

**Issue Date: February 17, 2017**

**INVITATION FOR BIDS #Y17-158-MV**

**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:

**EXTERIOR PAINTING AND PRESSURE WASHING – UTILITIES DEPARTMENT  
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, March 16, 2017** 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>

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
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 Melisa Vergara, Senior Purchasing Agent at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@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 [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net), no later than 5:00 PM Friday, March 3, 2017, to the attention of Melisa Vergara, 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. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm 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. 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.**

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

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

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

- **Orange County Lobbyist Regulations General Information**  
<http://www.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.

#### **15. BID AND RELATED COSTS**

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

#### **16. CONTRACTUAL AGREEMENT**

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

#### **17. PUBLIC ENTITY CRIME**

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

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

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

**18. DRUG-FREE WORKPLACE FORM**

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

**19. SUBCONTRACTING**

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

**20. CONFLICT OF INTEREST FORM**

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

**21. ETHICS COMPLIANCE**

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

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with 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.



**22. SUBMISSION OF BID**

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

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

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

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

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

**23. COPIES**

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

**24. PROPRIETARY/RESTRICTIVE 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.

**25. 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.

**26. PAYMENT TERMS/DISCOUNTS**

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

**27. PATENTS AND ROYALTIES**

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

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the

County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

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

**28. INDEMNIFICATION**

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

**29. CLARIFICATIONS**

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

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

**30. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

**31. 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.

**32. PRICING/AUDIT**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the 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.

**33. EMPLOYEES OF THE CONTRACTOR**

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

**34. TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, 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.

**35. CONTRACT CLAIMS**

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

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the 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.

**36. VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of 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.

**37. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may 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.

**38. 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.

**39. 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 :**

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

## **SPECIAL TERMS AND CONDITIONS**

### **1. QUALIFICATION OF BIDDERS**

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

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.
- B. List of equipment and facilities available to do the work (see Attachment 1).
- C. List of personnel, by name and title, contemplated to perform the work.

**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.

### **2. LICENSES AND PERMITS**

Prior to furnishing the requested product(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.

### **3. 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.

### **4. AWARD**

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

### **5. 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.

## 6. PERFORMANCE

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

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

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

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

## 7. TERMINATION

### A. Termination for Default:

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

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

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

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

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

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  1. The potential for fire, explosion, corrosiveness and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**9. CODES AND REGULATIONS**

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

**10. 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  
8100 Presidents Dive Orlando, FL 32809  
407-836-6857

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.

**11. DEBRIS**

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

**12. 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>

### 13. **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 \$500,000.00 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

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

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

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

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

The certificate holder shall read:

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

**14. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- 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.

**15. PRICING**

The County requires a firm price for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

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

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

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

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

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

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

**CPI-U Calculation Example:**

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

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

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

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

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

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

**18. METHOD OF ORDERING**

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

**19. REQUIREMENTS CONTRACT**

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

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. 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 goods or services from other sources until the deficient performance has been cured or the contract terminated.**

## **SCOPE OF SERVICES**

### **1. GENERAL**

Contractor shall provide exterior painting and pressure washing services for various Utilities facilities throughout Orange County. The Contractor shall provide all supplies, materials, tools, equipment, labor and facilities inclusive of all cost to provide the services herein.

#### **Hours of Performance**

1. Standard Hours: Standard working hours are Monday through Friday, 8:00 AM to 5:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-Standard working hours are other than Monday through Friday, 5:00 PM to 8:00 AM, weekends, and Orange County holidays.

### **2. STAFFING**

- A. The Contractor shall identify a primary contact person with whom the Contract Administrator may consult with regarding contract performance throughout the entire life of the contract. The Contractor shall provide a working phone number, fax number, and e-mail address for this person. This person shall be reachable at all times during standard business hours.

The Contractor shall notify the Utilities Contract Administrator in writing at least forty-eight (48) hours prior to the replacement of the primary contact person. The name of the replacement contact person shall be provided at that time along with updated contact information.

The primary contact person shall be available to make binding decisions on behalf of the Contractor including, but not limited to, changes in service and schedule.

- B. The Contractor shall provide an experienced Project Manager for each project. The Project Manager shall be involved in the planning process of the project, attend all meetings per County request, and supervise the entire project on behalf of the Contractor for the entire duration of the project. The Project Manager shall be reachable by phone and e-mail at all times during project activity. Project Managers shall have a minimum three (3) years' experience managing painting service projects.
- C. All personnel provided by the Contractor, shall be qualified, trained, competent, experienced, and skilled in the work to be performed. All current and future employees shall have a minimum two (2) years' experience performing similar work.
- D. Effective communication with the Utilities staff and building occupants is required to perform this Scope of Services. Therefore, Contractor shall ensure that all points of contact and project managers are able to read, write, and speak English fluently.



- E. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.
- F. The Contractor shall ensure proper dress code, appearance, and conduct of its employees while on County premises. Employees are to conduct themselves in a business-like manner at all time. Open-toed shoes are not permitted. The Contractor shall ensure that all of its employees are clean, neat and appropriately attired during the performance of the services.

**There shall be no smoking on County property at any time.**

The Utilities Representative will inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.

- G. The Contractor shall ensure that all employees are properly dressed with a uniform shirt displaying the company name/logo and prominently wear a photo ID badge on the front of their uniform at all times when on County property. The Contractor shall be responsible for providing photo ID badges for all employees and subcontractors.
- H. Only Contractor's employees shall be used to perform the required services this contract unless otherwise approved, in writing, by the Utilities Representative.

The Contractor shall not use employees of any temporary employment agency or casual/day laborer to supplement his work force in County buildings for any reason.

- I. All Contractor personnel shall identify themselves at the appropriate administrative office, sign in or check in with an authorized Utilities Representative upon arrival and prior to beginning work and upon completion of work and leaving site.

### **3. PERFORMANCE**

- A. The Contractor shall conform to all Federal, State, City, Orange County standards and regulations during the performance of the contract. Applicable standards and guidelines includes but are not limited to:
  - o Society for Protective Coatings (SSPC)
  - o Environmental Protection Agency (EPA) Guidelines
  - o Manufacturer's Instructions

- B. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.

- C. All of the services required hereunder shall be performed by the Contractor or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed and permitted under state and local laws to perform such services.

