county or municipality in the State of Florida, or any other incorporation document that demonstrates that the company has been in business installing, inspecting and maintaining commercial chillers, air handlers, pumps, and other equipments specified in the Scope of Services.
- D. Certification as an authorized repair facility for at least one major HVAC systems manufacturer. Submit proof of such with bid response.
- E. Minimum of thirty percent (30%) of the bidder's business is in the maintenance and repair of commercial HVAC systems as opposed to installation. Include a written statement attesting to this with bid response.
- F. List of personnel, by name and title, contemplated to perform the work. Include copies of relevant certifications and training received from manufacturers, national associations and/or trade schools for service technicians. Technicians assigned to this contract shall have a minimum of five (5) years experience performing similar work. Resumes must be provided for management and service personnel.
- G. Submit a Safety Plan to include a detailed description of their training and safety program given to all employees. Training records of all employees must be made available to the County's Representative upon request.
- H. Submit a Quality Assurance Plan

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.

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

4. 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.

5. 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.

6. 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.

7. POST AWARD MEETING

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

8. F.O.B. POINT

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within Orange County.

9. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Any bidder that is unable to meet these timeframes shall be rejected. The Contractor shall provide emergency repair services twenty-four (24) hours a day, seven (7) days a week as requested by County Representative. Performance of emergency repair service shall be within one (1) hour from receipt of notification by County Representative. Contractor shall be on-site and prepared to work one (1) hour from receipt of notification by County Representative. All preventive maintenance, inspections and non-emergency repairs shall be performed per schedule provided by County.

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 **seven (7)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

10. 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.**

11. 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.

12. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

13. CODES AND REGULATIONS

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

14. PAYMENT

Partial billing shall be accepted only for services rendered within the specified delivery period. Payments for services rendered after this specified performance

period shall be made after the entire order is completed and accepted by Orange County. 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 Facilities Fiscal Division
IOC2-400 E. South Street/5th Floor
Orlando, FL 32801
Phone (407) 836-0052

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

15. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. All warranty provisions of the Uniform Commercial Code shall additionally apply.

16. DEBRIS

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service. The Contractor shall, at all times, keep the premises free of surplus materials, tools, waste, rubbish and debris which are caused by the services provided under this specification. In case of dispute, the County will remove rubbish, excess materials, or do all cleaning required and require reimbursement for said costs by the Contractor.

17. 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. The contractor shall provide barricades if necessary and 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. The County may withhold payment or make such deductions as deemed

necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Contractor or Contractor's agent(s).

- D. The contractor shall provide cloths, or other appropriate material to protect floors, walls, equipment, etc. from soil or damage to County facilities.
- E. 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)
- F. 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>

18. **INSURANCE REQUIREMENTS**

Vendor/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 Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/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 Vendor/Contractor shall require and ensure that each of its sub-Vendors/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/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use

in Florida or its equivalent, with a limit of liability of not less than \$500,000.00 per occurrence. Vendor/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 Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/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.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/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 Vendor/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 Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/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 Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/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 Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/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 Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/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 Vendor/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, 2nd Floor
Orlando, Florida 32801

19. 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 one (1) year. The contract may be renewed for four (4) 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.

20. 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 (1 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.

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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County shall order from the Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

SCOPE OF SERVICES

1. GENERAL

The Orange County Facilities Management Division is responsible for maintaining over 400 buildings throughout Orange County, Florida. Due to the large size of the County, the division is organized into maintenance districts by geographical region. Each maintenance district supports the needs of the various buildings located in its region. The awarded Contractor shall provide preventative maintenance (PM) and as needed repairs to ensure the proper maintenance and operation of HVAC systems within buildings located Countywide.

Due to the criticality of the services to be provided, Contractor shall upon request of the County be available onsite at the property stated within one (1) hour after notification by County representative.

The Contractor shall maintain the following equipment:

- **Chillers**: Air to water/water to water type chillers with reciprocating or centrifugal compressors. This includes all parts of the chiller unit from the entering water flange to the leaving water flange including all chill water pumps, flow switches, air separators, controls, condenser and chill water isolation valves and chill water make-up valve.
- **Cooling Towers- All Types**: Cooling tower, cooling tower fans, fan motors, fan drives, cooling tower isolation valves, makeup water float, valve assemblies, pumps, and any other equipment or controls needed for proper cooling tower operation, including the tower water temperature control.
- **Motors**: All motors related to the chillers, air handling units (AHU's), Thermal Energy Storage Systems, and the cooling towers.
- **Pumps**: All pumps related to the chiller air handling units (AHU's), Thermal Energy Storage Systems and the cooling tower. This includes standard pumps and pumps controlled by variable frequency drives (VFD).
- **Fans**: All fans related to chiller cooling towers, air handling units (AHU's), outside air, and building exhaust systems.
- **Refrigerant Monitors**: All Freon monitoring devices. This applies to all buildings with Freon gas monitoring devices. To include repairs as well as monitoring chiller equipment room condition.
- **Insulation**: Insulation removed during repairs of chiller/heating equipment will be re-insulated by the contractor.
- **Variable Frequency Drives (VFD) and Starters**: All VFD's and starters related to applicable equipment list shall be covered under this agreement.
- **Water Treatment Chemical Services**: Provide chemical treatment for the chilled water systems (close loop), the cooling tower condenser water systems (open loop) and in operation at sites throughout the County.
- **Filters**: The County will supply pleated filters that have a minimum 30% efficiency to the Contractor. The County will be responsible for quarterly filter changes. The Contractor shall change filters when performing annual preventative maintenance. Each filter when changed by the Contractor shall have the change date written on the filter.

A. Hours of Performance

1. Standard Hours: Standard working hours are Monday through Friday, 6:00 AM to 6:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-Standard working hours are working hours other than Monday through Friday, 6:00 AM to 6:00 PM, weekends, and Orange County holidays. The Contractor must provide a twenty-four (24) hour point of contact for non-standard working hours.

B. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.

C. All personnel provided by the Contractor, whether employees of the Contractor or Sub-contractors, shall be competent, experienced, and skilled in the maintenance and repair of HVAC and related systems as outlined in this contract. Technicians assigned to this contract shall have a minimum of five (5) years experience performing similar work and any necessary licenses or certifications required to do the type of work to be performed under this contract.

The Contractor shall ensure that all of its employees are clean, neat and appropriately attired during the performance of the services. All personnel shall be courteous, properly dressed with shirt displaying the company name/logo, photo ID badge, and appropriate shoes (open-toed shoes are not permitted). The Contractor shall ensure that all employees prominently wear the ID badge on the front of his or her uniform at all times when on County property.

D. The Contractor shall identify a lead person or supervisor with whom the County's Representative may consult regarding contract performance.

Supervisory personnel providing services under this contract shall have a minimum of five (5) years experience in the HVAC trade and any necessary licenses or certifications required to do the type of work to be performed under this contract.

Each supervisor shall be capable of verbal and written communication in the English language.

E. All maintenance personnel, including subcontractors, shall identify themselves at the appropriate administrative office upon arrival on site and prior to beginning work and upon completion of work and leaving site.

F. The Contractor shall be responsible for all of its travel and per diem costs to and from the various County facilities. Travel time shall not be included when quoting and or invoicing for as-needed or emergency repairs and will not be compensated by the County under any circumstances. Chargeable hours for repairs start at time of arrival on site.

2. SAFETY

- A. Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.
- B. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be submitted to the County Representative for review and approval within ten (10) business days following contract award.
- C. The County Representative will review the Safety Plan and provide comments to the Contractor within five (5) business days following receipt of the plan. The Contractor shall finalize the Safety Plan within five (5) business days following receipt of the comments.
- D. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, shoes, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction. The Contractor shall obtain the most current version of all applicable safety regulations.
- E. All equipment used in the performance of these services shall be properly maintained and subject to inspection by the County Representative upon request. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose is not permitted and shall be removed from the County's premises immediately.
- F. Any damage to County facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor. The Contractor shall repair such damages without any charge to the County.

3. PERFORMANCE

- A. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and visitors.
- B. All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with the most current approved and accepted standards of the; (1) industry, (2) equipment manufacturer, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes to include but 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)

- C. When the Contractor completes work on any piece of equipment included in this contract, that equipment shall be free of missing components or defects which would prevent it from functioning as originally intended and/or designed. Corrective or repair/replacement work shall be carried to completion, including operational checks and cleanup of the work site. If the equipment is being repair, final products shall be functioning as originally intended and/or designed.
- D. All service visits shall be coordinated with the District Representative.

