

Issue Date: April 29, 2016

**INVITATION FOR BIDS #Y16-1041-TA**

**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 Emergency Repairs for Eastern Water  
Supply Facility  
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, May 26, 2016**, 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 **Mandatory Pre-Bid Conference** and Site Visit will be held on **Wednesday, May 11, 2016 9:00am**, located at **Eastern Water Supply Facility, 9100 Curry Ford Road, Training Room, Orlando, Florida**. Interested bidders are required to attend. **Bidders who fail to attend the mandatory pre-bid conference shall be ineligible to compete for the award of a contract under this solicitation.**

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 Tracy Attenasio, Purchasing Agent at [Tracy.Attenasio@ocfl.net](mailto:Tracy.Attenasio@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 [Tracy.Attenasio@ocfl.net](mailto:Tracy.Attenasio@ocfl.net), no later than 5:00 PM Thursday, May 19, 2016 to the attention of Tracy Attenasio, 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 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 will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

- 1. Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**
- 2. If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

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

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

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

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

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

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

- **Orange County Protest Procedures**  
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

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

**16. BID AND RELATED COSTS**

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

**17. CONTRACTUAL AGREEMENT**

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

**18. PUBLIC ENTITY CRIME**

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

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

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

**19. DRUG-FREE WORKPLACE FORM**

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

**20. SUBCONTRACTING**

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

**21. CONFLICT OF INTEREST FORM**

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



**22. ETHICS COMPLIANCE**

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

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

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

**23. SUBMISSION OF BID**

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

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

**Bidders must indicate on the sealed envelope the following:**

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

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

**24. COPIES**

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

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

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

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

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

**27. PAYMENT TERMS/DISCOUNTS**

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

**28. PATENTS AND ROYALTIES**

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

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**29. INDEMNIFICATION**

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

**30. CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

**31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

**32. SUCCESSORS AND ASSIGNS**

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

**33. PRICING/AUDIT**

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

**34. EMPLOYEES OF THE CONTRACTOR**

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

**35. TOBACCO FREE CAMPUS**

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

**36. CONTRACT CLAIMS**

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

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

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

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

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

### 37. **VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

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

### 38. **CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

### 39. **FEDERAL REQUIREMENTS**

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

### 40. **PUBLIC RECORDS COMPLIANCE**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
  4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
  5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Teresa Miller, Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
407-836-5897  
[Teresa.Miller@ocfl.net](mailto:Teresa.Miller@ocfl.net)**

## **SPECIAL TERMS AND CONDITIONS**

### **1. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS**

All interested parties are invited to attend a **Mandatory Pre-bid Conference** and Site Inspection beginning on **Wednesday, May 11, 2016, 9:00 A.M., located at Eastern Water Supply Facility, 9100 Curry Ford Road, Training Room, Orlando, Florida.** Site visits will commence upon conclusion of the pre-bid meeting. Site Inspection requirement applies to ALL Bidders regardless of past knowledge and past visitations. **Bidders who fail to attend the mandatory Pre-bid Conference will be ineligible to compete for the award of a contract under this solicitation.**

Bidders are advised to make a thorough inspection of the scope of services. Examples of equipment to be researched and reviewed at time of the scheduled site visit before bidding are Multiple VAV units, heaters, vane actuators, communications equipment, interface equipment, exhaust fans, outside air damper actuators, return air damper actuators, sensors, control panels, and control cabinets.

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

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

This bid will 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. Provide a minimum of three (3) satisfactory references that list a brief description of HVAC maintenance and repairs services of similar size accounts, satisfactorily completed with location, start/end dates of contract, names, addresses, email addresses and telephone numbers of owners within the last five (5) years by completing the attached reference sheets. References shall demonstrate Bidder has specific experience for industrial HVAC building maintenance.
- B. Proof in the form of a business license, tax registration or other official document certifying that the Bidder has been in the commercial industrial HVAC preventative maintenance and repair business for a minimum of three (3) years.
- C. List of personnel, by name and title, contemplated to perform the work including management. Include a list of qualifications or comprehensive resume for each staff member assigned to this contract.
- D. List of personnel authorized to service and monitor Trane Tracer Summit Software and Hardware and proof that the specified personnel are authorized to service Trane Tracer Summit Software and Hardware. Proof may include Trane Tracer certification(s), and/or a letter from a Trane authorized dealer naming the personnel that are authorized to perform services.

- E. List all service trucks and other support equipment to be used to provide services as specified in the Invitation to Bids.
- F. Detail contact information for non-emergency services. Contact Information shall include name(s), phone number(s), email address (es), and days/hours available.
- G. Detail contact information for emergency services. Contact Information shall include name(s), phone number(s), email address (es), and days/hours available.

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

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

**3. LICENSES AND PERMITS**

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

**4. BID ACCEPTANCE PERIOD**

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

**5. AWARD**

Award shall be made on an "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible Bidder. Bidders are required to bid on all lots to be considered. If the Bidder fails to respond, they will be considered non-responsive.

**6. POST AWARD MEETING**

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



## 7. PERFORMANCE

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be in accordance with the delivery dates set forth in the delivery order, and corresponding proposal as further outlined under Scope of Services. Bids which fail to meet this requirement shall be rejected.

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

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

The Contractor shall, within **Two (2)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

## 8. 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.**

**9. 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.

**10. SAFETY REGULATIONS**

Equipment and work performed shall meet all State and Federal safety regulations including but not limited to:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- National Electrical Manufacturers Association (Nema)

- NADCA (National Air Duct Cleaners Association)
- American Society of Heating, Refrigerating and Air Conditioning Engineers' (ASHRAE) Standard # 180-2008
- Florida Building Code
- Conformance with any other applicable Federal, State, local codes and standards
- Equipment: All equipment used by the Contractor shall be equipped with factory safeguards per OSHA requirements.

**11. COMBUSTIBLE MATERIAL**

All combustible materials shall be handled and stored in compliance with all state and federal safety codes and regulations. Thinners, fluid and loose dry products being used by the service contractor on site shall be kept covered at all times

**12. PAYMENT**

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

Orange County Utilities Department  
 Eastern Water Supply Facilities  
 9100 Curry Ford Road  
 Orlando, FL.  
 Phone (407) 254-9555

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

**13. MEASUREMENTS**

Bidder is responsible for verifying filter and belt sizes. The County does not certify that the dimensions provided in Attachment B and C are 100% accurate. Bidders shall be responsible for their own measurements and shall submit a firm price accordingly. There shall be no price adjustments; therefore, the total offer shall be based on accurate measurements by Bidders during inspection. Failure to do so shall be at Bidder's risk. Any request for unit prices on the Bid Response Form is for information only. Award shall be based solely on "Total Bid", with no adjustments made for any inaccuracy.