- D. The Utilities Representative, with advisement of the Contract Administrator, may request the Contractor temporary or permanently remove any personnel from performing services under this contract if it is determined that services are not being performed in accordance with the terms and conditions of this contract.
- E. The County Representative will inform the Contractor of any other contractors conducting work the same job site. The Contractor shall cooperate with and ensure non-interference of any other work being performed at the job site by other contractors.
- F. Any damage to County facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity.
- G. The Contractor shall be able to perform multiple concurrent projects. These projects shall be handled independently of each other.
- H. The work shall be performed in such a manner to prevent interruption and interference with the proper execution of Orange County business and provide the least inconvenience to building occupants and visitors. The Contractor shall follow the directives of County Representative with respect to scheduling services and any deliveries under this contract.
- I. The Contractor shall not disturb papers on desks, open desk drawers or cabinets, or use Orange County telephones, except as authorized. Verbal interaction between Contractor's employees and building occupants shall be kept to a minimum.
- J. Services not performed in accordance to the scope of this contract will be considered unsatisfactory and unacceptable. The Contractor shall halt the project upon notification by Utilities Representative of a performance deficiency/unsatisfactory performance.

The Contractor shall not continue a project until the deficiency is resolved or have received notification to proceed in writing from the Utilities Representative.

- K. In the event of non-performance or unsatisfactory performance by the Contractor, or employees of (including subcontractors), the Utilities Representative will exercise one of the following options:
  - 1. Notify the Contractor of non-performance/unsatisfactory performance and allow the Contractor to correct such item of non- performance/unsatisfactory performance within the same day or per mutually agreed time in writing. Although the timeframe for making corrections may occur outside of the Contractor's normal working hours, the Contractor will not receive any further compensation.
  - 2. The Contract Administrator may request the Contractor remove any employee if it is a personnel related issue.
  - 3. The County may cancel the project or any portion of the project.

4. The County reserves the right to correct any item of non-performance/unsatisfactory performance by any means it deems necessary to ensure the effective operation of the County's facilities. Costs incurred by the County for the correction using County employees shall be deducted from payments made to the Contractor. If another Contractor is used to correct the item, that cost will be deducted from the Contractor's invoice at the rate charged by the requested Contractor.
- L. The Utilities Representative shall notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Procurement Division, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.
- M. The Contractor shall submit a detailed Corrective Action Plan (CAP) for each report of unsatisfactory performance to the Procurement Division. The CAP shall fully address the performance deficiency and detail the corrective procedure the Contractor shall follow to ensure the deficiency is corrected and to prevent future reoccurrences for the life of the contract.

The Contract Administrator will review the CAP and advise the Procurement Division of acceptance or non-acceptance. The County reserves the right to request modifications and to reject a CAP. The Contractor shall be fully bound to each accepted CAP for the life of the contract unless otherwise noted by the County in writing. This provision does not supersede the County's Termination for Default Clause as found in the Special Terms and Conditions, Article 7, Termination.
- N. The Contractor and Project Managers shall attend any meetings requested by Utilities Representatives related to this contract.

**4. SAFETY**

- A. The Contractor shall provide and ensure that all personnel providing services under this contract are in compliance with applicable laws, standards, and health and safety requirements of the industry to include by not limited to:

Occupational Safety and Health Act (OSHA)

National Institute for Occupational Safety & Health (NIOSH)

Orange County Safety & Health Manual.

The manual can be accessed online at:  
<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

The Contractor shall obtain the latest applicable version of all applicable safety requirements and apply them.

- B. The Contractor shall immediately report to the Utilities Representative the issues which may affect the safety of Orange County personnel or the public.
- C. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- D. The Contractor shall immediately upon contract award prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Utilities Contract Administrator will review the Safety Plan and provide comments to the Contractor within ten (10) business days after contract award or following receipt of the plan. The Contractor shall finalize the Safety Plan within five (5) business days following receipt of the comments.
- E. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, ventilation, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- F. All equipment used in the performance of these services shall be properly maintained and subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be promptly moved from the County's premises.

**5. TRAVEL AND PARKING**

- A. The Contractor shall be responsible for all travel and per diem cost to and from the various County facilities. Travel time and mileage for each project shall be included in the bid item unit prices. There shall be no additional compensation for travel charges following contract award.
- B. The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Orange County shall not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or the Contractor's employee. The Contractor and Contractor's employee vehicles shall be properly identified.

**6. GENERAL WORK REQUIREMENTS**

- A. The Contractor shall furnish all labor, materials, paints, solvents, primers, tools, equipment, scaffolding, incidentals, and supervision required for the cartage, unloading, storage, surface preparation, application, and clean-up of the paint and associated products.

"Paint," as used herein, means coating systems materials including; primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as a prime, intermediate, or finish coat.

A majority of the work herein shall require that the Contractor to paint and finish exposed surfaces using the combination of materials listed as specified herein or other materials as needed for a complete and proper application.

- B. The Contractor shall mix, prepare, and apply all products, including but not limited to, paint and pressure washing chemicals in accordance with the manufacturer's instructions. The manufacturer's instructions shall be adhered to unless otherwise directed by the Utilities Representative in writing.
- C. Pigmented prime coats may be tinted to approximate shade of the final coat. Visible contrast is required. The Contractor shall seek clarification from the County Representative on the degree of contrast required for each prime coat per project.
- D. The Contractor shall paint and finish exposed surfaces using the combination of materials listed as specified herein or other materials as needed for a complete and proper application.

The Contractor shall avoid surface and inter-coat contamination. The Contractor shall sweep dust, dirt, and debris away before painting. In the event surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating time shall be as specified by the manufacturer's printed instructions.

- E. The Contractor shall provide barrier coats over non-compatible primers or remove the primer and re-prime as necessary.
- F. The Contractor shall use finish coat materials that are compatible with the prime coats actually used.

The Contractor shall ensure compatibility of finish coat with prime coats.

- G. Where there are no compatible same manufacturer systems, the Contractor shall submit their requested manufacturer's data to the Utilities representative for approval.
- H. The Contractor shall request prompt clarification when instruction is lacking, conflicts occur in the specifications and /or paint manufacturer's literature of the procedure specified is not clearly understood.

In the event the Contractor fails to resolve any conflicts that may exist prior to the performance of the work, the Contractor shall handle the discrepancies and problems in a manner as prescribed by the Utilities Representative.

- I. Occasionally, the Contractor may be required to apply paint, stain or transparent coating to: interior wood doors, benches etc.; concrete floors or stairs; metal railings; or other surfaces.
- J. The Contractor may be required to repair or replace drywall sections (to include taping and finishing of seams in preparation for prime and paint), match existing wall texturing, and prepare walls for paint.

- K. The Contractor shall provide the County a copy of Material Safety Data Sheets (MSDS) for each product to be used prior to the start of each project.

The Contractor shall maintain a copy of the MSDS at the work site. The Contractor's assigned Project Manager shall promptly supply this information at the request of the County.

- L. The work does not involve lead based paint removal or abatement. It may involve cleaning or preparation of lead based paint surfaces and painting over surfaces that have lead based paint.

Buildings constructed prior to 1980 may require lead abatement. This will be the sole responsibility of Orange County. The Contractor shall paint these surfaces only after the County ensures the buildings have been lead-abated.