4. SECURITY AND IDENTIFICATION

- A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:
 - 1. For all Contractor's staff that will be working at the Courthouse Complex or Courthouse related facilities, including the Juvenile Justice Center, Sheriff's Central Complex or any Sheriff related facility- request forms from the Facilities Management Security District via e-mail from Michael.Scott@ocfl.net.
 - 2. For all Contractors' staff that will be working at Corrections or a Correction related facilities - request forms via e-mail from MichaelJeffrey.Adkins@ocfl.net.
 - 3. For all Contractors' staff that will be working at other Orange County facilities - submit a completed FDLE form found at www.fdle.state.fl.us/ (there is a cost to the contractor) via e-mail to Bruce.Heffelbower@ocfl.net for approval.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results.

Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.

- C. State of residency and national fingerprint-based record check shall be conducted for all contract personnel who have direct access to the State Attorney's building. Access to the State Attorney's building or Juvenile Justice will be denied until said record check is performed and approved by the State Attorney or Orange County Sheriff's representative assigned to review such records.
- D. Contractor personnel assigned to, or working within the State Attorney's Office at the Orange County Courthouse or the Juvenile Justice Center shall be required to complete the following minimum screening procedures:
 - 1. All requests for access shall be made as specified by the State Attorney or Orange County Sheriff's Office.
 - 2. If a record of any kind is found, the State Attorney and Sheriff Office shall be formally notified, and building access for that employee shall be delayed pending review of the criminal history record information. The Contractor shall be notified as to the pending delay.
 - 3. When identification of an employee with a criminal history has been established by fingerprint comparison, said criminal history will be reviewed by the State Attorney or Sheriff's Office to determine whether the employee will be granted access.
 - 4. A Contractor employee found to have a criminal record consisting of felony conviction(s) will be disqualified, and denied access to the State Attorney's building.
 - 5. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee.
 - 6. The State Attorney or Sheriff's Office will maintain a list of Contractor personnel who have been authorized access to the State Attorney's building and the Juvenile Justice Center.
 - 7. A Contractor's employee with a record of misdemeanor offense(s) may be granted access the State Attorney's building or Juvenile Justice if it is determined that the nature or severity of the misdemeanor offense(s) do not warrant disqualification. The decision of the State Attorney or Sheriff's Office shall be final.
- E. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
- F. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said

employee's Orange County photo I.D. badge to the Facilities Management Division Contract Administrator.

- G. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- H. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
- I. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- J. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- K. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
- L. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on County premises.
- M. Access to a site must be coordinated through the County's Representative.
- N. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo ID badge will be inventoried by the Facilities Management Division Contract Administrator. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$25.00 fee per each missing ID badge.

- O. The following are specific conditions and rules that must be followed while providing services at the Corrections Complex.
1. All Contractor employees shall carry a valid ID at all times.
 2. The Contractor shall provide a list of all employees that will be working inside any jail. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any jail if they are on active probation, home confinement, parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs or theft. The Contractor employee list shall include:
 - a. Employee's Full name
 - b. Employee's date of birth
 - c. Employee's Race/Sex
 - d. Employee's Social Security Number
 - e. Employee's Driver's License number
 3. Only authorized employees of the Contractor shall be allowed to work at Corrections. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY JAIL PROJECT.
 4. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while on the Corrections compound. This ID will be issued to each Contractor employee at the North perimeter building and will only be given upon surrendering of a valid personal ID.
 5. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
 6. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
 7. The Contractor's employees shall follow direction of the escort officer at all times.
 8. The Contractor's employees shall not bring tobacco or tobacco products inside any jail or on top of any roof or within any jail fence line.
 9. The Contractor's employees shall not bring or wear hats or sunglasses inside any facility.
 10. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.
 11. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.

12. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
13. All Contractor tools will be inventoried going into and out of a facility. Contractor shall ensure that employees take in only what is needed to perform the services.
14. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for.
15. No illegal drugs or drug paraphernalia are allowed in the compound.
16. No weapons, guns or ammunition are allowed in the compound.
17. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
18. The Contractor shall only use storage areas approved at the beginning of the project, unless otherwise permitted during a project by Corrections.
19. The Contractor shall not leave clothing unattended, including hats and sunglasses.

5. PARKING

The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee.

6. TRAINING

The Contractor shall provide training for maintenance personnel on HVAC and related equipment system maintenance referenced on this contract. The Contractor shall provide training on existing equipment and new equipment which may be placed in service during the term of the contract. Training shall include troubleshooting repair and maintenance of equipment. Water treatment training shall include chemical testing, application, and control of the treatment program.

7. SPECIFICATIONS: PREVENTATIVE MAINTANCE REQUIREMENTS

General Preventative Maintenance Requirements

- a. All annual PM's shall be completed per Attachment #1.

- b. Contractor shall be required to pick up filters at the County warehouse located in each district. Used filters shall be removed from mechanical rooms and rooftops and disposed of properly.
- c. When de-energizing for servicing, all energy sources shall be secured, locked and tagged-out in accordance with the latest OSHA requirements.
- d. All materials, equipment, and tools shall be provided by the Contractor and made available at the site prior to start of work.
- e. The Contractor shall pull compressor oil samples for spectroscopic analysis and indicate what third party laboratory will perform the analysis.
- f. Contractors shall adhere to County's PM schedule. No changes shall be allowed without prior authorization by the County in writing.
- g. All of the manufacturer's most recent recommendations for preventative maintenance shall be followed. The Contractor shall obtain the most recent manufacturer's recommendations.
- h. The Contractor shall notify the Contract Administrator in writing of any and all discrepancies between the procedures set out herein and the manufacturer's specific procedures and requirements.
- i. The Contractor shall protect existing warranties and follow manufacturer's recommendations during the warranty period while performing preventative maintenance activities.
- j. If during an inspection a condition is discovered that would require an emergency repair, the Contractor shall immediately notify the District Representative. The Contractor shall notify the Contract Administrator in writing no later than 24 hours of when an emergency is identified. The Contractor shall consult with the District Representative as outlined herein to schedule all requested repair.
- k. Contractor shall provide reports to County within three (3) working days following completion of PM. All reports shall be a detailed written report of all reported deficiencies, readings, logs notes and all other applicable findings.
- l. Contractor shall meet monthly with District Representative to review reports and operating procedures. Additional meetings are as requested by District Representative.

1. Centrifugal Chillers Preventative Maintenance

Quarterly Services: Centrifugal Chillers: (OC/CTV-230)

- a. Check the general operation of the unit.
- b. Inspect for refrigerant leaks and report results.

- c. Log the operating temperatures, pressures, voltages, and amperages.
- d. Check the operation of the purge unit and report deficiencies.
- e. Check the operation of the control circuit and report deficiencies.
- f. Check the operation of the lubrication system and report deficiencies.

Lubrication System:

- 1. Pull oil sample for spectroscopic analysis.
- 2. Check oil for acid content and discoloration. Make recommendations to the County Representative based on the results of the test.
- 3. The Contractor shall prepare a trend report summarizing the last sample and all other available samples, to be submitted following each sample taken. The report shall include a graph of data visually depicting trends in oil condition and content.
- 4. Measure and record the oil pump voltage and amperage.
- 5. Verify the operation of the oil heater. Measure amps and compare readings with the watt rating of the heater.
- 6. Change the oil filter.
- 7. Check compressor oil level and/or pressure on refrigerant systems having oil level and/or pressure measurement means. Report any deficiencies
- g. Check the operation of the motor and starter and report deficiencies.
- h. Check tightness of the motor terminal connections at the Load and Line side and report deficiencies. Tighten connections as needed. Check the torque specifications.
- i. Record temperatures using infrared technology.
- j. Analyze the recorded data. Compare the data to the original design conditions.
- k. Review operating procedures with operating personnel.

Annual Services: Chillers: (OC/CTV-210)

All quarterly services listed above, plus:

- a. General Assembly
 1. Check and record refrigerant system level pressures and temperatures.
 2. Inspect for proper fluid flow and fluid leaks and report findings.
 - (a). The refrigerant level should be correct before starting the leak check. To prevent unnecessary venting of refrigerant, EPA-recommended methods (e.g. hot water and/or electric blankets) shall be used to pressurize the vessels.
 - (b). In order to use EPA-recommended methods, certain conditions shall be met:

The isolation valves on the chilled water and condenser water lines shall shut off the circulation completely.

The temperature of the equipment room should be 70°F or higher.

Access connections to the condenser water and chilled water circuits shall be provided (customer's responsibility). If these conditions cannot be met, the refrigerant be removed and the vessel pressurized, using dry nitrogen and a trace gas. This additional procedure is outside the scope of this agreement.
 3. Calculate and report refrigerant loss.
 4. Replace refrigerant drier core.
 5. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed release valves. Replace any leaking valve.
 6. Repair minor leaks as required (e.g. valve packing and flare nuts).
 7. Open both ends of the condenser barrel and brush/punch condenser tubes for cleanliness.
 8. Visually inspect condenser tubes for cleanliness.