**14. DEBRIS**

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

## 15. **SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

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

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

## 16. **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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- Commercial General Liability - The 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** 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.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- 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, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

**17. 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.
- 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.

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

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

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **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.

**19. 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.



**20. 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.**

**21. 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.

**22. 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.

**23. ATTACHMENTS**

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

- A. Attachment A, County HVAC Preventative Maintenance Equipment
- B. Attachment B, Filters
- C. Attachment C, Belts

**24. 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.

**25. REFERENCES**

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

**26. REQUIREMENTS CONTRACT**

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

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

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

**27. WARRANTY**

Warranties shall be enclosed with bid response. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the below stated warranty period, the successful bidder shall repair or replace same at no cost to the County upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment their repair facility at no additional costs. All warranty provisions of the Uniform Commercial Code shall additionally apply.

- A. Workmanship: Contractor shall warranty their work against defect in workmanship for a minimum period of one (1) year from date of service and/or installation.
- B. Equipment/Materials (excluding Compressors): Contractor shall warranty all equipment, excluding compressors, against defect in materials for a minimum period of one (1) year from date of delivery and acceptance by the County.
- C. Compressor equipment only: Contractor shall warranty all compressors against defect in materials for a minimum period of five (5) years from date of delivery and acceptance by the County.

**28. REPLACEMENT EQUIPMENT/PARTS**

- A. The scope of the specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from the specifications does not relieve the supplier from the furnishing of a complete unit.
- B. All replacement equipment and parts must be new, of current manufacturer and in production at the time of installation, and carry standard warranties. At least two complete shop repair manuals and parts list must be furnished with each type of equipment at time of delivery. The Contractor shall service all equipment upon delivery.
- C. The Contractor shall maintain a normal supply of repair parts and be equipment with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.
- D. All parts required shall be genuine parts as manufactured and distributed by the manufacturer. Only original equipment manufacturer (OEM) parts may be utilized, unless authorized by County Project Manager or designee.
- E. Replacement equipment and repair parts shall be provided to the County at x.
- F. The County reserves the right to add or delete equipment from the bid as deemed necessary, and change the frequencies of the tasks as deemed necessary.

## **SCOPE OF SERVICES**

The Contractor shall furnish all material, labor, supervision, products and tools, supplies and equipment, as required to successfully provide maintenance and repairs for Heating, Ventilation, Air Conditioning (HVAC) preventative maintenance, installation, replacement, tests, inspections, repairs, and other related services as it pertains to the continuous use and efficiency of equipment for the intended purpose at the Orange County Utilities, Easter Water Supply Facility located at 9100 Curry Ford Road, Orlando, FL.

Equipment to be serviced for preventative maintenance, repairs, installations, and related services are listed in Attachment A.

### **I. PERSONNEL REQUIREMENTS**

#### **A. Certification/License Requirements**

The Contractor shall assign qualified technicians to the County account that will perform the work. Such technician(s) shall be fully licensed and/or certified by the applicable government body to provide services as stated herein accordingly.

For Contractor staff and/or subcontractors who will be performing services on Trane's Tracer Summit hardware and software, the Contractor shall provide authorized personnel certified to access Trane's Tracer Summit software and hardware to provide services as specified herein.

Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept, or unfit to perform the work shall be promptly removed from work covered under the contractor. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in termination of the Contract.

#### **B. Protective Clothing**

All Contractor employees shall wear appropriate clothing in the performance of a task. All Contractor employees shall wear protective clothing as required by manufacturer and/or any applicable standard or regulation in the performance of services and operation of equipment.

#### **C. Background Checks**

At the expense of the Contractor, employees assigned to County's account will be required to have a Level II background check completed. The following background checks shall be performed on individuals as directed by the County. The Contractor shall perform all background checks in accordance with all applicable federal, state, and local laws, regulations and ordinances.

Level II Background Checks (past ten years) shall include the following at a minimum:

- Identification Verification
- Selective Service Status
- Clerk of Courts by County of Residence

- Employment Verification
- DMV by state of residence
- Military Service Verification
- Professional License and Certification Check
- Fingerprint Check
- Credit/Fraud Check

All background checks shall be submitted to the authorized County representative at Utilities within five (5) working days from request. The background check shall have been completed, reviewed, and approved by the authorized County representative prior to any assignment or work taking place on County property. Once approved, the individual employees of the Contractor's team shall be able to perform their duties for the duration of the project. This Level II background check requirement shall be applicable to any subcontractors that the Contractor will hire.

## **II. PREVENTATIVE MAINTENANCE**

### **A. Inspection and Scheduling**

1. The Contractor shall furnish complete maintenance service, except where otherwise noted, for the described units. Routine maintenance shall be in compliance with Manufacturers recommendation.

Dates to be scheduled with the County Project Manager or designee a minimum of one (1) week prior to arrival. Technician(s) shall check in and check out each day they are on the County property.

Failure to perform the inspections, filter change outs and cleanings or failure to perform within the scheduled time frames may result in contract cancellation. Payment will only be for authorized for work completed and found acceptable under the terms and conditions of the bid. Any work found not completed by the County shall be performed at a designated date at the option of the County.

Unit price on the Bid Response Form is for a single visit/service. The County has identified the estimated frequency that each service will be required during the year. The Unit Price shall be all inclusive of the services detailed herein and includes any required reports.

2. The Contractor shall systematically inspect each unit of equipment, its component parts and operation in accordance with standard industry practices; and, as conditions warrant, perform the services to render preventative maintenance care, as identified in the scope of services specified herein, and keep the equipment in proper and safe operating condition and submit a written report.
3. The importance of the units covered by these specifications demand that they be maintained in satisfactory and safe operating condition in accordance with the requirements of these specifications and be kept capable of providing their maximum capacity and performance as rated/published by the manufacturer. The County reserves the right to make such tests, when advisable, to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County may immediately demand that the Contractor place the unit in condition to meet these requirements, or detail the necessary repairs that may be needed to bring the unit to

acceptable capacity and performance. The Contractor's failure to comply with such a demand within a reasonable time as approved by the County will constitute a circumstance under which the County may terminate the contract.