## **7. QUOTE REQUEST, DELIVERY ORDERS, AND SCHEDULING**

- A. The Contractor shall be responsible for visiting the job site with the Utilities Representative to assess the extent of the job requirements and become familiar with site working conditions before issuing a quote. The Utilities Representative and Contractor shall mutually agree on the types and quantities of items required for each painting and/or pressure washing project.
- B. The work to be performed under this contract may occur during standard or non-standard hours depending on the requirements of the particular building needing contracted services. All painting and pressure washing shall be done so as to minimize the impact to the building occupants and visitors.
- C. The Contractor shall submit a written quote based upon the Contractor's bid prices per the bid response form in the Invitation for Bids to the Utilities Representative for approval within twenty-four (24) hours of site visit or as mutually agreed between Contractor and County Representative.
- D. The Contractor shall quote the services using the pricing specified in the Bid Response Form of the Invitation for Bids. The written quote shall list the following information using the bid schedule:
  - 1. Building name/ number and address
  - 2. Number of square feet to be painted and/or pressure washed
  - 3. Total cost to complete the project
    - a. Project cost shall be broken down by the type of service to be performed per contract.
  - 4. Number of working days for completion once project is started or start and completion date
  - 5. Products to be used, including manufacture's name
  - 6. Color selection
- E. Should there be a conflict with the estimated quantities provided by the Contractor and County records, the Contractor shall provide additional details to satisfactory account for the difference.

- F. The County will issue individual Delivery Orders for each project. The Contractor shall not begin work prior to receiving a delivery order.
- G. The County will process a change order for changes requested during the course of a project. The Contractor shall not perform any service without an active delivery order/change order.
- H. Within twenty four (24) hours of delivery order receipt, the Contractor shall supply a written schedule detailing the tentative start, completion, and inspection dates for County approval. The Contractor shall not begin work without schedule approval by Utilities Representative. Any changes to this schedule for work and inspections shall be communicated to the Utilities Representative as soon as the change becomes apparent and prior to becoming effective.
- I. The Contractor shall maintain the agreed upon work schedule. The County will allow for reasonable delays caused by weather conditions.
- J. The County reserves the right to make changes to the work schedule depending on building operational requirements or other unforeseeable events.
- K. At any time during the contract, the Contractor shall have adequate resources to work on multiple Orange County projects at the same time. The Contractor shall work on each project independently.
- L. The Contractor shall use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts to complete the project.

**8. PRODUCT SPECIFICATIONS**

**A. PRODUCTS - PAINT MATERIALS**

- 1. The Contractor shall use only County approved painting manufactures/products. The Contractor shall verify that the manufacture and product are acceptable to the County prior to use per project.

Sherwin Williams is the County's specified painting product manufacturer.

Painting products from other manufacturers of equivalent or better quality may be accepted with County approval. The Contractor shall be responsible for verifying product equivalence.

- 2. No solvent-based materials are acceptable unless indicated for special purposes (VOC maximum level shall not exceed current state and federal regulations).
- 3. Block Filler
  - a. PVC-65% maximum
  - b. Percent solids by volume - 45% minimum, ASTM D 2697 (TESTED)
  - c. Pigment to binder ratio - 3.6 to 1 maximum

- d. Vehicle-unmodified 100% acrylic resin emulsion (TESTED)
  - e. Resistance to mildew-ASTM G21 rating maximum1 (TESTED)
4. 100% Acrylic Primer
- a. Percent solids by volume - 35% minimum, ASTM D 2697 (TESTED)
  - b. Dry adhesion- 4A minimum rating on tin plate, ASTM D 3359 (TESTED)
  - c. Pigment to binder ratio - 1.5 to 1 maximum
  - d. Vehicle-unmodified 100% acrylic resin emulsion (TESTED)
  - e. Resistance to mildew-ASTM G21 rating maximum 1 (TESTED)
  - f. Wet adhesion- 3A minimum rating on tin plate, Battelle Method Test (TESTED)
5. 100% Acrylic Latex Satin Exterior Coating
- a. Percent solids by volume - 34% minimum, ASTM D 2697 (TESTED)
  - b. Dry adhesion - 4A minimum rating on tin plate, ASTM D 3359 (TESTED)
  - c. Vehicle - unmodified 100% acrylic resin emulsion (TESTED)
  - d. Resistance to mildew - ASTM G21 rating maximum 1 (TESTED)
  - e. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test (TESTED)
  - f. 60 Degree Gloss on tin plate ASTM D523 (15 minimum to 25 maximum (TESTED)
  - g. QUV Exposure-1000 hrs. ASTM G53 (TESTED)
    - 1. Chalk resistance ASTM D659, 7 minimum (TESTED)
    - 2. Gloss retention - 60 % minimum. ASTM D 523 (TESTED)
  - h. Contrast ratio - .96 at 3 mils wet ASTM D 2805 (TESTED)
6. Water Repellent Sealer (Water Based)
- a. Sealer will be approved contingent upon the following field evaluation being done by the County's Representative.
  - b. Prepare a 3 ft by 3 ft. area (supervised) with the water repellent applied. The area will be determined by the Utilities Representative. After allowing five (5) days for the sample to cure, a Rilem or Carsten uptake test on the treated area shall be performed by the Contractor.
  - c. Applied material shall result in a clear finish. No milky or cloudy appearance shall be accepted



7. 100% Acrylic Semi-Gloss Latex Exterior Coating
  - a. Percent solids by volume - 33% minimum. ASTM D 2697 (TESTED)
  - b. Vehicle - unmodified 100% acrylic resin emulsion
  - c. 60 Degree Gloss on tin plate ASTM D523 (40 minimum to 65 maximum) (TESTED)
  - d. Dry adhesion - 4A minimum rating on tin plate, ASTM D3359
  - e. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test
  - f. Contrast ratio: .96 at 3 mils wet ASTM D2805
  
8. Non-Ferrous Metal Primer – 100% Acrylic Primer Sealer (Chalk Bonder)
  - a. Vehicle - Ultra fine particle size resin emulsion
  - b. Percent solids by volume - 25% maximum. ASTM 2697 (TESTED)
  - c. Adhesion over #6 chalk by Test Method A, X Cut, 4A minimum rating, ASTM D3359 (TESTED)
  - d. PVC-25% minimum to 30% maximum
  - e. Pigment to binder ratio - 1.1 to 1 maximum
  
9. Water Based Rust Inhibitive Primer
  - a. Acrylic emulsion primer with rust inhibitive properties
  - b. Must resist flash rusting
  - c. Percent solids by volume - 35% minimum. ASTM 2697 (TESTED)
  - d. Corrosion resistance over ferrous metal ASTM G85 ANEX A5 500 hours, rust grade #8 min. as rated per ASTM D610
  
10. Two (2) Part Surface Tolerant Rust Inhibitive Primer
  - a. Vehicle - Two component polyamide epoxy mastic type that is chemical and abrasion resistant. Surface tolerant to adhere to surfaces with incomplete surface preparation and some rust remaining.
  - b. Percent solids by volume - 72% minimum ASTM D-2679 (tested).
  - c. Adhesion - 5 rating, no failure, ASTM D-3359 method B over rusty steel and aged alkyd coating.
  - d. Pencil hardness - 4H-ASTM D3363 (tested).
  - e. Solvent resistance - Methyl ethyl ketone - 75 double rubs with no softening. Color - off white to tan acceptable.
  