9. Check vanes for free and smooth operation and report deficiencies.
10. Check mechanical linkages for wear and report deficiencies.
11. Perform vibration analysis by a certified technician and provide detailed written report on results with recommendations.
12. Clean and inspect strainer(s) if applicable.

b. Purge

1. Check purge unit controls for proper operation.
2. Check and clean purge drum as required, per manufacturer's recommendations.
3. Clean the condenser coil.
4. Check for evidence of build up or fouling on the heat exchange surfaces. Restore as needed to ensure proper operation
5. Clean strainers or replace filters as required per manufacturer's recommendations.
6. Check the purge compressor assembly for leaks as required per manufacturer's recommendations.
7. Check the purge unit for proper operation and report deficiencies.

c. Controls and Safeties

1. Verify all settings in the electronic control panel.
2. Inspect the control panel for cleanliness. Clean as needed.
3. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connection as needed.
4. Verify the operation of the vane control system.
5. Verify the working condition of all indicator/alarm lights and LED/LCD displays.
6. Verify the operation of the oil sump temperature control device.

7. Test high condenser pressure safety device. Calibrate and record setting.
8. Test low evaporator temperature safety device. Calibrate and record setting.
9. Test low oil pressure safety device. Calibrate and record setting.
10. Test high motor temperature safety device. Calibrate and record.
11. Test operation of chilled water pump and condenser water pump starter auxiliary contacts.

d. Motor and Starter

Note: Downtown District chillers' starters and motors are 480V, with exception of Orange County Court House at 4160V.

1. Clean the starter and cabinet.
 2. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connections as needed.
 3. Check and calibrate overloads. Record trip times and trip amps.
 4. Check condition of the contacts for wear and pitting or other signs of damage and report deficiencies.
 5. Check contactors for free and smooth operation and report deficiencies.
 6. Check the mechanical linkages for wear, security, and clearances and report deficiencies.
 7. Meg the motor and record reading.
 8. Verify the operation of the electrical interlocks.
- e. Pull refrigerant sample for spectrographic analysis for moisture, using approved containers.

Chillers, Centrifugal (3 year cycle)
Eddy Current Testing – Evaporators and Condensers (OC/ECT-210)

- a. Brush and perform eddy current testing on all condenser and evaporator tubes with approach greater than two degree Fahrenheit prior to performing eddy current testing.
- b. Test shall include detection of various kinds of defects including inner/outer diameter (ID/OD) pitting, cracking, erosion, wall loss, inlet end erosion, vibration damage, and effect at supports, cracks at tube sheet expansion roll, wear, and erosion.
- c. Provide a detailed written report on condition of condenser/evaporator including any necessary repairs to owner.

2. Chillers, Reciprocating

Quarterly Reciprocating Chiller Services (OC/RCP-230)

- a. Check the general operation of the unit.
- b. Inspect for refrigerant leaks and report results. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed relief valves. Replace any leaking valve.
- c. Check condenser coils for damage or evidence of leaks (air cooled chillers). Clean condenser coils with a non-acid cleaner. Follow manufacturer instructions for application. Report any deficiencies.
- d. Log the operating temperatures, pressures, voltages, and amperages.
- e. Check the operation of the control circuit and report deficiencies.
- f. Check the operation of the lubrication system and report deficiencies.

Lubrication System:

1. Check compressor oil level and/or pressure on refrigerant systems having oil level and/or pressure measurement means. Adjust as needed.
2. Pull oil sample for spectrographic analysis. Test oil for acid content and discoloration. Make recommendations to County Representative based on the results of the test.

3. Prepare a trend report summarizing the last sample and all other available samples, to be submitted following each sample taken. The report shall include a graph of data visually depicting trend in oil condition and content.
 4. Verify the operation of the compressor case heater/oil heater. Measure and record amps and compare reading with the watt rating of the heater.
- g. Check the operation of the motor(s) and starter(s) and report deficiencies.
 - h. Check tightness of the motor terminal connections at the Load and Line side and report deficiencies. Tighten connections as needed. Check the torque specifications.
 - i. Record temperatures using infrared technology.
 - j. Analyze the recorded data. Compare the data to the original design conditions.

Annual Reciprocating Chiller Services (OC/RCP-210)

All quarterly services listed above, plus:

- a. General Assembly
 1. Inspects for proper fluid flow and fluid leaks and report results.
 2. Replace refrigerant drier core.
 3. Pull refrigerant sample for spectrographic analysis for contaminants (oil, water, acid), using approved containers.
 4. Calculate and report refrigerant loss rate.
 5. Repair minor leaks as required (e.g. valve packing, flare nuts).
 6. Visually inspect condenser coils for cleanliness.
 7. Inspect fan blades, housing, and belts for tension and cleanliness. Clean and adjust if applicable.
 8. Lubricate the condenser fan bearings, if applicable.
 9. Clean coils with a non-acid cleaner, follow manufacturer instructions for application.

10. Clean and inspect strainer(s) if applicable.

b. Controls and Safeties

1. Inspect the control panel for cleanliness and clean as needed.
2. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connections as needed.
3. Verify the working condition of all indicator/alarm lights, if applicable.
4. Test the low water temperature control device. Calibrate and record setting.
5. Test the low evaporator pressure safety device. Calibrate and record setting.
6. Test the oil pressure safety devices(s). Calibrate and record setting, if applicable.
7. Check programmed parameters of the unit interface control panel, if applicable.
8. Check and verify operation of compressor unloaders.

c. Motor and Starter

1. Clean the starter and cabinet
2. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connections as needed.
3. Check condition of the contacts for wear and pitting and other signs of damage and report deficiencies.
4. Check the contactors for free and smooth operation and report deficiencies.
5. Check and calibrate overloads. Record trip times and trip amps.
6. Meg the compressor motor(s) and record readings.
7. Verify the operation of the electrical interlocks.
8. Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

3. Air Cooled Screw Chillers

Quarterly Services (OC/ASC 130)

- a. Check general operation of the unit.
- b. Inspect for proper fluid flow and fluid leaks and report results. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed relief valves. Replace any leaking valve.
- c. Check condenser coils for damage or evidence of leaks, clean coils with non-acid cleaner, and follow manufacturer's instructions for application.
- d. Check the operation of the lubrication system and report deficiencies.

Lubrication System

1. Check compressor oil level and/or pressure or refrigerant systems having oil level and/or pressure measurement means. Report any deficiencies.
 2. Test oil for acid content and discoloration. Make recommendations to the County Representative based on results of test.
 3. Replace lube oil filter.
 4. Verify operation of crankcase oil heater. Measure amperage and compare to heater rating.
- e. Log operating temperatures, pressures, voltages, and amperage.
 - f. Check operation of the control circuit and report deficiencies.
 - g. Check operation of motor(s) and starter(s) and report deficiencies.
 - h. Check tightness of the motor terminal connections at the Load and Line side and report deficiencies. Tighten connections as needed. Check the torque specifications.
 - i. Record temperatures using infrared technology.
 - j. Analyze recorded data. Compare data to original design conditions.

Annual Services (OC/ASC 110):

All quarterly services listed above, plus:

a. General Assembly

1. Calculate and report refrigerant loss rate and report to County.
2. Repair minor leaks as required (e.g. valve packing, flare nuts).
3. Inspect fan blades, check fan housing and fan belt for tension.
4. Lubricate condenser fan bearings.

b. Controls and Safeties

1. Inspect control panel for cleanliness and clean as needed.
2. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connection as needed.
3. Verify working condition of all indicator/alarm lights, if applicable.
4. Test the low water temperature control device. Calibrate and record setting.
5. Test the low evaporator pressure safety device. Calibrate and record setting.
6. Test the low oil pressure safety device. Calibrate and record setting.
7. Check programmed parameters of the unit interface control panel if applicable.
8. Check and verify operation of compressor unloaders and electronic expansion valve.

c. Refrigerant

1. Pull refrigerant sample for spectrographic analysis. Check for moisture, contaminants, and etc. utilizing approved containers.
2. Replace refrigerant drier core.

d. Motor and Starter

1. Clean starter and cabinet.
2. Inspect wiring for tightness and signs of heating and discoloration and report deficiencies. Tighten connections as needed.
3. Check condition of contacts for wear and pitting or other signs of damage and report deficiencies.
4. Check contactors for free and smooth operation and report deficiencies.
5. Meg compressor motor(s) and record readings.
6. Verify operation of electrical interlocks and report deficiencies.
7. Measure voltage and record findings. Voltage should be nominal +/-10%.
8. Inspect, clean, and check variable frequency drive and bypass for proper operation, as applicable.

4. Cooling Towers

Quarterly Cooling Tower Services (OC/CLT-230)

- a. Check the general condition of the tower.
- b. Clean entire tower structure, i.e. basins, strainers (upper and lower), spray nozzles/eliminators, and tower casing.
- c. Verify proper water level in the basin.
- d. Verify proper operation of the water level control device.
- e. Verify smooth operation of the fan(s), motors and belts if applicable.
- f. Perform vibration sensor operation verification.
- g. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connections as needed. Check torque specifications.
- h. Record temperature using infrared technology.
- i. Verify proper operation of the bypass valve(s), if applicable.