4. The Contractor shall have fully equipped service trucks and other support equipment including what is necessary to comply with all requirements of this Invitation to Bids and all applicable regulations, standards, rules, and ordinances.

## **B. Bi Monthly Preventative Maintenance Requirements**

The Contractor shall provide five (5) bi-monthly inspections during a calendar year for all equipment specified in Attachment A, County Equipment. Types of filters and belts currently in use for all equipment are listed in Attachments B and C.

**Bi Monthly Preventative maintenance performed by the Contractor shall include at a minimum the areas addressed in the specifications below for each type of equipment and any recommendations by the manufacturer.**

Upon completion of services, the Contractor shall complete a preventative maintenance report that details the following at a minimum:

1. The name of technician and/or technicians who performed services
2. Date of service
3. The equipment that was serviced including model and serial number
4. Detail the preventative maintenance services performed on each piece of equipment, including but not limited to conditions of equipment, details of the operating log, uncorrected deficiencies and record of all measurements taken by the technician.
5. Any areas of concern that are above and beyond preventative maintenance such as abnormal conditions and include repair recommendations for each piece of equipment.

The initial written report will be reviewed by the County project manager and Contractor's technician. Once approved, a copy of the initial written report will be signed by the County Project Manager with a copy to be provided to both parties. A finalized report shall also be emailed to the County Project Manager within five (5) business days of completion. Failure to provide the written and/or emailed report may result in contract cancellation.

Consumables consist of air filters, belts, and lubricants shall be replaced as needed at no additional cost and shall be included in unit bid price for bi-monthly inspection service. All other equipment, parts, and/or materials not specified will be reimbursed at cost without markup by the County as further outlined under Section, Invoicing.

### **Minimum Requirements**

1. Review all components and equipment listed under Attachment A.
2. Review all Building Control Software set points and make necessary adjustments in coordination with Owner's facility maintenance coordinator.

3. Filters shall be changed out during bi-monthly and annual inspections on all applicable equipment as listed under Attachment A as further specified below.
  - a) Costs for filter change out services shall be included in unit bid prices for bi-monthly and annual inspection unit prices.
  - b) The filter media shall be a p85, merv 8 pleated air filter, high capacity. All custom made metal outside aluminum air filters may be cleaned and reused, however once they have reach the end of their life cycle, as determined by the County, it shall be the Contractor's responsibility to replace them at no additional cost to the County.
  - c) The Contractor shall update and review Exhibit B with filter sizes at the start of each annual contract term and providing the County Project Manager with any changes.
  - d) Replacements shall be done in accordance with the manufacturer's recommendations and those specified below:
    - The Contractor shall identify the change date on the filter in legible handwriting.
    - All removed filters shall be disposed of by the Contractor, as directed by the County project Manager.
    - The Contractor shall listen and perform a visual inspection after the filter is replaced and report any irregularities.

### **C. Annual Preventative Maintenance Minimum Requirements**

The Contractor shall provide annual preventative maintenance services to cover all equipment specified in Attachment A, County Equipment. Minimum requirements for each type of equipment are outlined below. Types of filters and belts currently in use for all equipment are listed in Attachment B.

**Annual Preventative maintenance performed by the Contractor shall include at a minimum the areas addressed in the specifications below for each type of equipment and any recommendations by the manufacturer.**

Upon completion of services, the Contractor shall complete a preventative maintenance report that details the following at a minimum:

1. The name of technician and/or technicians who performed services
2. Date of service
3. The equipment that was serviced including model and serial number
4. Detail the preventative maintenance services performed on each piece of equipment, including but not limited to conditions of equipment, details of the operating log, uncorrected deficiencies, and record of all measurements taken by the technician.
5. Any areas of concern that are above and beyond preventative maintenance such as abnormal conditions and include repair recommendations for each piece of equipment.

The initial written report will be reviewed by the County Project Manager and Contractor's technician. Once approved, a copy of the initial written report will be signed by the County Project Manager with a copy to be provided for both parties. A finalized report shall also be emailed to the County Project Manager within five (5) business days of completion. Failure to provide the written and/or emailed report may result in contract termination.

Consumables consisting of air filters, belts, and lubricants shall be replaced as needed at no additional cost and shall be included in unit bid price for annual inspection service. All other equipment and/or materials not specified shall be reimbursed at cost without markup by the County as further outlined under Section V, Pricing/Invoicing.

## **1. CHILLERS**

- a) Record and report abnormal conditions, measurements taken, etc.
- b) Review County logs with the County project manager for operational problems and trends

### **General Assembly**

- a) Inspect for leaks and report leak check result.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Check the condenser fans for clearances and free operation.
- d) Check tightness of condenser fan motor mounting brackets.
- e) Check the set screws on the fan shafts.
- f) Visually inspect the condenser coil for cleanliness.
- g) Verify the performance of the fan control inverter VFD, if applicable.
- h) Grease bearings as required.

### **Controls and Safeties**

- a) Inspect the control panel for cleanliness.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- d) Test oil pressure safety device (as required). Calibrate and record setting.
- e) Test the operation of the chilled water pump starter auxiliary contacts.
- f) Restore to normal operation.

### **Lubrication System**

- a) Pull oil sample for spectroscopic analysis.
- b) Test oil for acid content and discoloration.
- c) Make recommendations to the customer based on the results of the test.
- d) Verify the operation of the oil
- e) Replace oil as needed.

### **Motor and Starter**

- a) Clean the starter cabinet and starter components.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the condition of the contacts for wear and pitting.
- d) Check contactors for free and smooth operation.
- e) Check all mechanical linkages for wear, security and clearances.
- f) Verify tightness of the motor terminal connections.
- g) Meg the motor and record readings.
- h) Restore to normal operation.



### **Running Inspection:**

- a) Check the general operation of the unit.
- b) Log the operating temperatures, pressures, voltages, and amperages.
- c) Check and record supply and control air pressure, if applicable.
- d) Verify the operation of the control system.
- e) Log the operating conditions after the system has stabilized.
- f) Review operating procedures with operating personnel.