11. High Performance Acrylic Latex Gloss Interior/Exterior Coating
  - a. Volume Solids: 33% minimum ASTM D2697 (TESTED)
  - b. Dry Adhesion: 5A minimum rating on tin plate, ASTM D3359 (TESTED)

- c. Resistance to mildew: Maximum G21 rating Maximum 1 (TESTED)
  - d. Wet Adhesion: 3A minimum rating on tin plate. Battelle Method Test
  - e. Gloss 60 Degree: 65 minimum ASTM D523 (TESTED)
  - f. Scrub ability: 500 scrubs minimum to failure. ASTM 2486 (TESTED)
  - g. Pencil hardness: HB minimum on tin plate ASTM D3363 (TESTED)
  - h. Contrast ratio: .96 @ 3 mils wet. ASTM D2805 (TESTED)
12. The painting materials in this section are based, in general, on the products of paint/sealers from an acceptable supplier's recommendation.
13. Undercoats and thinners:
- a. Use undercoat paint produced by the same manufacturer as the finish coat.
  - b. Use only thinners recommended by the paint manufacturer, and use only to the recommended limits.
  - c. Use undercoat, finish coat, and thinner as parts of a unified system of paint finish.

OTHER EQUAL OR BETTER PRODUCTS MAY BE SPECIFIED BUT SHALL BE APPROVED BY THE COUNTY'S REPRESENTATIVE FOR EACH JOB.

ALL MATERIALS AND PAINTS SHALL BE LEAD AND MERCURY FREE. ALL MATERIALS SHALL BE BROUGHT ON-SITE IN THE ORIGINAL UNOPENED CONTAINERS.

**B. COLOR SCHEDULES: ESTABLISHMENT OF COLORS**

- 1. Colors shall be approved County Representative
- 2. Pigmented prime coats may be tinted to approximate shade of the final coat. Some contrast is required. Contrast will be approved by Utilities Representative prior to application.
- 3. The Contractor shall provide the sample colors based on discussion with Utilities Representative on color schemes. The Utilities Representative will make the selection of the color for each job. This selection will be documented on the respective delivery order.
  - a) The Contractor shall apply a five foot by five foot (5' x 5') section of the selected color to the building allowing 24-48 hours dry time to ensure proper color development.
  - b) The Contractor may be required to provide the Utilities Representative with color chips for color selection on each job. The Contractor may be required to provide a two foot by two foot (2'x2') sample of the final paint selection.

4. Upon completion of an individual job, the Contractor shall deliver to the Utilities Representative a written list of each color, type, formula, and gloss of the paint used and location where it was used. The Contractor shall provide information on a site plan when requested.

### **C. APPLICATION EQUIPMENT AND OTHER MATERIALS**

1. The Contractor shall provide and use only equipment approved for application by the paint manufacturer of the particular paint being used. This will include but not limited to lifts, scaffolds, and high reach equipment. All equipment shall be in proper working order and not to cause damage to County property.

The County reserves the right to furnish tools and materials as determined by the County.

2. Dry film thickness shall be in accordance with manufacturer's specifications for the product being used. Dry film thickness shall be checked with a properly calibrated Dry Film Thickness Gauge or by other specified approved instruments.
3. The Contractor shall provide other materials not specifically described but required for a complete and proper installation as selected by Contractor subject to the approval of the Utilities representative.

## **9. WORK SPECIFICATIONS**

### **A. SURFACE PREPARATION**

1. The Contractor shall ensure that each surface is cleaned and prepared as required for proper adhesion. Should any surface be found unsuitable to produce a proper paint or sealant finish, the Contractor shall notify the Utilities Representative in writing and no material shall be applied until the unsuitable surfaces have been approved as satisfactory.
2. For proper adhesion, the Contractor shall ensure that:
  - a. All surfaces to be coated shall be cleaned and free from rust, dirt, mildew, mold, algae, grease, oil, peeling and/or loose paint, powdery chalky residues and any other material or condition that may inhibit bonding and adhesion.
  - b. Deterioration shall be removed with a combination of solvent or detergent washing, hand or power tool cleaning, to bring back to an acceptable surface. Glossy areas of sound previous coating need not be removed but should be mechanically abraded or chemically treated to create a surface profile that increases coating adhesion.

- c. In areas where corrosion cannot be chemically removed or treated to ensure a proper surface, the contractor shall be responsible for removing, preparing and replacing such areas. Contractor shall submit in writing a description of the process to be used for removing, repairing of issues such as rust, mildew and mold. Contractor shall not proceed until approval is given in writing from Utilities Representative.
3. The Contractor shall:
  - a. Pressure clean all exterior surfaces to be coated with a solution of 10% sodium hypochlorite (chlorine) and 90% water at no less than 3500 psi. To achieve the proper chlorine/water mixture, the use of a factory pre-set 10:1 ratio chemical injector that attaches to the pressure washer is recommended. This injector siphons pure chlorine (sodium hypochlorite) from the container and eliminates the need for mixing and reduces the chance of error. If proper mildew removal is not being achieved, the Contractor shall request the use of a higher percentage of chlorine to the Utilities Representative. Prior approval by the Utilities Representative shall be received in order to increase the percentage.
  - b. Protect exterior junction boxes, fire horns, and speakers from Chlorine or other cleaning material when pressure washing. Cover speakers, boxes, and horns with plastic bags. The Contractor shall **not** pressure wash within a four (4) foot radius of horns, boxes and speakers.
  - c. Protect foliage from chlorine contamination. Should the chlorine solution strike unprotected plants, rinse the plants as soon as possible with plain water.
4. Should old coatings begin to peel off, the Contractor shall use additional removal techniques to achieve a solid substrate including higher pressure washing, scraping, and wire brushing or ultimately, wet or dry sand blasting may be needed.
5. On some buildings where elastomeric coatings were previously used, tests shall be made with a scraper to assure proper adhesion. If proper surface preparation underneath the elastomeric coating was not properly done, the elastomeric shall be peeled off with at least 3000 psi and with hand methods as necessary.
6. The Contractor shall verify that all substrate conditions are ready to receive work prior to application of any primer or finish coat.
7. The Contractor shall remove or mask electrical plates, nomenclature plates, hardware, trim or fittings prior to preparing surfaces or finishing. The Contractor shall ensure that all items removed are replaced to their original condition or better, prior to completion of the job.