- j. Mechanical:
 - 1. Inspect gear box for leaks and correct oil level.
 - 2. Inspect drive and coupling for condition and security.
 - 3. Inspect fan assembly for condition, security, and clearances (e.g. blade tip clearance).
 - 4. Check the sheaves and pulleys for wear and alignment if applicable. Adjust as necessary.
 - 5. Check the belts for tension, wear, cracks and glazing if applicable. Replace belts as necessary.

- h. Lubrication:
 - 1. Lubricate fan and motor bearings per manufacturer's recommendations.
 - 2. Check gear box oil level. Inspect gear box for leaks, correct deficiencies, clean gear box and replace oil.

Annual Cooling Tower Services (OC/CLT-210)

All quarterly services listed above, plus:

- a. General Assembly
 - a. Disassemble all screens and access panels for inspection.
 - b. Inspect the conditions of the slats, if applicable and report deficiencies.
 - c. Inspect the condition of the tower fill and report deficiencies.
 - d. Inspect the condition of the support structure, including structural fasteners (screw, bolts, etc.) and report deficiencies.
 - e. Inspect the condition of the basins (upper and lower) and/or spray nozzles and report deficiencies.
 - f. Check fan belts for tension, blades, and housing. Clean and replace fan belts as applicable.

b. Motor and Starter

1. Clean the starter and cabinet.
2. Check condition of the contacts for wear and pitting or other signs or damage and report deficiencies.
3. Check contactor(s) relays, and operating safety controls for free and smooth operation and report deficiencies.
4. Check and record motor voltage and current.
5. Meg the motor and record reading.
6. Check the condition and operation of the basin heater contactor(s), as applicable.

5. Humidifiers

Annual Humidifier Services (OC/HUM-210)

- a. Disassemble and clean water strainer.
- b. Check drain solenoid valve for proper operation. Verify valve is not constantly draining.
- c. Check the fill solenoid valve for proper operation.
- d. Check for fouling, corrosion, or degradation, and report deficiencies.
- e. Visually inspect distributors, drain pans, and other areas of moisture accumulation for biological growth. Clean and disinfected as needed.
- f. Calibrate all controls.
- g. Inspect steam hose and piping for deterioration and restrictions.
- h. Inspect all electrical connections for tightness and signs of overheating.
- i. Inspect steam cylinder for discoloration and sediment buildup.
- j. Check steam cylinder for installation date. Replace per manufacture's recommendations.
- k. Cycle humidifier ON to check humidifier operation and steam production.

6. Pumps and Pump Motors

Quarterly Pump & Motor Inspection and Testing (OC/PMP-111)

- a. Verify smooth operation of the pump.
- b. Check motor and pump alignment. Re-align as necessary.
- c. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connections as needed. Check torque specifications.
- d. Record temperature using infrared technology.
- e. Check and record suction and discharge pressures.
- f. Exercise suction and discharge valves.
- g. Check valves and piping for leaks and report deficiencies.
- h. Check for leaks on the mechanical pump seals, if applicable.
- i. Verify proper drip rate on the pump seal packing, if applicable.
- j. Check for loose or frayed electrical connections and report deficiencies.
- k. Check motor voltage and current. Record readings.
- l. Inspect the coupling for wear.
- m. Lubrication
 1. Lubricate the motor bearings as necessary.
 2. Lubricate the pump bearings as necessary.

Annual Pump & Motor Inspection and Testing (OC/PMP-110)

Complete all quarterly services, plus:

- a. General Assembly
 1. Check motor shaft and pump shaft and pump drive for wear or problems due to poor alignment or poor bearing seating. Report any deficiencies.
 2. Instrument check for pump alignment by either dial indicator or laser alignment and report deficiencies.

3. Verify that the shaft guard is in place and tight, if applicable.
4. Verify water flow through the pump.
5. Clean and inspect strainer(s) if applicable.
6. Check insulation, vibration isolators, and flexible connectors for integrity.

b. Motor and Starter

1. Clean the starter and cabinet.
2. Meg the motor. Record readings.
3. Check the condition of the contacts for wear and pitting or other signs of damage, if applicable. Report any deficiencies.
4. Check the contactors for free and smooth operation.
5. Verify proper volts and amps. Record readings.
6. Check and calibrate overloads. Record trip times and trip amps.

7. Water Treatment

a. Covered systems and equipment

This scope of services covers all condenser water (“open loop”) systems, and all cooling chilled water (“closed loop”) systems. The treatment program is designed to control; a) biological growth in the evaporative cooling systems; b) corrosion of, and deposition onto, the metal portions of the evaporative cooling systems; and c) corrosion of metal in the closed water systems.

b. General Description

The work to be performed is to supply all water treatment chemicals, as required, for the length of the contract; provide all the professional consultant services associated with the water treatment program and provide all necessary testing, supplies, reagents and apparatus which are a prerequisite to any recommendations of treatment. This includes; delivery to the site all of the chemicals required for treatment; the necessary service calls, including on-site and laboratory water analysis, to determine the required treatment; and inspection and adjustment of automatic chemical feed

equipment to ensure the recommended treatment is achieving the required results.

Chemicals to be used:

1. Scale and corrosion inhibitors shall be of a dual purpose in that they control both scale and corrosion.
2. Organic dispersant shall be a liquid incorporated into the cooling tower program to provide for maximum heat transfer efficiency.
3. Tower biocides (EPA registered biocides) shall be used to control biologicals in the open loop systems.
4. Closed system treatment (hot or cold water) shall be adequately treated for corrosion control with due consideration for scale control. The treatment shall protect ferrous metals from rust or corrosion. System chemistry specifications shall be per industry standards and provided to the County during the first thirty (30) days of contract.
5. All chemicals used shall be compatible with the other chemicals used in the same system, meet all Federal and State regulations concerning its shipment and use, and covered by a Material Safety Data Sheet (MSDS) provided to the County prior to or concurrent with receipt on site. Chemicals shall be stored in/over appropriate spill containment devices.

c. Performance specification

The water treatment shall prevent the buildup of scale or algae, and adherent mineral deposits, on the heat transfer section of the equipment being treated. Once the systems are cleaned and inspected, and Contractor and County agree on the conditions relative to the start of the program, should the equipment become scaled when the chemicals are being applied as recommended, as determined by the County or the County's representative, the Contractor shall furnish the chemicals and labor necessary to descale equipment promptly, at no additional cost to County. More specifically:

1. Sufficient scale inhibitor shall be applied to prevent calcium carbonate or calcium phosphate scale.
2. Specific deposit control agents shall be applied to prevent and minimize suspended scale deposition on the chillers.

3. The total colony forming units (CFU) of LDB in the cooling tower water system shall never exceed 100 organisms per milliliter per the Occupational Safety & Health Administration (OSHA) Section II: E. Water Sampling Guidelines. Test cooling tower water samples for levels of Legionnaires' disease bacteria (LDB) monthly per OSHA Section II: A. Cooling Tower, Evaporative Condensers, and Fluid Coolers. Follow the Association of Water Technologies (AWT) action plan for cooling tower operations to reduce the CFU count to less than 10 per milliliter.
4. Algae growth shall be minimized and no heavy accumulations of algae shall exist in condenser water system.
5. Closed system inhibitor program shall provide both corrosion and scale control.

The Contractor shall:

Furnish the test reagents, kits and equipment as required, to allow the following tests to be run by County's personnel at no cost for duration of the Contract.

- a. pH
- b. Conductivity
- c. Inhibitor Residual
- d. Nitrite

Provide all necessary log forms to record daily tests and measurements by County's personnel. Log forms shall list dates of inspections and cleanings, water-quality test results, LDB outbreak investigations, and maintenance.

Provide MSDS's for all chemicals anticipated to be used.

Provide racks and corrosion coupons of mild steel and copper for corrosion control program.

- d. Corrosion Control

The Contractor shall install corrosion coupon racks in those systems not presently equipped for corrosion coupon studies. Existing corrosion coupon racks shall be examined by the Contractor to ascertain their proper installation. Any corrosion coupon rack(s) believed by the Contractor to be not properly installed shall be reported to the appropriate

District Maintenance Supervisor or designated representative for examination and correction if necessary.

The Contractor shall install, remove and submit to an independent laboratory, corrosion coupons. The laboratory results/analysis shall be reviewed with the District Maintenance Supervisor or his designated representative.

The intent of this water treatment program is to prevent the buildup of adherent mineral deposits on the heat transfer surfaces of the equipment being treated, however periodic descaling with inhibited acids will not be considered as meeting this specification and shall not be used. Any use of inhibited acids may result in immediate termination.