## **2. AIR HANDLING UNITS**

### **General Assembly**

- a) Inspect the unit for cleanliness.
- b) Inspect the fan wheel and shaft for wear and clearance.
- c) Check the sheaves and pulleys for wear and alignment.
- d) Check the belts for tension, wear, cracks, and glazing.
- e) Verify tight bolts, set screws, and locking collars.
- f) Check dampers for wear, security and linkage adjustment.
- g) Verify clean condensate pan.
- h) Verify proper operation of the condensate drain.
- i) Verify clean air filters.
- j) Verify clean coils.
- k) Verify proper operation of the spray pump, if applicable.
- l) Verify smooth fan operation.
- m) Restore to normal operation.
- n) Log operating conditions after system has stabilized.

### **Lubrication**

- a) Lubricate the fan shaft bearings, if applicable.
- b) Lubricate the motor bearings, if applicable.

### **Controls and Safeties**

- a) Test the operation of the low temperature safety device, if applicable.
- b) Test the operation of the high static pressure safety device, if applicable.
- c) Test the operation of the low static pressure safety device, if applicable.
- d) Check the thermal cutout on electric heaters, if applicable.
- e) Check the step controller, if applicable.
- f) Check and record supply air and control air pressure, if applicable.
- g) Verify the operation of the control system and dampers while the fan is operating.
- h) Restore to normal operation

### **Motor and Starter**

- a) Clean the starter and cabinet.
- b) Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactors for free and smooth operation.
- e) Meg the motor and record readings.

### **Running Inspection**

- a) Check the general condition of the fan.
- b) Verify smooth fan operation.
- c) Check and record supply and control air pressure, if applicable.
- d) Verify the operation of the control system.
- e) Restore to normal operation
- f) Log the operating conditions after the system has stabilized.
- g) Review operating procedures with operating personnel.

### **3. VARIABLE AIR VOLUME UNITS**

- a) Record and report abnormal conditions, measurements taken, etc.
- b) Review County logs with the County Project Manager for operational problems and trends.
- c) Verify proper air valve operation.
- d) Check and adjust velocity control, if applicable.
- e) Verify VAV box sequence of operation.
- f) Check and adjust all related controls.

### **Direct Drive Pumps**

#### **General Assembly**

- a) Check motor shaft and pump shaft for alignment, if applicable.
- b) Inspect the coupling for wear.
- c) Verify that the shaft guard is in place and tight, if applicable.
- d) Verify water flow through the pump.
- e) Check for leaks on the mechanical pump seals, if applicable.
- f) Verify proper drip rate on the pump seal packing, if applicable.
- g) Verify smooth operation of the pump.
- h) Restore to normal operation

#### **Lubrication**

- a) Lubricate the motor bearings as necessary.
- b) Lubricate the pump bearings as necessary.

#### **Motor and Starter**

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Meg the motor.
- d) Verify tight connections on the motor terminals.
- e) Check the condition of the contacts for wear and pitting, if applicable.
- f) Check the contactors for free and smooth operation.
- g) Verify proper volts and amps.
- h) Restore to normal operation

#### **Pump Run Inspection**

- a) Verify smooth operation of the pump.
- b) Check for leaks on the mechanical pump seals, if applicable.
- c) Verify proper drip rate on the pump seal packing, if applicable.
- d) Restore to normal operation

#### **4. VARIABLE FREQUENCY DRIVES**

- a) Record and report abnormal conditions, measurements taken, etc.
- b) Review County logs with the County Project Manager for operational problems and trends.
- c) Clean the heat sink.
- d) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- 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.
- g) Verify proper DC buss voltage.
- h) Restore to normal operation

#### **5. CARRIER WEATHER MASTER SERIES, WALL UNIT AND OTHER COMPONENTS**

- a) Record and report abnormal conditions, measurements taken, etc.
- b) Review County logs with the County Project Manager for operational problems and trends.

##### **General Assembly**

- a) Leak-test the unit and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Check sheaves and pulleys for wear and alignment, if applicable.
- d) Check belts for tension, wear, cracks, and/or glazing, if applicable.
- e) Verify proper damper operation.
- f) Restore to normal operation
- g) Check mechanical linkages for wear, tightness, and clearances.
- h) Verify clean condenser and evaporator.
- i) Verify clean evaporator fan.
- j) Verify clean air filters.

##### **Controls and Safeties**

- a) Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
- b) Test the operation of the low evaporator pressure safety device. Calibrate, if necessary, and record setting.
- c) Test the operation of the oil pressure safety device, if applicable. Calibrate, if necessary, and record setting.

##### **Lubrication**

- a) Lubricate fan bearings, if applicable.
- b) Lubricate motor bearings, if applicable.
- c) Check oil level in the compressor(s), if applicable.

**Motor and Starter**

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s)
- g) Restore to normal operation

**III. BUILDING CONTROL SYSTEM SOFTWARE/HARDWARE BUILDING CONTROL UNIT/TRANE’S TRACER SUMMIT SOFTWARE AND HARDWARE**

The major HVAC systems in the facilities are controlled by Trane’s Tracer Summit software and hardware. The Contractor shall provide authorized personnel certified to access Trane’s Tracer Summit software and hardware to provide the services specified herein.

**A. Central Monitoring Services**

The Contractor shall provide authorized personnel certified to access Trane’s Tracer Summit software and hardware with programming capabilities for this system and the ability to update the software as new revisions are released. This access will include the Contractor having the ability to use the County’s onsite computer to monitor the HVAC parameters of interest including but not limited to temperature and chiller alarms.

The Contractor shall provide maintenance updates for monitoring services per the following matrix:

Area	Point	Point type	Hours	Response
Scada & Server Room AD-105		Temp	24	Immediately initiate corrective action, including utility notification at 407-254-9509, come onsite as necessary to investigate and make repairs
Server Room SC-113		Temp	24	Immediately initiate corrective action, including utility notification at 407-254-9509, come onsite as necessary to investigate and make repairs
Chillers 1 & 2	Alarms	Manual reset	24	Immediately initiate corrective action, including utility notification at 407-254-9509, come onsite as necessary to investigate and make repairs
Chillers 1 & 2	Status	Rotation	24	Next day

Costs for providing central monitoring services shall be included in unit bid prices for preventative maintenance.

## **B. Building Control System Software and Hardware Building Control Unit**

The Contractor shall provide support coverage as further specified below for Tracer Summit Software and Hardware as requested by the County during the bi-monthly inspections. Costs for providing all support and training as specified below shall be included in unit bid prices for preventative maintenance.