8. The Contractor shall examine the areas and conditions under which work will be performed. The Contractor shall correct conditions detrimental to timely and proper completion of the work, to include but not limited to the repair of holes, cracks, chips, rips, dings, etc. The Contractor shall not proceed until unsatisfactory conditions are corrected.
9. Rust Removal:
  - a. Rust particles in stucco:
    1. For areas of rust run down from small embedded iron particles in stucco, the Contractor shall chip out the spots as best possible to remove the source of the rusting. The remaining rust stains shall be sealed to prevent bleed through.
  - b. Exposed rusted rebar:
    1. For those areas with exposed rusty rebar, the Contractor shall determine if sufficient structural damage has occurred to warrant concrete restoration. If that is the case, this work will be outside the scope of services of this contract, and the paint work shall be stopped until the County can provide for the proper restoration of the spalled, cracked stucco that occurred due to the exposed rusted rebar.
    2. In areas of light rust bleed through from slightly exposed rebar, the rebar shall be wire brushed thoroughly and spot primed.
  - c. Exposed metal surfaces:
    1. All exposed metal having rusty areas shall be hand tooled and/or mechanically abraded back to a bright metal finish in accordance with applicable SSPC standards. These areas shall then be treated with Ospho or equal (rust inhibitor) primed and painted according to material schedule.
10. Caulking Removal
  - a. The Contractor shall ensure that all construction joints, expansion joints, inside angles or changes of direction, junctions of dissimilar materials (such as wood to stucco, metal to stucco, etc.), through wall penetrations (such as pipes, conduit, anchor bolts, etc.), window, all 90 degree angles on the top-side of all window sills, junction of the metal cap where one piece overlaps another, door, and slab joints are carefully inspected for caulking deterioration, loss of adhesion, cracking, etc.

- b. The Contractor shall ensure that failing caulk is removed thoroughly and the area cleaned with an appropriate solvent. Use of mineral spirits or turpentine is prohibited. Once caulk is removed and the void cleaned to a sound substrate, the Contractor shall install an acrylic-latex silicone or polyurethane caulk/sealant.
- c. The Contractor shall ensure that all areas being caulked are prepared as directed on the sealant product data sheets.
- d. The Contractor shall make every effort possible to reduce the “open time” of prepared joints to receive new caulk/sealant to prevent water intrusion.

11. Static Crack Repair

- a. The Contractor shall ensure that all static cracks (not to exceed 1/32” x 1/32”) shall be cleaned out and opened to a “V” configuration.
- b. The Contractor shall fill all prepared static cracks with patch or caulking material to match the existing texture as closely as possible.

12. Dynamic Crack Repair

- a. The Contractor shall ensure that all dynamic cracks (cracks larger than 1/32” x 1/32”) are cut with an electric saw to a minimum of ¼” x ¼”.
- b. The Contractor shall ensure that all dynamic cracks are packed with the appropriate size backer rod or bond breaker tape.
- c. The Contractor shall caulk all dynamic cracks with Elastomeric Acrylic Urethane Caulk and/or an alkyd based single component urethane caulk and properly tooled to blend.
- d. In some areas, seepage from walls is evident. The Contractor shall clean such seepage, in order to prevent coatings from disbanding. Once surface is cleaned, the Contractor shall rout these areas and use a hydraulic cement mixture to blend with surrounding surfaces. Allow product to cure prior to applying paint products.

13. Exterior Exposed Wood

- a. The Contractor shall carefully inspect painted wood surfaces for evidence of deterioration or surface imperfections. The Contractor shall repair any imperfections (i.e. sandpaper any hard, glossy surface to ensure proper adhesion; fill nail holes, imperfections and cracks with putty; edges, corners and raised grain shall be eased by sanding). The Utilities Representative shall be notified of any wood replacement needed.

- b. The Contractor shall treat all rusty nail heads, screws and/or bolts with a phosphoric acid based solution, then putty with oil based putty or spot-primed to prevent rust bleed-through.

14. Stucco Repair

- a. The Contractor shall chip out areas of loose or hollow sounding stucco and replace with new stucco and a bonding agent or with Elastomeric Patching Compound. Care shall be taken to match the original texture of the stucco as closely as possible.

**B. PRIMING & SEALING**

1. The Contractor shall ensure that all areas that have been properly pressure cleaned and surface prepared receive the appropriate primer or sealer as listed in the specifications.
2. The Contractor shall apply primers and sealers exactly as specified on the data sheet or product label and shall only be thinned where indicated.
3. The Contractor shall not prime or seal areas that are damp or wet and when rain is imminent. The use of a moisture meter is recommended when surfaces are of questionable moisture content.
4. The Contractor shall use finish coat materials that are compatible with the prime coats actually used.
5. The Contractor shall provide barrier coats over non-compatible primers or remove the primer and re-prime as necessary.

**C. APPLICATION**

1. The Contractor shall apply paint/coatings evenly spread and well rolled or brushed. The finished coats shall be free from noticeable lap marks, brush marks, streaks, runs, sags, wrinkles, pinholes, shiners, etc.
2. The Contractor shall ensure all coatings are applied in strict conformance to manufacturer's instructions and guidelines.
3. The Contractor shall apply products and coatings, including all sealants, in strict accordance with the manufacturer's instructions as printed on original manufacture's labels and MSDS. The Contractor shall execute work in accordance with manufacturer's label directions.
4. The Contractor shall use only the manufacturer's thinners or comparable product to thin the respective products and in amounts prescribed.

5. It shall be the Contractor's responsibility to own and use a wet film thickness gauge to check the application thickness as the job proceeds. This method checked against the volume solids and coverage rates is the best guide in determining what the dry film thickness will be.
6. The Contractor shall, upon completion of the work of this section, deliver to the Utilities Representative a written list of each color, type, formula, and gloss of the paint used and location where it was used.