Monthly Services (Open Loop Systems) (OC/WT-230)

1. Review owner-maintained logs of daily operational checks and readings.
2. Review the previous service visit reports to determine developing difficulties or trends.
3. Inventory all treatment chemicals, test reagents, and kits and reorder as necessary.
4. Instruct County's personnel in any subsequent changes/adjustments required prior to next monthly visit.
5. Note any conditions that could harm the equipment that are mechanical in nature and need to be addressed and report to County's representative and Contractor's maintenance supervisor.
6. Provide a written service visit report to County's representative and discuss any changes or questions prior to leaving the site.
 - a. Check the chemicals in the feed tank and adjust as required.
 - b. Check dissolved solids content in the water.
 - c. Check the pH of the water being treated.
 - d. Check the bleed rate.
 - e. Check the chemical content in the system being treated.
 - f. Check the conductivity controller operation.

- g. Adjust the chemical feed pump as required.
 - h. Check for algae.
7. Provide information on all test procedures used (after initially provided, provide only additions, changes, or deletions).
 8. Remove all empty chemical drums and pails.

Annual Services (Open Loop System) (OC/WT-210)

1. Clean the chemical feed pump suction strainer.
2. Disassemble and clean the bleed line strainer.
3. Disassemble and clean the flow-through sensor.
4. Disassemble and clean the check valve assembly.
5. Disassemble and clean the check valve assembly.
6. Check chemicals in the feed tank and adjust as required.
7. Check dissolved solids content in the water.
8. Check the pH of the water being treated.
9. Check the bleed rate.
10. Check the chemical content in the system being treated.
11. Verify proper operation of the conductivity control device.
12. Adjust the chemical feed pump as required.
13. Check for algae.
14. Add chemicals as required (chemicals included).
15. Check for scale and corrosion.
16. Test corrosion coupons by independent laboratory. Provide detailed written report with findings and corrective actions if required.

Semi-Annual Services (Closed Loop Systems) (OC/WT-240)

1. Check the chemical content in the system being treated.
2. Add chemicals as required (chemicals included)

EXCEPTION: Chemicals shall not be included if there has been a major water leak in the system.

8. Air Handling Units

Quarterly AHU Services

- a. Check the general operation of the unit.
- b. Inspect the unit for cleanliness.
- c. Inspect the wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. This includes wiring to the electric heat, if applicable. Tighten connections as needed. Check torque specifications.
- d. Record temperature using infrared technology.
- e. Lubrication
 1. Lubricate the fan shaft bearings, if applicable.
 2. Lubricate the motor bearings, if applicable.

Annual AHU Services (OC/AHU-110)

All quarterly services plus:

- a. General Assembly
 1. Inspect the fan wheel and shaft for wear and clearance.
 2. Inspect fan blades, housing, and belts for tension. Tighten as needed.
 3. Check the sheaves and pulleys for wear and alignment.
 4. Check air filter fit and housing seal integrity. Correct as needed.
 5. Check control box for dirt, debris and/or loose terminations. Clean and tightened as needed.

6. Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish on equipment.
 7. Replace air handler belts.
 8. Verify tight bolts, set screws, and locking collars. Tighten as needed. Report any deficiencies.
 9. Check drain pan, drain line, and coil for biological growth. Clean as needed and clean condensate drain pan and add correctly sized time released algae control pan strips.
 10. Clean and verify proper operation of the condensate drain.
 11. Clean coils with a non-acid cleaner. Follow manufacturer instructions for application. Self rinsing coil cleaners are not acceptable and shall not be used.
 12. Verify proper operation of the spray pump, if applicable.
 13. Verify smooth fan operation.
 14. Log operating conditions after system has stabilized.
 15. Clean and inspect chilled water strainer if applicable.
 16. Check for proper damper operation, plus any automatic valves and turning vanes.
- b. Electric heater internal/duct heater external, if applicable.
1. Inspect the wiring and connections for tightness and signs of overheating and discoloration and report deficiencies. Tighten connections as needed.
 2. Inspect heater elements to be sure element is free of dirt and foreign matter and report deficiencies.
 3. Check the thermal cutout safeties on electric heaters, if applicable.
 4. Check the heater step/stage controller for proper operations, if applicable.

5. Cycle heater and verify all heater elements are operational by recording amperage draw. Record deficiencies.

c. Motor and Starter

1. Clean the starter and cabinet
2. Check the condition of the contacts for wear and pitting or other signs of damage. Report any deficiencies.
3. Check the contactors for free and smooth operation.
5. Meg the motor and record readings.

9. Variable Frequency Drive

Quarterly Maintenance

- a. Check drive for overall condition of unit and for proper operation.
- b. Check for unusual noise and vibration and report findings.
- c. Remove all dirt and dust that has penetrated the interior or accumulated on the processor boards.
- d. Check with County representative for operation deficiencies.
- e. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies.

Annual Maintenance (OC/MS-130)

- a. Record and report abnormal conditions, measurements taken, etc.
- b. Review customer logs with the customer for operational problems and trends.
- c. Clean the heat sink.
- d. Inspect wiring and connections for tightness and signs of overheating and discoloration and report deficiencies.
- e. Visually inspect panel for loose or damaged parts or wiring; also check for any accumulation of dirt and/or moisture.
- f. Verify proper operation of the unit and report deficiencies.
- g. Verify proper DC bus voltage.

- h. Inspect, clean and verify operation of ventilation fans.
- i. Review programming (time-outs, delays, auto resets, etc)

10 Refrigerant Monitor System

Annual Maintenance - Refrigerant Monitor System (OC/RM-110)

- a. Calibration shall be performed by qualified technician familiar with the instrument and its operation.
- b. Perform calibration of monitor per manufacturer's calibration procedure.
- c. Provide detailed written report of recorded calibrations readings referencing manufacturer's standards.
- d. Check sampling ports lines for blockage and replace inlet filters is needed.
- e. Test for proper operation and verify alarms are functioning.
- f. Review control panel for proper operation and recorded fault histories.
- g. Review operational deficiencies with County Representative.

**Y15-1073-ZM
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
BID RESPONSE FORM**

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

LOT A – DOWNTOWN DISTRICT BUILDINGS

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS	TOTAL FREQUENCY	UNIT PRICE EACH SERVICE	TOTAL ANNUAL BID
Internal Operations Centre I						
1	Chiller	Annual	1	x	1	x _____ = _____
2	Chiller	Quarterly	1	x	3	x _____ = _____
3	Pump	Annual	4	x	1	x _____ = _____
4	Pump	Quarterly	4	x	3	x _____ = _____
5	Air Handlers	Annual	6	x	1	x _____ = _____
6	Variable Frequency Drive	Annual	8	x	1	x _____ = _____
7	Water Treatment	Semi-Annual	1	x	2	x _____ = _____
INTERNAL OPERATIONS CENTRE I, PM SERVICES TOTAL (LINES 1-7)						_____

Company Name

LOT A – DOWNTOWN DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Internal Operations Centre II									
8	Chiller	Annual	1	x	1	x	_____	=	_____
9	Chiller	Quarterly	1	x	3	x	_____	=	_____
10	Pump	Annual	4	x	1	x	_____	=	_____
11	Pump	Quarterly	4	x	3	x	_____	=	_____
12	Air Handlers	Annual	2	x	1	x	_____	=	_____
13	Variable Frequency Drive	Annual	4	x	1	x	_____	=	_____
14	Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____

INTERNAL OPERATIONS CENTRE II, PM SERVICES TOTAL, (LINES 8-14)

Company Name

LOT A – DOWNTOWN DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY	UNIT PRICE EACH SERVICE	TOTAL ANNUAL BID
Administration Center							
15	Chiller	Every Three Years	3	x	1	x _____ = _____	
16	Chiller	Annual	3	x	1	x _____ = _____	
17	Chiller	Quarterly	3	x	3	x _____ = _____	
18	Cooling Tower	Annual	2	x	1	x _____ = _____	
19	Cooling Tower	Quarterly	2	x	3	x _____ = _____	
20	Pump	Annual	10	x	1	x _____ = _____	
21	Pump	Quarterly	10	x	3	x _____ = _____	
22	Air Handlers	Annual	17	x	1	x _____ = _____	
23	Variable Frequency Drive	Annual	17	x	1	x _____ = _____	
24	Refrigerant Monitor	Annual	1	x	1	x _____ = _____	
25	Closed Loop Water Treatment	Semi-Annual	1	x	2	x _____ = _____	
26	Open Loop Water Treatment	Annual	1	x	1	x _____ = _____	
27	Open Loop Water Treatment	Monthly	1	x	11	x _____ = _____	

ADMINISTRATION CENTER, PM SERVICES TOTAL (LINES 15-27)