The building control system shall function to coordinate communications between all of the individual unit controllers throughout the building, maintain trend records and alarms, and provide system level integration and optimization for groups of equipment.

### **Scheduled Review Tasks:**

1. Confirm software version.
2. Review volatile and non-volatile memory usage, along with processor loading conditions.
3. Review device communications history logs and events.
4. Review device fault history logs and events.
5. Inspect device cabinet and circuit boards for physical or electrical damage.
6. Check power supply input and output voltages. Validate appropriate electrical grounding.

### Operator Training

The Contractor shall provide on-site training on the operation of the existing building control system for a minimum of three (3) County personnel within three (3) months of contract award. The training shall be at least two (2) sessions for a minimum length of four (4) hours per session. Demonstrations and/or topics to be reviewed by the Contractor shall include but not be limited to:

1. Overview of System Capabilities
2. In-depth overview of system capabilities for unit control applications.
3. Software Operations / Database

This training shall be designed to instruct the County personnel to perform daily operations on the system workstation, including logon, logoff, using tool bars and menus, alarm acknowledgement, how to display and print event logs.

### Workstation

The Contractor shall maintain the building control workstation. This workstation shall be used to perform system evaluations and to allow the facility's maintenance coordinator to review HVAC set points and trends. The system shall allow the Contractor's TRANE authorized technician to regularly inspect the control system database to help ensure proper operation.

### **Scheduled Review Tasks:**

1. Confirm appropriate software versioning, anti-virus, anti-spy ware, and other general system maintenance routines are appropriate and functioning.
2. Visually inspect all computers and monitors for capacity, operation and damage.
3. Confirm external communications capabilities if equipped.
4. Make minor adjustments.
5. Back-up system data and give backup media to building maintenance coordinator for safe storage.

### **C. Time of Day Scheduling**

At each Bi-Monthly Inspection, The Contractor's TRANE authorized technician shall review the Time-of-day scheduling in accordance with the requirements below.

#### **Scheduled Review Tasks:**

1. Review operating logs to check for system stability, capacity adjustment, and ability to control.
2. Review normal system schedules, zoning, and modes.
3. Review holiday and special event calendars.
4. Review system overrides.
5. Make minor adjustments.

### **D. Temperature Control**

As part of the bi-monthly inspection the Contractor's TRANE authorized Service technician shall review the control routines, data gathering processes, limits, alarms and trend logging. This review shall specifically include, where appropriate within the scheduled sequence of operation:

#### **Scheduled Review Tasks:**

1. Review operating logs to check for system stability, capacity adjustment, and ability to control.
2. Review system operating programming sequences, alarm settings, trend logging and safety interlocks and routines.
3. Validate system set points and reset routines.
4. Make minor adjustments.

### **E. Humidity Control**

As part of the bi-monthly inspection, the Contractor's TRANE authorized service technician shall review the control routines, data gathering processes, limits, alarms and trend logging related to humidity control. This review shall specifically include, where appropriate within the scheduled sequence of operation:

#### **Scheduled Review Tasks:**

1. Review operating logs to check for system stability, capacity adjustment, and ability to control.
2. Review system operating programming sequences, alarm settings, trend logging and safety interlocks and routines.
3. Validate system set points and reset routines.
4. Make minor adjustments.

### **F. Chilled Water System**

The Contractor's TRANE authorized Service technicians shall review operating sequences, practices and set points for the chilled water system. An initial survey of current equipment operating parameters and capabilities shall be conducted during the cooling season, along with a regular review and tune-up as needed. This review shall specifically include:

1. Interlocks to Air Handling Units, Fan Coils and other supplied equipment
2. Temperature, sequencing and capacity control
3. Set point(s)
4. Temperature Reset Schedule(s)
5. Trends, Run Time Monitoring and Alarms

**Scheduled Review Tasks:**

1. Verify all control board modules are functional and communicating.
2. Verify that the applicable system control strategies are functioning correctly.
3. Verify that system set points, schedules, reset routines, etc. are appropriate.
4. Check alarms and trend logs for failures or unusual activity.
5. Verify operation of input sensors and devices.
6. Verify operation of motors, valves, dampers, and actuators.
7. Inspect interconnecting cables and electrical connections.
8. Make minor adjustments.

**G. Additional Programming and Support Time**

The Contractor shall provide programming and support time services that are not consider “minor adjustments” such as rewriting the time of day schedule to support a change in operations or changing/re-setting algorithms to support a change in a piece of equipment. Such services will be requested on an as needed basis and shall be billed on an hourly basis. The use of this time shall be properly documented on each site visit report.

**IV. AS NEEDED REPAIRS, REPLACEMENTS, INSTALLATIONS AND RELATED SERVICES**

- A. On an as needed basis, the County will contact the Contractor to advise of either routine or emergency repair/installation services needed. At no cost to the County, the Contractor shall meet with County representative at the site where work is needed to determine the type of work to be performed. The Contractor shall submit a written estimate of repairs for necessary to provide continuous use and efficiency of equipment. This estimate shall include a total firm cost to the County itemized as follows:
- Labor hours(hourly rate bid)
  - Itemization of costs for material/parts/equipment
  - A brief description of the repair and/or replacement work to be done
  - Location of work
  - Time to complete
  - Any work being performed by the subcontractor, hours and name of the subcontractor

Estimates shall be complete and specific with measurements and quantities of time, completion, and materials. Estimates will require County approval prior to commencement of work. The aforementioned applies to routine and/or emergency repairs, installations, and related services.

**B. Response Times**

1. The Contractor shall endeavor to complete all requested work during standard work week hours and without the necessity of after hour labor. Should it be determined that work cannot be completed during the course of standard work week hours, the Contractor shall provide such information to the County Project Manager or designee with a request to authorize after hour labor. Authorization must be received prior to commencement of such work. Each project shall be completed as quickly as reasonably possible. All requested work shall be completed within the timeframe quote or provided on the project schedule.

## 2. Emergency Repairs and Related Services

The Contractor shall maintain a dedicated twenty four (24) hour emergency service designed to respond to County emergency needs 7 days a week, 365 days per year. Response time for Emergency hours range from immediate (on-site within 60 minutes from notice of call) to 2 hours and shall be defined as after Routine Hours, 7 days a week including observed holidays. County Project Manager or designee will convey the work schedule at time of order placement. The Contractor's service representative shall respond back to all requests for repair by phone within 15 minutes. The Contractor shall provide a primary and secondary contact for emergency service including names and contact phone numbers.