**D. QUALITY ASSURANCE AND ENVIRONMENTAL CONDITIONS**

1. The Contractor shall take weather conditions into consideration when planning any work under this contract. The Contractor shall not attempt to perform work affected by weather unless conditions are permissible. It shall be the Contractor's responsibility to verify if weather conditions are permissible.
2. The Contractor shall paint only in dry weather when temperature is 50 degrees Fahrenheit or higher. The Contractor shall stop exterior work early enough to permit paint film to set up before condensation caused by night temperature drops occur. The Contractor shall not begin painting until surfaces are moisture free.
3. The Contractor shall not varnish or enamel in direct sunlight.
4. The Contractor shall store paint at room temperature.
5. The Contractor shall avoid surface and inter-coat contamination. The Contractor shall sweep dust, dirt and debris away before painting. In the event surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. The Contractor shall adhere to the recoating times as specified by the manufacturer's printed instructions.
6. All finish materials shall be applied in two (2) or more coats as required to ensure a uniform non-transparent appearance.
7. The Contractor shall paint only dry wood (less than 15% moisture). Cementitious substrate moisture content shall not exceed 25% prior to coating application. The Contractor shall not apply any paint/sealer in rain, fog, mist, damp or wet surface, or when the relative humidity exceeds 85%.
8. All application tools and equipment shall be in good working order suitable for proper application and meet all OSHA, state, and local safety standards.
9. The Contractor shall fully protect structures, shrubbery, equipment, outside carpeting and sprinkler systems against damage or paint over-spray during each stage of the painting project.



10. When painting exterior wall surfaces, the Contractor shall remove a minimum of six (6) inches deep of dirt from the bottom of the wall and paint exposed surface and backfill after the paint has dried.
11. The Contractor shall ensure paint is never over-sprayed onto adjacent vegetation, windows, vehicles, carpet, parking areas or walkways.
12. The County will provide water and electricity from existing facilities.  
  
The Contractor shall make and pay for modifications of either system to accommodate contract needs and restore both systems to original condition.
13. The Contractor shall ensure that normal safety signs, necessary lighting and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Painting materials shall be secured in accordance with OSHA regulations when not in use.

#### **E. PROPERTY PROTECTION**

1. The Contractor shall take all required steps to protect County owned property. The Contractor shall not make any alterations to any part of buildings without prior written approval by the Utilities Representative.
2. The Contractor shall immediately notify the County Representative in writing upon notice of pre-existing damages to any part of the exterior building envelope, including window systems (glass mullions caulking or water proofing). The same shall apply to any pre-existing damage to a lighting system or bird deterrent system.
3. The Contractor shall document any existing damages, including taking photographs, and provide this documentation to the County Representative for verification prior to starting work.
4. The Contractor is solely responsible for any damage caused by the Contractor's employees including any subcontractors, including damage cause by cleaning solutions. The Contractor shall repair or replace any damaged items that are identified by the County Representative and approved by the Utilities Management Division Manager.
5. Safety for Overhead Work: The Contractor's employees shall close off area(s) with cones or barricades and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers. Signs shall indicate that men are working above. All equipment or apparatus on the ground level shall also be marked off with cones, barricades (as needed) and signs warning pedestrian traffic. The Contractor shall provide safety cones, barricades, and signs.

6. Where, in the course of work, the service requires an outage of utilities, the Contractor shall request authorization from the County's Representative at least ten (10) working days in advance. The request shall state the anticipated duration of such outage. In the event of an emergency, when prior written approval is not practical or possible, prior verbal approval shall be obtained from the County's Representative before any shutdown of service is attempted.

**F. CLEAN-UP**

1. All cleaning equipment and material containers shall be removed by the Contractor upon completion of each cleaning period. No equipment or supplies shall be kept or stored on County property at any time without the prior written approval of the County Representative.
2. At the end of each work day, the Contractor shall properly remove or dispose of all materials and equipment used on the job site. Under no circumstances shall the Contractor empty waste in dumpsters at work locations, nor rinse any equipment in drains or plumbing systems of the building. The Contractor shall not clean equipment over storm drains.
3. All buildings and grounds shall be left in the same state of cleanliness as was found before job commencement.
4. The Contractor shall remove any areas of paint over-spray, drips, spills, etc.
5. The Contractor shall supply dumpsters and all materials, equipment, or other facilities necessary for clean-up.
6. The Contractor shall ensure that no paint residue (dust, chips, etc.) is visible. All paint shall be collected by either vacuuming with a HEPA vacuum, wet wiped or swept with a broom.
7. The Contractor shall ensure that all landscaping and plants, including mulch, grass, shrubbery, trees and any surrounding areas are free from overspray. The County reserves the right to have these items replaced at the Contractor's expense if overspray is found on these items.
8. The Contractor shall notify the County's Representative if any vehicle or machinery needs to be removed from designated painting area. Any over-spray shall result in repair or replacement at Contractor's expense.
9. The Contractor shall immediately correct any safety hazards. The Contractor shall ensure that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the Contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the Contractor's most current invoice. The Contractor will not be responsible for cleaning up debris left by County staff or other vendors.

## **G. DELIVERY OF MATERIALS**

1. All materials used in performance of the Contract shall be delivered to the jobsite in original, sealed factory containers and shall bear proper factory labeling including batch number and color number.
2. All containers shall have manufacturer's instructions as part of the labeling requirement.
3. All deliveries shall be the sole responsibility of the Contractor to coordinate. The Contractor shall notify the County's Representative of incoming deliveries.
4. The Contractor shall confine his apparatus, materials storage and operations of his workers to areas indicated by County's Representative. All materials used on the job shall be stored in a single place identified by the County's Representative. Such storage shall be kept clean, and the Contractor shall be liable for damage to surrounding areas.
5. The Contractor shall ensure that flammable material and/or fire hazard waste shall be stored, handled and used in an approved manner and shall be removed from the site daily.

## **H. INSPECTIONS**

Inspection and acceptance of services performed will be made by the County's Representative. The Contractor shall comply with the following requirements for inspections.

1. The Contractor shall provide a sample area showing each phase of work for the County's Representative inspection and approval. Upon approval, this will serve as the job standard for the remainder of that phase of work.
2. The Contractor shall inform the County's Representative of each phase of work, as detailed below, so that an inspection can be conducted by the County Representative. Such inspections shall not cause a delay in the work to the Contractor.
  - 1) Completion of pressure washing or sandblasting
  - 2) Completion of surface preparation, including caulking, scraping, sanding, sealing, and patching.
  - 3) Priming
  - 4) Application of 1<sup>st</sup> coat of finish
  - 5) Application of 2<sup>nd</sup> coat of finish
  - 6) Final inspection with Contractor and County Representative.

3. The Contractor shall ensure that each phase of the project is ready for inspection before calling for an inspection. The County Representative will respond to inspection calls from the Contractor within twenty-four (24) hours, excluding weekends, at which time a site inspection will be scheduled.
4. Work that will require inspection periods less than twenty-four (24) hours from completion shall be communicated to the County Representative prior to performing work and at the start of work.
5. The County reserves the right to perform inspections of products, materials, equipment, and work in progress at any time during the project. The County reserves the right to inquire and be advised by the Contractor on any methods being used to complete any phase of project.
6. The County Representative will provide the Contractor a punch list of items needing correction as-needed after each inspection phase. All punch listed items must be corrected within time frame specified by the County Representative at the Contractor's expense.
7. Work not done to the satisfaction of the County Representative per contract scope of services shall be redone at the Contractor's expense.
8. All jobs must be walked thru and approved by County representative upon completion.