Company Name

LOT A – DOWNTOWN DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY	UNIT PRICE EACH SERVICE	TOTAL ANNUAL BID
Regional History Center							
28	Mc Quay Chiller	Every Three Years	1	x	1	x _____	= _____
29	Mc Quay Chiller	Annual	1	x	1	x _____	= _____
30	Mc Quay Chiller	Quarterly	1	x	3	x _____	= _____
31	Trane Chiller	Annual	1	x	1	x _____	= _____
32	Trane Chiller	Quarterly	1	x	3	x _____	= _____
33	Cooling Tower	Annual	1	x	1	x _____	= _____
34	Cooling Tower	Quarterly	1	x	3	x _____	= _____
35	Pump	Annual	6		1	x _____	= _____
36	Pump	Quarterly	6	x	3	x _____	= _____
37	Air Handlers	Annual	8	x	1	x _____	= _____
38	Computer Room Unit	Annual	10	x	1	x _____	= _____
39	Variable Frequency Drive	Annual	7	x	1	x _____	= _____
40	Humidifiers	Annual	7	x	1	x _____	= _____
41	Refrigerant Monitor	Annual	1	x	1	x _____	= _____
42	Closed Loop Water Treatment	Semi-Annual	2	x	2	x _____	= _____
43	Open Loop Water Treatment	Annual	1	x	1	x _____	= _____
44	Open Loop Water Treatment	Monthly	1	x	11	x _____	= _____

REGIONAL HISTORY CENTER, PM SERVICES TOTAL (LINES 28-44)

Company Name

LOT A – DOWNTOWN DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Orange County Courthouse Complex									
45	Chiller	Every Three Years	3	x	1	x	_____	=	_____
46	Chiller	Annual	3	x	1	x	_____	=	_____
47	Chiller	Quarterly	3	x	3	x	_____	=	_____
48	Cooling Tower	Annual	2	x	1	x	_____	=	_____
49	Cooling Tower	Quarterly	2	x	3	x	_____	=	_____
50	Pump	Annual	9	x	1	x	_____	=	_____
51	Pump	Quarterly	9	x	3	x	_____	=	_____
52	Air Handlers	Annual	77	x	1	x	_____	=	_____
53	Computer Room Unit	Annual	8	x	1	x	_____	=	_____
54	Variable Frequency Drive	Annual	62	x	1	x	_____	=	_____
55	Refrigerant Monitor	Annual	1	x	1	x	_____	=	_____
56	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____
57	Open Loop Water Treatment	Annual	1	x	1	x	_____	=	_____
58	Open Loop Water Treatment	Monthly	1	x	11	x	_____	=	_____

ORANGE COUNTY COURTHOUSE COMPLEX, PM SERVICES TOTAL (LINES 45-58)

TOTAL ESTIMATED BID – LOT A (LINES 1-58)

Company Name

LOT B – 33RD STREET BUILDINGS

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS	TOTAL FREQUENCY	UNIT PRICE EACH SERVICE	TOTAL ANNUAL BID
Central Energy Plant #1						
59	Chiller	Every Three Years	3	x 1	x _____ = _____	
60	Chiller	Annual	3	x 1	x _____ = _____	
61	Chiller	Quarterly	3	x 3	x _____ = _____	
62	Pumps	Annual	13	x 1	x _____ = _____	
63	Pumps	Quarterly	13	x 3	x _____ = _____	
64	Variable Frequency Drives	Annual	7	x 1	x _____ = _____	
65	Refrigerant Monitor	Annual	3	x 1	x _____ = _____	
66	Cooling Towers	Annual	3	x 1	x _____ = _____	
67	Cooling Towers	Quarterly	3	x 3	x _____ = _____	
68	Closed Loop Water Treatment	Semi-Annual	1	x 2	x _____ = _____	
69	Open Loop Water Treatment	Annual	3	x 1	x _____ = _____	
70	Open Loop Water Treatment	Monthly	3	x 11	x _____ = _____	
CENTRAL ENERGY PLANT #1, PM SERVICE TOTAL (LINES 59-70)						_____

Company Name

LOT B – 33RD STREET BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS	TOTAL FREQUENCY	UNIT PRICE EACH SERVICE	TOTAL ANNUAL BID
Central Energy Plant #2 : Total Bid-Central Energy for FDC and BRC						
71	Chiller	Every Three Years	3	x 1	x _____ = _____	
72	Chiller	Annual	3	x 1	x _____ = _____	
73	Chiller	Quarterly	3	x 3	x _____ = _____	
74	Pumps	Annual	6	x 1	x _____ = _____	
75	Pumps	Quarterly	6	x 3	x _____ = _____	
76	Refrigerant Monitor	Annual	3	x 1	x _____ = _____	
77	Cooling Towers	Annual	3	x 1	x _____ = _____	
78	Cooling Towers Closed Loop Water	Quarterly	3	x 3	x _____ = _____	
79	Treatment	Semi-Annual	1	x 2	x _____ = _____	
80	Open Loop Water Treatment	Annual	3	x 1	x _____ = _____	
81	Open Loop Water Treatment	Monthly	3	x 11	x _____ = _____	
CENTRAL ENERGY PLANT #2 : CENTRAL ENERGY FOR FDC AND BRC PM SERVICE TOTAL (LINES 71-81)						_____

Company Name

LOT B – 33RD STREET BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Female Detention Center									
82	Pumps	Annual	2	x	1	x	_____	=	_____
83	Pumps	Quarterly	2	x	3	x	_____	=	_____
84	Variable Frequency Drive	Annual	2	x	1	x	_____	=	_____

FEMALE DETENTION CENTER PM SERVICE TOTAL (LINES 82-84)

Phoenix Building

85	Chiller	Annual	2	x	1	x	_____	=	_____
86	Chiller	Quarterly	2	x	3	x	_____	=	_____
87	Pumps	Annual	2	x	1	x	_____	=	_____
88	Pumps	Quarterly	2	x	3	x	_____	=	_____
89	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____

PHOENIX BUILDING PM SERVICE TOTAL (LINES 85-89)

Company Name

LOT B – 33RD STREET BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Booking and Release Center									
90	Pumps	Annual	2	x	1	x	_____	=	_____
91	Pumps	Quarterly	2	x	3	x	_____	=	_____
92	Variable Frequency Drives	Annual	2	x	1	x	_____	=	_____
BOOKING AND RELEASE CENTER PM SERVICE TOTAL (LINES 90-92)									_____

B Building

93	Chiller	Annual	1	x	1	x	_____	=	_____
94	Chiller	Quarterly	1	x	3	x	_____	=	_____
95	Pumps	Annual	2	x	1	x	_____	=	_____
96	Pumps	Quarterly	2	x	3	x	_____	=	_____
97	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____
B BUILDING PM SERVICE TOTAL (LINES 93-97)									_____

Company Name

LOT B – 33RD STREET BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	TOTAL ANNUAL BID
Cassady Building								
98	Chiller	Annual	1	x	1	x	_____	= _____
99	Chiller	Quarterly	1	x	3	x	_____	= _____
100	Pumps	Annual	2	x	1	x	_____	= _____
101	Pumps	Quarterly	2	x	3	x	_____	= _____
102	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	= _____
CASSADY BUILDING PM SERVICE TOTAL (LINES 98-102)								_____
Sheriffs Sector IV								
103	Chiller	Annual	1	x	1	x	_____	= _____
104	Chiller	Quarterly	1	x	3	x	_____	= _____
105	Pumps	Annual	2	x	1	x	_____	= _____
106	Pumps	Quarterly	2	x	3	x	_____	= _____
107	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	= _____
SHERIFFS SECTOR IV PM SERVICE TOTAL (LINES 103-107)								_____
TOTAL ESTIMATED BID – LOT B (LINES 59-107)								_____

Company Name

LOT C – CENTRAL & EAST DISTRICT BUILDINGS

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Public Works #2, 4200 S. John Young, Orlando									
108	Chiller	Annual	2	x	1	x	_____	=	_____
109	Chiller	Quarterly	2	x	3	x	_____	=	_____
110	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____

PUBLIC WORKS #2, PM SERVICE TOTAL (LINES 108-110) _____

Work Release, 130 W. Oakridge Rd.