Interim work done as emergency repairs may be temporary, but shall render the unit usable until permanent repairs can be made. These types of repairs shall receive immediate attention by the Contractor.

## 3. Non Emergency/Routine Services

Response time for nonemergency/routine hours is on-site within a range of four (4) hours from notice of call to twenty four (24) hours (next day service) and shall be defined as Monday-Friday, 8:00 A.M. to 5:00 P.M. and excludes County observed holidays. County Project Manager or designee will convey the work schedule at time of placement. The Contractor's service representative shall respond back to all requests to repairs by phone within thirty (30) minutes during the period of 8:00 A.M. to 5:00 P.M, or return the call by the next business day for any calls made after hours.

A quotation with the repair requirements and length of time to complete the job shall be prepared by the next business day of the evaluation for repairs.

## **V. PRICING AND INVOICING**

The bid form reflects the per service price for each item listed. Invoices for scheduled services to provide all unit prices and the units serviced.

The invoice shall reflect the hourly labor rate and number of hours on-site and a separate itemized of the materials/equipment. For invoices involving materials, copies of list price/catalog/receipts shall be submitted for verification to the County Project Manager or designee, unless provided at time of quote. Failure to supply the supporting material costs with the invoice or quotation upon request may result in contract cancellation.

All equipment that are not considered consumables (belts, filters, and/or lubricants) will be reimbursed by the County at cost with no markup. The County reserves the right to audit and request invoices for cost of materials.

All rates quoted shall include travel means, labor, and all equipment and tools required. All disposal charges shall be included in the Contractor's unit prices. There shall be no charges for travel to and from the County work sites. Start of services for both routine and/or emergency services shall not be clocked until technician arrives on County site.



**BID RESPONSE FORM  
IFB #Y16-1041-TA**

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- Bi-Monthly Preventative Maintenance**

<u>Item</u>	<u>Equipment Description</u>	<u>Qty of Equipment</u>	<u>Bi-Monthly PM Site Visit Unit Price</u>	<u>Estimated Frequency</u>	<u>Extended Total (Quantity x Unit Price x Estimated Frequency)</u>
1	70-125 Ton Air-Cooled Chiller MFR: Trane Model # CGAM 070F 2N02 AXB2A1A1 A10X XA1D 1A2X XAXX XBXA 3A10 1XXL XX	2	\$_____	5	\$_____
2	Pump/Motor Combination Set7. MFR: Pumps Bell & Gossett 5 HP Century and US Motors	2	\$_____	5	\$_____
3	Air Handling Unit # 1, Indoor Modular Climate Change MFR: Trane Model # MCCA017GAMoACC000G0EAA00C0A0000AC 000-A000000A	1	\$_____	5	\$_____
4	Air Handling Unit # 2, Indoor Modular Climate Change MFR: Trane Model # MCCA006GAM0AAB000A0EAA00C0A0000BA 000B000000A	1	\$_____	5	\$_____

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Company Name

**LOT A-**  
**CONTINUED**

<u>Item</u>	<u>Equipment Description</u>	<u>Qty of Equipment</u>	<u>Bi-Monthly PM Site Visit Unit Price</u>	<u>Estimated Frequency</u>	<u>Extended Total (Quantity x Unit Price x Estimated Frequency)</u>
5	Air Handling Unit # 4, Indoor Modular Climate Change MFR: Trane Model # MCCA006GAM0AAC000A0EAA00C0A0000BA 000B000000B	1	\$_____	5	\$_____
6	Front End Trane Summit Building Control Unit (BCU) Tracer Summit Software and Hardware MFR: Trane Model: BMTX	1	\$_____	5	\$_____
7	Carrier Weather Master Series 80-PAC-01 MFR: Carrier Model: 50HGA020A-B73433	1	\$_____	5	\$_____
8	Carrier Weather Master Series 80-PAC-01 MFR: Carrier Model: 50HGA020A-B601JH	1	\$_____	5	\$_____
9	Carrier Weather Master Series 75-PAC-01 MFR: Carrier Model: 50HJ-007G-F641CA	1	\$_____	5	\$_____
10	Wall Unit Mfr: Trane Model#PTED1501GAA	1	\$_____	5	\$_____

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Company Name

**LOT A- CONTINUED**

<u>Item</u>	<u>Equipment Description</u>	<u>Qty of Equipment</u>	<u>Bi-Monthly PM Site Visit Unit Price</u>	<u>Estimated Frequency</u>	<u>Extended Total (Quantity x Unit Price x Estimated Frequency)</u>
11	Compressor and Air Handler Unit Manufacturer: American Standard Inc. (The Trane Co.) Compressor Model #TTA240B400BC; Air Handler Model #TWE240B400BC	1	\$_____	5	\$_____
12	Carrier Weather Master Series 50PAC-01 Manufacturer: Carrier Model: 50AWB050-GF611EM	1	\$_____	5	\$_____
13	Weather Master Compressor and Air Handler Unit Manufacturer: Carrier Compressor Model: #38AR3012- E601AA Air Handler Model # 40RM0-014- H611YC	1	\$_____	5	\$_____
14	Air Handling Unit, ¼ HP, 1.3 F.L. AMPS, 208-230 Volts Manufacturer: Trane Model # TAM4A)A24S21SDA	1	\$_____	5	\$_____
15	Compressor and Air Handler Unit Manufacturer: Payne Model # PH13AAM120000AA	1	\$_____	5	\$_____
<b>Grand Total of Lot A (ITEMS 1-16)</b>					\$_____

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Company Name

**LOT B- Annual Preventative Maintenance**

<u>Item</u>	<u>Equipment Description</u>	<u>Qty of Equipment</u>	<u>Annual PM Site Visit Unit Price</u>	<u>Estimated Frequency</u>	<u>Extended Total (Quantity x Unit Price x Estimated Frequency)</u>
1	70-125 Ton Air-Cooled Chiller MFR: Trane Model # CGAM 070F 2N02 AXB2A1A1 A10X XA1D 1A2X XAXX XBXA 3A10 1XXL XX	2	\$_____	1	\$_____
2	Pump/Motor Combination Set7. MFR: Pumps Bell & Gossett 5 HP Century and US Motors	2	\$_____	1	\$_____
3	Air Handling Unit # 1, Indoor Modular Climate Change MFR: Trane Model # MCCA017GAMoACC000G0EAA00C0A0000A C000-A000000A	1	\$_____	1	\$_____
4	Air Handling Unit # 2, Indoor Modular Climate Change MFR: Trane Model # MCCA006GAM0AAB000A0EAA00C0A0000B A000B000000A	1	\$_____	1	\$_____
5	Air Handling Unit # 3, Indoor Modular Climate Change MFR: Trane Model # MCCA014GAM0aCC000F0EAA00C0A0000A C000A000000B	1	\$_____	1	\$_____