I. **MAINTENANCE**

1. **Touch-up Paint:** The Contractor shall provide the County with an appropriate amount of paint of each product and color of finish coats only for touch-up that the County may need to accomplish. The amount to be provided will be agreed upon by the County and the Contractor per project.
2. **Warranty:** The Contractor shall guarantee all work against defective workmanship and materials for a period of five (5) years. In areas where the paint shows evidence of premature failure, the paint shall be removed by suitable means and the entire coating system reapplied at the Contractor's expense.

10. **PRESSURE WASHING**

- A. Exterior pressure washing shall be performed either during Standard or Non-Standard work hours, dependent upon the specific site requirements as determined by the County's Representative. All pressure washing shall be done so as to minimize the impact to the building occupants and visitors.
- B. The Contractor shall submit a plan for approval to the County's Representative that identifies the maximum water pressure to be used during the pressure washing process. The recommended pressures shall completely

account for the specific construction materials and techniques present in each building. During pressure-washing operations, no additives shall be used that are known to be harmful to humans, plants or other forms of wildlife. Use of any additive requires the specific permission of the County's Representative along with submission of MSDS. The Contractor shall not conduct cleaning, hosing, or pressure-washing operations that are disruptive to building operations, occupants or visitors.

- C. The Contractor shall pressure wash with a cold water pressure spray (3500 psi maximum, dependent upon the building exterior surface or hardscape to be cleaned). The Contractor shall use a wide flange tip for building services. The Contractor shall not use a pointed tip. The Contractor shall keep the tip a minimum of twelve (12) inches away from the surface of the wall or building system and direct the spray at a 45 degree angle onto the wall. The Contractor shall use care to ensure that the pressure washing does not result in dark lines.
- D. The Contractor shall utilize a commercially available heavy duty biodegradable cleaner/detergent designed for cleaning masonry, wood and metal surfaces in conjunction with the pressure wash. As necessary, the Contractor shall utilize a stiff bristle (non-metal) to help remove moss, mildew and grime. The Contractor shall not use the pressure washer in a manner that may damage the brick or mortar, wood, metal, or eave/fascia surfaces. After cleaning with detergent or other chemicals, the Contractor shall thoroughly rinse surfaces with clean water. The Contractor shall also rinse other surfaces (except ground) to clear any debris removed from the building or associated hardscape.
- E. The Contractor shall take weather conditions into consideration when planning to pressure wash. The Contractor shall not attempt to pressure wash unless several days of dry weather will follow. The County may grant exceptions by providing written consent to the Contractor. It shall be the Contractor's responsibility to verify weather conditions.

## 11. **INVOICING REQUIREMENTS**

- A. Upon delivery and acceptance of service, associated cost shall be submitted by invoice to the appropriate Fiscal Department. The Contractor shall reference the contract number and the appropriate purchase or delivery order number on all invoices.

### **At minimum, an invoice shall contain the following information:**

- Purchase/Delivery order number;
- Date of project completion;
- Itemized list of materials or services rendered per bid proposal form;
- Quantities, prices, (both unit price and total), terms and any other charges contained in the delivery or purchase order;
- Service location

- Equipment rental charges with back-up documentation
  - Project completion and acceptance confirmation with signature
- B. The Contractor shall submit complete documentation to include the name of the County Representative who requested the work, and written confirmation that the work was completed.
- C. The Contractor shall provide a detailed invoice for reimbursement for any equipment rented during the project. The Contractor will not receive reimbursement for Contractor owned equipment.
- D. The County will review invoices for required information. The County will have the authority to reject invoice base on improper invoice format.
- E. The Contractor shall not invoice the County for any services not accepted by the County. Should the County receive such invoices, they will be rejected.

**12. SECURITY AND IDENTIFICATION**

- A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:
1. For all Contractor's staff that will be working at any Utilities facilities - request forms via e-mail from [Orville.Watson@ocfl.net](mailto:Orville.Watson@ocfl.net) Safety Administrator or [Thomas.Papsodero@ocfl.net](mailto:Thomas.Papsodero@ocfl.net) Utilities Manager
  2. For all Contractor's staff that will be working at other Orange County facilities – a Criminal History Check, conducted at the FDLE website ([www.fdle.state.fl.us/](http://www.fdle.state.fl.us/) - there is a cost to the contractor), is required.
  3. For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: \*\*\*EXEMPT\*\*\*

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

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

- C. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the Utilities Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the Utilities Contract Administrator.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the Utilities Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall remove from County premises any of his employees who, in the opinion of the Utilities Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The Utilities Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
- G. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the Utilities Representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- I. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
- J. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on County premises.
- K. Access to a site must be coordinated through the Utilities Representative.

- L. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo ID badge will be inventoried by the Utilities Contract Administrator. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$25.00 fee per each missing ID badge.

### **ORANGE COUNTY HOLIDAYS**

Legal holidays when most County buildings will be closed to the public, are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day and the Friday after Thanksgiving Day
7. Christmas Eve and Christmas Day



**BID RESPONSE FORM  
IFB #Y17-158-MV**

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

**EXTERIOR PRESSURE WASHING – BUILDINGS, STRUCTURES, AND HARDSCAPE - STANDARD HOURS OF OPERATION –  
Height under 30 feet**

ITEM NO	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
1.	<p><b>Pressure Washing up to 3500psi @ 8 g.p.m.:</b> This shall include masonry block walls, wood, metal beams and panels, roofs, concrete floors, walkway covers, stucco, and other related surfaces. Price shall be per square foot and be inclusive of any detergents or chemicals needed to assure the surface are free of any dirt, grease, mold or mildew. Detergents/Chemicals shall be approved by County prior to use.</p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	450,000 Square feet	\$ _____ /square foot	\$ _____
2.	<p><b>Sandblasting:</b> This shall include masonry block walls, wood, metal beams, panels, roofs, concrete, walkway covers, stucco and other related surfaces.</p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	350,000 Square feet	\$ _____ /square foot	\$ _____