111	Chiller	Annual	1	x	1	x	_____	=	_____
112	Chiller	Quarterly	3	x	3	x	_____	=	_____
113	Water Treatment Closed Loop	Semi-Annual	2	x	2	x	_____	=	_____

WORK RELEASE PM SERVICE TOTAL (LINES 111-113) _____

Company Name

LOT C – CENTRAL & EAST DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Medical Examiner 2353 E. Michigan Orlando									
114	Chiller	Annual	2	x	1	x	_____	=	_____
115	Chiller	Quarterly	2	x	3	x	_____	=	_____
116	Water Treatment Closed Loop	Semi-Annual	2	x	2	x	_____	=	_____

2353 E. MICHIGAN ORLANDO PM SERVICE TOTAL (LINES 114-116)

Mable Butler, 2100 E. Michigan, Orlando

117	Chiller	Annual	1	x	1	x	_____	=	_____
118	Chiller	Quarterly	1	x	3	x	_____	=	_____
119	Water Treatment Closed Loop	Semi-Annual	1	x	2	x	_____	=	_____

MABLE BUTLER PM SERVICE TOTAL (LINES 117-119)

Company Name

LOT C – CENTRAL & EAST DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Juvenile Justice Center, 2000 E. Michigan, Orlando									
120	Chiller	Annual	2	x	1	x	_____	=	_____
121	Chiller	Quarterly	2	x	3	x	_____	=	_____
122	Water Treatment Closed Loop	Semi-Annual	1	x	2	x	_____	=	_____
JUVENILE JUSTICE CENTER PM SERVICE TOTAL (LINES 120-122)									_____

Health Department 832 W. Central Blvd, Orlando

123	Chiller	Annual	2	x	1	x	_____	=	_____
124	Chiller	Quarterly	2	x	3	x	_____	=	_____
125	Water Treatment Closed Loop	Semi-Annual	2	x	2	x	_____	=	_____
HEALTH DEPARTMENT PM SERVICE TOTAL (LINES 123-125)									_____

Company Name

LOT C – CENTRAL DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Sheriff Central Complex									
126	Chiller	Annual	2	x	1	x	_____	=	_____
127	Chiller	Quarterly	2	x	3	x	_____	=	_____
SHERIFF CENTRAL COMPLEX PM SERVICE TOTAL (LINES 126-127)									_____
TOTAL ESTIMATED BID – LOT C (LINES 108-127)									_____

LOT D – EAST AND WEST DISTRICT BUILDINGS

Renaissance Senior Center PM Services									
128	Chiller	Annual	1	x	1	x	_____	=	_____
129	Chiller	Quarterly	1	x	3	x	_____	=	_____
130	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____
RENAISSANCE SENIOR CENTER PM SERVICE TOTAL (LINES 128-130)									_____

Company Name

LOT D – EAST AND WEST DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
Bithlo Community Center PM									
131	Chiller	Annual	1	x	1	x	_____	=	_____
132	Chiller	Quarterly	1	x	3	x	_____	=	_____
133	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____

BITHLO COMMUNITY CENTER PM SERVICE TOTAL (LINES 131-133) _____

Meadow Woods Magic Gym

134	Chiller	Annual	2	x	1	x	_____	=	_____
135	Chiller	Quarterly	2	x	3	x	_____	=	_____
136	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____

MEADOW WOODS MAGIC GYM TOTAL (LINES 134-136) _____

Company Name

LOT D – EAST AND WEST DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
South Econ Magic Gym									
137	Chiller	Annual	2	x	1	x	_____	=	_____
138	Chiller	Quarterly	2	x	3	x	_____	=	_____
139	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____
SOUTH ECON MAGIC GYM TOTAL (LINES 137-139)									_____
Apopka Service Center									
140	Chiller	Annual	1	x	1	x	_____	=	_____
141	Chiller	Quarterly	1	x	3	x	_____	=	_____
142	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____
APOPKA SERVICE CENTER TOTAL (LINES 140-142)									_____
Ocoee Service Center									
143	Chiller	Annual	1	x	1	x	_____	=	_____
144	Chiller	Quarterly	1	x	3	x	_____	=	_____
145	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____
OCOEE SERVICE CENTER TOTAL (LINES 143-145)									_____

Company Name

LOT D – EAST AND WEST DISTRICT BUILDINGS, CONTINUED

ITEM #	DESCRIPTION	PM FREQUENCY	UNITS		TOTAL FREQUENCY		UNIT PRICE EACH SERVICE	=	TOTAL ANNUAL BID
West Orange Magic Gym									
146	Chiller	Annual	2	x	1	x	_____	=	_____
147	Chiller	Quarterly	2	x	3	x	_____	=	_____
148	Closed Loop Water Treatment	Semi-Annual	1	x	2	x	_____	=	_____

WEST ORANGE MAGIC GYM TOTAL (LINES 146-148) _____

TOTAL ESTIMATED BID – LOT D (LINES 128-148)

LOT E - PARTS AND REPAIR FOR LOTS A - D

ITEM#	DESCRIPTION	UNIT PRICE		NUMBER OF HOURS	=	TOTAL ANNUAL BID
149	On-Call Repairs (Standard Work Hours)	_____	X	2250/hrs	=	_____
150	On-Call Repairs (Non-Standard Work Hours)	_____	X	1450/hrs	=	_____
151	TRAINING	_____	X	20/hrs		_____
152	Parts at cost (invoice or pricelist documentation required)					<u>\$20,000</u>

TOTAL ESTIMATED BID – LOT D (LINES 149-152) _____

Company Name

**Y15-1073-ZM
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
BID RESPONSE FORM**

TOTAL ESTIMATED BID LOTS, A, B, C, D (LINES 1-152) \$ _____ / ANNUAL

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.

Inquiries regarding this Invitation for Bids may be directed to Zulay Millan, Senior Purchasing Agent, at zulay.millan@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. Y15-1073-ZM

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.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

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.Y15-1073-ZM

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.Y15-1073-ZM** 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:

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

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:

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

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.

(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
		TOTAL EXPENDED THIS REPORT	\$

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).

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

INSURED 2. Name of Insured Street Address City, State, Zip	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	ACQU INSR	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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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.

CERTIFICATE HOLDER 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 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/EXPIRA TJON 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)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
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 nd 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

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

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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, 2nd FLOOR
ORLANDO, FL 32801

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

The 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.

**ATTACHMENT #1 -
SCHEDULE OF WORK - PERFORMANCE HOURS AND PM SCOPE OF SERVICES**

DOWNTOWN DISTRICT

BUILDING	EQUIPMENT QUANTITY	EQUIPMENT TYPE	PM TYPE	BID SHEET ITEM #	SERVICE DURING NORMAL WORKING HOURS	PM REFERENCE *	ANNUAL PM DATE
INTERNAL OPERATIONS CENTRE I	1	CHILLER	A	1	NO	OC/ASC 110	NOV
			Q	2	YES	OC/ASC 130	N/A
	4	PUMP	A	3	YES	OC/PMP-110	NOV
			Q	4	YES	OC/PMP-111	N/A
	6	AIR HANDLERS	A	5	NO	OC/AHU-110	DEC
	8	VARIABLE FREQUENCY DRIVE	A	6	NO	OC/MSC-130	DEC
	1	WATER TREATMENT	SA	7	YES	OC/WT-240	N/A
INTERNAL OPERATIONS CENTRE II.	1	CHILLER	A	8	NO	OC/ASC 110	NOV
			Q	9	YES	OC/ASC 130	N/A
	4	PUMP	A	10	YES	OC/PMP-110	NOV
			Q	11	YES	OC/PMP-111	N/A
	2	AIR HANDLERS	A	12	NO	OC/AHU-110	NOV
	4	VARIABLE FREQUENCY DRIVE	A	13	YES	OC/MSC-130	NOV
	1	WATER TREATMENT	SA	14	YES	OC/WT-240	N/A
ORANGE COUNTY ADMINISTRATION CENTER	3	CHILLER	Every 3 years	15	NO	OC/ECT-210	Nov-12
			A	16	NO	OC/RCP-210	NOV
			Q	17	YES	OC/RCP-230	N/A
	2	COOLING TOWER	A	18	NO	OC/CLT-210	NOV
			Q	19	NO	OC/CLT-230	N/A
	10	PUMP	A	20	YES	OC/PMP-110	NOV
			Q	21	YES	OC/PMP-111	N/A
17	AIR HANDLERS	A	22	NO	OC/AHU-110	MARCH	