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Company  
Name

**LOT B- CONTINUED**

<u>Item</u>	<u>Equipment Description</u>	<u>Qty of Equipment</u>	<u>Annual PM Site Visit Unit Price</u>	<u>Estimated Frequency</u>	<u>Extended Total (Quantity x Unit Price x Estimated Frequency)</u>
6	Air Handling Unit # 4, Indoor Modular Climate Change MFR: Trane Model # MCCA006GAM0AAC000A0EAA00 COA0000BA000B000000B	1	\$_____	1	\$_____
7	Front End Trane Summit Building Control Unit (BCU) Tracer Summit Software and Hardware MFR: Trane Model: BMTX	1	\$_____	1	\$_____
8	Carrier Weather Master Series 80-PAC-01 MFR: Carrier Model: 50HGA020A-B73433	1	\$_____	1	\$_____
9	Carrier Weather Master Series 80-PAC-01 MFR: Carrier Model: 50HGA020A-B601JH	1	\$_____	1	\$_____
10	Carrier Weather Master Series 75-PAC-01 MFR: Carrier Model: 50HJ-007G-F641CA	1	\$_____	1	\$_____
11	Wall Unit Mfr: Trane Model#PTED1501GAA	1	\$_____	1	\$_____

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Company Name

**LOT B- CONTINUED**

<u>Item</u>	<u>Equipment Description</u>	<u>Qty of Equipment</u>	<u>Annual PM Site Visit Unit Price</u>	<u>Estimated Frequency</u>	<u>Extended Total (Quantity x Unit Price x Estimated Frequency)</u>
12	Compressor and Air Handler Unit Manufacturer: American Standard Inc. (The Trane Co.) Compressor Model #TTA240B400BC; Air Handler Model #TWE240B400BC	1	\$_____	1	\$_____
13	Carrier Weather Master Series 50PAC-01 Manufacturer: Carrier Model: 50AWB050-GF611EM	1	\$_____	1	\$_____
14	Weather Master Compressor and Air Handler Unit Manufacturer: Carrier Compressor Model: #38AR3012-E601AA Air Handler Model # 40RM0-014-H611YC	1	\$_____	1	\$_____
15	Air Handling Unit, ¼ HP, 1.3 F.L. AMPS, 208-230 Volts Manufacturer: Trane Model # TAM4A)A24S21SDA	1	\$_____	1	\$_____
16	Compressor and Air Handler Unit Manufacturer: Payne Model # PH13AAM120000AA	1	\$_____	1	\$_____
<b>Grand Total of Lot B (ITEMS 1-16)</b>					\$_____

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

**LOT C- HOURLY LABOR RATES**

<u>Item</u>	<u>Equipment Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended Total (Quantity x Unit Price x )</u>
1	Labor Rate, Regular Hourly Rate	140	Hour	\$_____	\$_____
2	Labor Rate, Emergency Response Hourly Rate	16	Hour	\$_____	\$_____
3	Additional Programming Support Time	40	Hour	\$_____	\$_____
<b>Grand Total of Lot C(ITEMS 1-3)</b>					\$_____

**LOT D- Equipment, Parts, and Materials.**

Consumables consisting of air filters, belts, and lubricants shall be replaced as needed at no additional cost and shall be included in unit bid prices for bi monthly and annual inspection services. All other equipment and/or materials not specified shall be reimbursed at cost without markup by the County.

<u>Item</u>	<u>Equipment Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Expenditure</u>
1	County's Estimated Annual Parts and Materials Expenditure is \$15,000.	1	Lot	\$15,000

---

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 bid.**

Inquiries regarding this Invitation for Bids may be directed to Tracy Attenasio, Purchasing Agent, at [Tracy.Attenasio@ocfl.net](mailto:Tracy.Attenasio@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 Repot. **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

Provide a minimum of three (3) satisfactory references that list a brief description of HVAC maintenance and repairs services of similar size accounts, satisfactorily completed with location, start/end dates of contract, names, addresses, email addresses and telephone numbers of owners within the last five (5) years by completing the attached reference sheets. References shall demonstrate Bidder has specific experience for industrial HVAC building maintenance.

### Reference 1

Company/Entity Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Service or Contract Period: \_\_\_\_\_

Routine PM or Inspection Services Performed: \_\_\_\_\_

Summary of Services Performed including Type of units, Quantity of units, and/or Maintenance Schedule: \_\_\_\_\_

### Reference 2

Company/Entity Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Service or Contract Period: \_\_\_\_\_

Routine PM or Inspection Services Performed: \_\_\_\_\_

Summary of Services Performed including Type of units, Quantity of units, and/or Maintenance Schedule: \_\_\_\_\_

**Reference 3**

Company/Entity Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Service or Contract Period: \_\_\_\_\_

Routine PM or Inspection Services Performed: \_\_\_\_\_

Summary of Services Performed including Type of units, Quantity of units, and/or Maintenance Schedule: \_\_\_\_\_

## 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. Y16-1041-TA**

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

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

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

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

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

OR

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

## LITIGATION STATEMENT

### CHECK ONE

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

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

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

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

\_\_\_\_\_  
TITLE

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

## E VERIFICATION CERTIFICATION

Contract No.Y16-1041-TA

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.Y16-1041-TA, HVAC Preventative Maintenance and Emergency Repairs for Eastern Water Supply Facility**, within the state of Florida.