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

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
3.	<p><b>Surface Preparation:</b> This shall include scraping, sanding, covering all windows, boxes, hardware, floors, plants, OSPHO on metal, wire brushing, applying blastomeric patching, filling small quarter size holes in drywall, walls, masonry blocks, wood, applying caulking to windows, trim, fascia and hair line cracks (up to one inch). Spot prime wood, metal, drywall, stucco, concrete block, bush and tree trimming, etc.</p>	300,000 Square feet	\$ _____ /square foot	\$ _____
4.	<p><b>Primer Coat:</b> This shall include all primers as stated according to this contract. Solvent base, latex, surface conditioners, block fillers, sealers, blastomeric, and epoxies. The application method shall be: roller, brush, or spray.</p> <p><b>Name of Manufacturer:</b> _____</p>	300,000 Square feet	\$ _____ /square foot	\$ _____
5.	<p><b>Finish Coat:</b> This shall include all finishes as stated and applied according to this contract. Solvents base, latex base, epoxies, lacquers, and polyurethanes. The application method shall be: roller, brush, or spray <b>(Number of required coats: 2)</b></p> <p><b>Name of Manufacturer:</b> _____</p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	500,000 Square feet	\$ _____ /square foot	\$ _____
6.	<p><b>Trim Work – Up to 4” in Width:</b></p> <p>This shall include all preparations &amp; finishes. This shall include soffit, decorative moldings, etc. <b>(Number of required finish coats: 2 )</b></p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	3,000 Linear Feet	\$ _____ /linear foot	\$ _____

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

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
7.	<p><b>Trim Work – Over 4” in Width:</b> This shall include all preparations &amp; finishes. This shall include soffit, decorative moldings, etc. <b>(Number of required finish coats: 2)</b></p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	3,000 Linear Feet	\$ _____ /linear foot	\$ _____
8.	<p><b>Window Frames – Up to 4” in Width:</b> This shall include all preparations &amp; finishes. This shall include frame, transom, mullion, sash, jamb, sill, stile and rails.</p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	2,000 Linear Feet	\$ _____ /linear foot	\$ _____
9.	<p><b>Window Frames – Over 4” in Width:</b> Price per Linear Foot includes all preparations &amp; finishes. This shall include frame, transom, mullion, sash, jamb, sill, stile and rails.</p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	2,000 Linear Feet	\$ _____ /linear foot	\$ _____
10.	<p><b>Regular Metal &amp; Wood Doors (Up to 48” X 96”):</b> Price per door including all preparations &amp; finishes (shall be for one (1) side of door) <b>(Number of required finish coats: 2)</b></p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	200 Doors	\$ _____ /per door	\$ _____

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Company Name

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
11.	<p><b>Regular Metal &amp; Wood Frames (Up to 48" X 96"):</b>            Price per frame including all preparations &amp; finishes (shall be for one (1) side of frame only) <b>(Number of required finish coats: 2)</b></p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	200 Frames	\$ _____ /per frame	\$ _____
12.	<p><b>Oversize Metal &amp; Wood Doors (Over 48" X 96") Including Bay Rollup Doors:</b>            Price per door including all preparations &amp; finishes (shall be for one (1) side of door) <b>(Number of required finish coats: 2)</b></p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	100 Doors	\$ _____ /per door	\$ _____
13.	<p><b>Oversize Metal &amp; Wood Frames (Over 48" X 96") Including Bay Rollup Door Frames:</b>            Price per frame including all preparations &amp; finishes (shall be for one (1) side of frame only)  <b>(Number of required finish coats: 2)</b></p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	100 Frames	\$ _____ /per frame	\$ _____
14.	<p><b>Railings:</b>            Price shall include railing and associated support systems.</p> <p>This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.</p>	2,500 Linear Feet	\$ _____ /linear foot	\$ _____

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

15.	<b>Metal Stairs:</b> Price shall include stringer and associated side supports.  This shall include elevated water storage tanks/hydro pillars, process equipment buildings and structures associated with any industrial complex.	2,000 Square Feet	\$ _____ /square foot	\$ _____
<b>Total Estimated Standard Hours of Operation (Lines 1 through 15):</b>				

\_\_\_\_\_

Company Name

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
16.	<b>Surcharge - Non-Standard Hours</b> Non-Standard Hours: Non-Standard working hours are other than Monday through Friday, 5:00 PM to 8:00 AM, weekends, and Orange County holidays. This is an additive rate.	200,000 Square feet	\$ _____ /square foot	\$ _____
17.	<b>Surcharge - Exterior Painting and Pressure Washing for Structures Over 30 Feet High.</b> This is an additive rate.	500,000 Square feet	\$ _____ /square foot	\$ _____
18.	<b>EQUIPMENT RENTAL (Lifts, Cranes etc.)</b> <b>To be reimbursed at cost,</b> <b>Backup Documentation Required with Invoices</b>			<b>\$50,000</b>
<b>TOTAL ESTIMATED BID</b> <b>(Lines 1 through 18):</b>				<b>\$ _____</b>

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

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

Performance shall be not later than two (2) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

**EMERGENCY CONTACT**

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

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

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

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



**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name	Title	Telephone Number/Email

(Signature)	(Date)
-------------	--------

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Business)

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

**Type of Organization**

Sole Proprietorship   
 Partnership   
 Non-Profit  
 Joint Venture   
 Corporation

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

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

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

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

## REFERENCES

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

## DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

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

\_\_\_\_\_  
Date

## SCHEDULE OF SUBCONTRACTING

**IFB NO. Y17-158-MV**

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>Is the Sub-Contractor a Certified M/WBE with Orange County Government?</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent and dollar amount 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. **Y17-158-MV**

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. Y17-158-MV, Exterior Painting and Pressure Washing – Utilities Division**, within the state of Florida.

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

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

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

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

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

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

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

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

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

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

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Business Phone: (     ) \_\_\_\_\_

Facsimile:         (     ) \_\_\_\_\_

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

Name of Bidder's Authorized Agent:

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

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---

Business Phone: (     ) \_\_\_\_\_

Facsimile:         (     ) \_\_\_\_\_



**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

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

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

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

(Notary Seal)

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

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

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

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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

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

### **Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Part II**

**Expenditures:**

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

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

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

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

**Part III**

**Original signature and notarization required**

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

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

Printed Name and Title of Person completing this form:

\_\_\_\_\_

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

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

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

(Notary Seal)

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

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

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



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

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**AGENT AUTHORIZATION FORM**

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

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

\_\_\_\_\_  
Date

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

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

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

(Notary Seal)

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

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

INS LTR	TYPE OF INSURANCE	ACQ/ SUBR INSR	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"/> PRO-JECT <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 - COM/POF AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						9. COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 10.    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
11.							

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

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	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 your 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 your 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 1**  
**LIST OF EQUIPMENT**  
**Per Special Terms and Conditions**

**1. B**

List of equipment and facilities available to do the work. Include a description of the bidder's manpower and equipment resources available to service the County's account, including the possibility of multiple concurrent projects with bid response. Submit additional pages if needed.

1. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
2. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
3. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
4. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
5. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
6. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
7. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
8. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
9. Description: \_\_\_\_\_  
Model: \_\_\_\_\_
10. Description: \_\_\_\_\_  
Model: \_\_\_\_\_