	17	VARIABLE FREQUENCY DRIVE	A	23	NO	OC/MSC-130	MARCH
	1	REFRIGERANT MONITOR	A	24	YES	OC/RM-110	NOV
	1	CLOSED LOOP WATER TREATMENT	SA	25	YES	OC/WT-240	N/A
	1	OPEN LOOP WATER TREATMENT	A	26	YES	OC/WT-210	JUNE
			M	27	YES	OC/WT-230	N/A
ORANGE COUNTY REGIONAL HISTORY CENTER	1	MC QUAY CHILLER	Every 3 years	28	NO	OC/ECT-210	Nov-12
			A	29	NO	OC/CTV-210	NOV
			Q	30	YES	OC/CTV-230	N/A
	1	TRANE CHILLER	A	31	YES	OC/RCP-210	NOV
			Q	32	YES	OC/RCP-230	N/A
	1	COOLING TOWER	A	33	NO	OC/CLT-210	NOV
			Q	34	NO	OC/CLT-230	N/A
	6	PUMP	A	35	YES	OC/PMP-110	NOV
			Q	36	YES	OC/PMP-111	N/A
	8	AIR HANDLERS	A	37	NO	OC/AHU-110	APRIL
	10	COMPUTER ROOM UNIT	A	38	NO	OC/AHU-110	APRIL
	7	VARIABLE FREQUENCY DRIVE	A	39	NO	OC/MSC-130	APRIL
	7	HUMIDIFIERS	A	40	YES	OC/HUM-210	MAY
	1	REFRIGERANT MONITOR	A	41	YES	OC/RM-110	NOV
	2	CLOSED LOOP WATER TREATMENT	SA	42	YES	OC/WT-240	N/A
1	OPEN LOOP WATER TREATMENT	A	43	YES	OC/WT-210	JUNE	
		M	44	YES	OC/WT-230	N/A	
ORANGE COUNTY COURTHOUSE COMPLEX	3	CHILLER	Every 3 years	45	NO	OC/ECT-210	Nov-12
			A	46	NO	OC/RCP-210	NOV
			Q	47	YES	OC/RCP-230	
	2	COOLING TOWER	A	48	NO	OC/CLT-210	NOV

			Q	49	NO	OC/CLT-230	
	9	PUMP	A	50	YES	OC/PMP-110	NOV
			Q	51	YES	OC/PMP-111	
	77	AIR HANDLERS	A	52	NO	OC/AHU-110	VARIES
	8	COMPUTER ROOM UNIT	A	53	NO	OC/AHU-110	JAN
	62	VARIABLE FREQUENCY DRIVE	A	54	NO	OC/MSC-130	VARIES
	1	REFRIGERANT MONITOR	A	55	YES	OC/RM-110	NOV
	1	CLOSED LOOP WATER TREATMENT	SA	56	YES	OC/WT-240	N/A
	1	OPEN LOOP WATER TREATMENT	A	57	YES	OC/WT-210	JUNE
			M	58	YES	OC/WT-230	N/A

33rd Street

BUILDING	EQUIPMENT QUANTITY	EQUIPMENT or SERVICE TYPE	PM TYPE	BID SHEET ITEM #	SERVICE DURING NORMAL WORKING HOURS	PM REFERENCE *	ANNUAL PM DATE
CEP 1	3	CHILLER	Every 3 years	59	NO	OC/ECT-210	NOV 2017
			A	60	YES	OC/ASC 110	NOV
			Q	61	YES	OC/ASC 130	Feb,May,Aug
	13	PUMP	A	62	YES	OC/PMP-110	NOV
			Q	63			
	7	VARIABLE FREQUENCY DRIVE	A	64	YES	OC/MSC-130	NOV
	3	REFRIGERANT MONITOR SYSTEM	A	65	YES	OC/RM=110	NOV
	3	COOLING TOWERS	A	66	YES	OC/CLT 210	NOV
			Q	67		OC/CLT 230	Feb,May,Aug
	1	WATER TREATMENT CLOSED LOOP	SA	68	YES	OC/WT-	NOV,JUNE

	3	WATER TREATMENT OPEN LOOP	A	69	YES	OC/WT-240	
			M	70	YES	OC/WT-240	
BUILDING	EQUIPMENT QUANTITY	EQUIPMENT or SERVICE TYPE	PM TYPE	BID SHEET ITEM #	SERVICE DURING NORMAL WORKING HOURS	PM REFERENCE *	ANNUAL PM DATE
CEP 2	3	CHILLER	Every 3 years	71	NO	OC/ECT-210	NOV 2017
			A	72	YES	OC/ASC 110	NOV
			Q	73	YES	OC/ASC 130	Feb,May,Aug
	6	PUMP	A	74	YES	OC/PMP-110	NOV
			Q	75			
	3	REFRIGERANT MONITOR SYSTEM	A	76	YES	OC/RM=110	NOV
	3	COOLING TOWERS	A	77	YES	OC/CLT 210	NOV
			Q	78		OC/CLT 230	Feb,May,Aug
	1	WATER TREATMENT CLOSED LOOP	SA	79	YES	OC/WT-	NOV,JUNE
	3	WATER TREATMENT OPEN LOOP	A	80	YES	OC/WT-240	
M			81	YES	OC/WT-240		
FEMALE DETENTION CENTER	2	PUMP	A	83	YES	OC/PMP-110	NOV
			Q	82	YES	OC/PMP-111	Feb,May,Aug
	2	VARIABLE FREQUENCY DRIVE	A	84	YES	OC/MSC-130	NOV
PHOENIX	2	PUMP	A	86	YES	OC/PMP-110	NOV
			Q	85	YES	OC/PMP-110	Feb,May,Aug
	2	AIR COOLED CHILLERS	A	87	YES	OC/ASC-109	OCT
			M	88			

	1	CLOSED LOOP WATER TREATMENT	SA	89	YES	OC/WT-110	NOV,JUNE
BOOKING AND RELEASE CENTER	2	PUMP	A	90	YES	OC/PMP-110	NOV
			Q	91	YES	OC/PMP-111	Feb,May,Aug
	2	VARIABLE FREQUENCY DRIVE	A	92	YES	OC/MSC-130	NOV
B BUILDING	1	AIR COOLED CHILLER	A	93	YES	OC/ASC-110	NOV
			M	94			
	2	PUMPS	A	95	YES	OC/PMP-110	NOV
			Q	96	YES	OC/PMP-111	Feb,May,Aug
1	CLOSED LOOP WATER TREATMENT	SA	97	YES	OC/WT-110	NOV	
CASSADY	1	AIR COOLED CHILLER	A	98	YES	OC/ASC-110	NOV
			M	99			
	2	PUMP	A	100	YES	OC/PMP-110	NOV
			Q	101	YES	OC/PMP-111	Feb,May,Aug
	1	CLOSED LOOP WATER TREATMENT	SA	102	YES	OC/WT-110	NOV
SHERRIFFS SECTOR IV	1	AIR COOLED CHILLER	A	103	YES	OC/ASC-110	NOV
			M	104			
	2	PUMP	A	105	YES	OC/PMP-110	NOV
			Q	106	YES	OC/PMP-111	Feb,May,Aug
	1	CLOSED LOOP WATER TREATMENT	SA	107	YES	OC/WT-110	NOV

CENTRAL DISTRICT

BUILDING	EQUIPMENT QUANTITY	EQUIPMENT TYPE	PM TYPE	BID SHEET ITEM #	SERVICE DURING NORMAL WORKING HOURS	PM REFERENCE *	ANNUAL PM DATE
PUBLIC WORKS 2	2	CHILLER	A	108	NO	OC/ASC110	NOV
			Q	109	YES	OC/ASC130	N/A
	2	WATER TREATMENT	Semi-Annual	110	YES	OC/WT240	N/A
WORK RELEASE	1	CHILLER	A	111	NO	OC/ASC110	NOV
			Q	112	YES	OC/ASC130	N/A
	1	WATER TREATMENT	Semi-Annual	113	YES	OC/WT240	N/A
MEDICAL EXAMINER	2	CHILLER	A	114	NO	OC/ASC110	DEC
			Q	115	YES	OC/ASC130	N/A
	2	WATER TREATMENT	Semi-Annual	116	YES	OC/WT240	N/A
MABLE BUTLER	1	CHILLER	A	117	NO	OC/ASC110	DEC
			Q	118	YES	OC/ASC130	N/A
	1	WATER TREATMENT	Semi-Annual	119	YES	OC/WT240	N/A
JJC	2	CHILLER	A	120	NO	OC/ASC110	DEC
			Q	121	YES	OC/ASC130	N/A
	1	WATER TREATMENT	Semi-Annual	122	YES	OC/WT240	N/A
HEALTH DEPT 1	2	CHILLER	A	123	NO	OC/ASC110	DEC
			Q	124	YES	OC/ASC130	N/A
	2	WATER TREATMENT	Semi-Annual	125	YES	OC/WT240	N/A

SHERIFF'S CENTRAL COMPLEX	2	COOLING TOWERS	A	126	NO		
			Q	127	YES		
EAST DISTRICT							
BUILDING	EQUIPMENT QUANTITY	EQUIPMENT TYPE	PM TYPE	BID SHEET ITEM #	SERVICE DURING NORMAL WORKING HOURS	PM REFERENCE *	ANNUAL PM DATE
RENAISSANCE CENTER	1	Carrier Air Cooled Screw Chiller	A	128	No	OC/ASC 110	Oct.
			Q	129	No	OC/ASC 130	Jan. Apr. July
	1	Closed Loop	Q	130	Yes	OC/WT-240	N/A
BITHLO COMMUNITY CENTER	1	Carrier Air Cooled Scroll Chiller	A	131	No	OC/ASC 110	Oct.
			Q	132	Yes	OC/ASC 130	Jan. Apr. July
	1	Closed Loop	Q	133	Yes	OC/WT-240	N/A