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

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

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

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

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



**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS  
THE PRINCIPAL OR PRIMARY PROPOSER**

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

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

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

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

---

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Business Phone: (     ) \_\_\_\_\_

Facsimile:         (     ) \_\_\_\_\_

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

Name of Bidder's Authorized Agent:

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

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Business Phone: (     ) \_\_\_\_\_

Facsimile:         (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

\_\_\_\_\_

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

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

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

(Notary Seal)

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

\_\_\_\_\_  
Staff signature and date of receipt of form

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

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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

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

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

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

**Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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







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

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**AGENT AUTHORIZATION FORM**

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

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

\_\_\_\_\_  
Date

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

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

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

(Notary Seal)

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

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

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

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

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

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

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

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

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ACQU INSR	SUBR WVD	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<b>GENERAL LIABILITY</b> <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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED.      RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 10. Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
11.							

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

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

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

## 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)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT C**

**POLICY NUMBER: COMMERCIAL GENERAL LIABILITY  
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 <sup>nd</sup> FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

#### Schedule

**Name of Person or Organization:**

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

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©NCCI Holdings, Inc.

**EXHIBIT E**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>nd</sup> FLOOR  
ORLANDO, FL 32801

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

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

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

**Attachment A**

**County Equipment Requiring Monitoring, HVAC Preventative Maintenance and Repairs**

<b>Qty</b>	<b>Equipment Description</b>	<b>MFR</b>	<b>Model</b>	<b>Serial Number</b>	<b>Building Location</b>
1	70-125 Ton Air-Cooled Chiller	Trane	CGAM 070F 2N02 AXB2A1A1 A10X XA1D 1A2X XAXX XBXA 3A10 1XXL XX	U16C53407	Bldg 90
1	70-125 Ton Air Cooled Chiller	Trane	CGAM 070F 2N02 AXB2 A1A1 A10X Xa1D 1A2X XaXX XBXA 3A10 1XXL XX	U16C53506	Bldg 90
2	Pump/Motor Combination Set	Pumps Bell & Gossett	7.5 HP Century and US Motors	1SSF555LF	Bldg 90
1	Indoor Modular Climate Change AHU-1	Trane	MCCA017GAMoACC000G 0EAA00C0A0000AC000- A000000A	N/A	Bldg 90 Room SC- 101
1	Indoor Modular Climate Changer AHU-2	Trane	MCCA006GAM0AAB000A 0EAA00C0A0000BA000B0 00000A	N/A	Bldg 90 room SC- 101
1	Indoor Modular Climate Changer AHU- 3	Trane	MCCA014GAM0aCC000F 0EAA00C0A0000AC000A0 00000B	N/A	Bldg 90 room SC- 106
1	Indoor Modular Climate Changer AHU-4	Trane	MCCA006GAM0AAC000A 0EAA00C0A0000BA000B0 00000B	N/A	Bldg 90 room SC - 106
1	Building Control Unit/Software Tracer Summit Software and Hardware Front End Trane Summit Building Control Unit(BCU) Room SC-106	Trane	BMTX		Bldg 90
2	Carrier Weather Master Series 80-PAC-01	Carrier	50HGA020A-B73433 and 50HGA020A-B601JH	3004F46670	Bldg 80

**Attachment A-Continued**

<b>Qty</b>	<b>Equipment Description</b>	<b>MFR</b>	<b>Model</b>	<b>Serial Number</b>	<b>Building Location</b>
1	Carrier Weather Master Series 75-PAC-01	Carrier	50HJ-007G-F641CA	3105G50515	Bldg 75
1	Wall Unit	Trane	PTED1501GAA	N/A	Bldg 60
1	Compressor and Air Handler Unit	American Standard Inc. (The Trane Co)	Compressor Model # TTA240B400BC Air Handler Model #TWE240B400BC	Compressor Serial #L2132ECAH Air Handler Serial #L224XPO6H	Bldg 50
1	Carrier Weather Master Series 50PAC-01	Carrier	50AWB050-GF611EM	2904F45798	Bldg 50
1	Carrier Weather Master Compressor and Air Handler Unit, 20 CU-01 and 20 AHU-01	Carrier	Compressor Model #38ARD012-E601AA Air Handler Model # 40RM 0-014-H611YC	Compressor Serial #3304G30047 Serial #2104F34819	Bldg 20
1	Air Handling Unit, ¼ HP, 1.3 F.L. AMPS, 208-230 Volts	Trane	TAM4A0A24S21SDA	1528276MBV	Bldg 65
1	Compressor and Air Handler Unit	Payne	PH13AAM120000AA	0313V62674	Bldg 70

## Attachment B

### Filter Types

Unit or Building	No. of Filters	Size
Fan Powered Boxes 1,2,3,48,10,12,25	Each box uses one (1)	12X16X1
AHU # 1	4	20 X 20 X 4
AHU # 1	2	10 X 24 X 4
AHU # 2	2	20 X 20 X 4
AHU # 3	3	20 X 20 X 4
AHU # 3	3	16 X 20 X 4
AHU #4	2	20 X 20 X 4
AHU # 4	4	16 X 20 X 2
Bldg. 50	4	16 X 25 X 3
Bldg 50	4	16 X 20 X 2
Bldg 50	10	20 X 24 X 2
Bldg 20	6	16 X 24 X 2
Bldg 20	2	16 X 16 X 2
Bldg 75	4	16 X 16 X 2
Bldg 80	9	16 X 25 X 2
AHU #1	1	28.75 X 22 X 1 * CUSTOM MADE- METAL OUTSIDE ALUMINIMUM FILTER
AHU # 2	1	28.75 X 22 X 1 * CUSTOM MADE- METAL OUTSIDE ALUMINIMUM FILTER
AHU # 3	1	29.50 X 44.50 X 1 * CUSTOM MADE- METAL OUTSIDE ALUMINIMUM FILTER
AHU # 4	1	12 X 13 X1 * CUSTOM MADE- METAL OUTSIDE ALUMINIMUM FILTER

**Attachment C  
Belts**

<b>Unit or Building</b>	<b>No. of Belts</b>	<b>Type of Belts</b>
AHU # 1	1	BX50
AHU # 2	1	A46
AHU # 3	1	BX42
AHU #4	1	A49
Bldg. 50	2	B54
Bldg 20	1	B x 39
Bldg 75	1	A38
Bldg 80	1	BX46
Women's front restroom exhaust fan	1	(4L470 belt)
AHU 1 Exhaust Fan	1	4L440
AHU 2 Exhaust Fan	1	4L440
Locker Rooms Exhaust	1	4L280
Rear Restrooms Exhaust	1	4L280
Chemical Room Exhaust	1	4L210
Storage Room	1	4L210