



**ORANGE COUNTY FLORIDA  
PROCUREMENT DIVISION**

---

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

**INVITATION FOR BIDS # Y20-135-MV EMERGENCY GENERATOR  
MAINTENANCE AND REPAIRS FOR UTILITIES  
TERM CONTRACT**

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

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

**BID SUBMISSION DUE DATE:**

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, October 10, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

**PRE-BID CONFERENCE:**

A **Non-Mandatory Pre-Bid Conference** will be held on **Thursday, September 19, 2019, at 1:00 p.m.**, located at **Utilities Field Services, 8100 Presidents Drive, Orlando, FL 32809**.

Attendance is not mandatory but is encouraged.

**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).

**QUESTIONS:**

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, September 20, 2019** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

## **TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>SECTION 1: GENERAL TERMS AND CONDITIONS</b>	
GENERAL TERMS AND CONDITIONS	3-21
<b>SECTION 2: SPECIAL TERMS AND CONDITIONS</b>	
SPECIAL TERMS AND CONDITIONS	22-33
<b>SECTION 3: SPECIFICATIONS/SCOPE OF SERVICES</b>	
SPECIFICATIONS/SCOPE OF SERVICES	34-46
<b>SECTION 4: BID SUBMISSION REQUIREMENTS AND DOCUMENTATION</b>	
- QUALIFICATION OF BIDDERS (BID PACKAGE REQUIREMENTS)	49-51
- BID RESPONSE FORM	52-81
- EMERGENCY CONTACTS	82
- ACKNOWLEDGEMENT OF ADDENDA	82
- AUTHORIZED SIGNATORIES/NEGOTIATORS	83
- REFERENCE DOCUMENTATION FORM	84-85
- DRUG-FREE WORKPLACE FORM	
- SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- AGENT AUTHORIZATION FORM	
- LEASED EMPLOYEE AFFIDAVIT	
- CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS- APPENDIX A, 44 C.F.R. PART 18	
- FEDERAL DEBARMENT CERTIFICATION FORM	
- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY	
- DRAFT CONTRACT	

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

## 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 the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

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. **PRICE/DELIVERY**

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

**Deliveries resulting from this bid are to be performed during the normal working hours of the County.** Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. **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.

**5. 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.

**6. BRAND NAME OR EQUALS/DEVIATIONS**

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

**7. NO BID**

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

**8. 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.

**9. 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.

**10. GOVERNING LAW AND VENUE**

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

**11. JURY WAIVER**

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

**12. ATTORNEYS' FEES AND COSTS**

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**13. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

**14. 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.

**15. NON-DISCRIMINATION**

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, 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 and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. Contractor shall adopt and maintain, or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. Contractor agrees that, on written request, the Contractor shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

**16. 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.

**17. BID FORMS**

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

**18. REFERENCES**

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference



shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

**19. 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 County 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.

**20. 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.

**21. 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.

**22. 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 sub-recipient, 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.

**23. DRUG-FREE WORKPLACE FORM**

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

**24. CONFLICT OF INTEREST FORM**

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

**25. 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 Orange County, Florida. 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.

**26. 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**
- D. Phone Number 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.

**27. 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.

**28. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, 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.

**29. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

**30. PAYMENT TERMS/DISCOUNTS**

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for bid evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. NO REPRESENTATIONS**

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

**37. SEVERABILITY**

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**38. PRICING/AUDIT**

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

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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 bidders 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.

**44. 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.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This contract is subject to change based on guidance from the Federal funding source.

**45. SUBCONTRACTING AND REQUIRED OUTREACH TO SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS**

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 Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements*”.



## CAUTION

**If subcontracting any portion of the work, a Bidder's failure to submit an executed and notarized "Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements" may result in the bid being rejected as nonresponsive.**

**Bidders who are small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the affirmative steps outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when subcontracting.**

- A. Orange County may be receiving federal funding through Federal Emergency Management Agency (FEMA) for the services solicited in the Invitation for Bid (IFB). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor/Sub-recipient partakes in five "affirmative steps" designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
  - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- C. In order to adequately document that the bidder has fulfilled this requirement, if Sub-contracting, the bidder shall complete the provided "Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements". The affidavit shall be notarized for this bid to be responsive.
- D. The County reserves the right to request the following validation documentation throughout the performance period of the contract:
  - 1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;

2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
  3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- E. The County reserves the right to monitor the contractor/sub-recipient for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor/sub-recipient to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor/sub-recipient fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- F. **Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.**

**46. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

- A. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Sub-recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Sub-recipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

**47. SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:
  1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or

2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
  2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

**48. FORCE MAJEURE - EMERGENCY RESPONSE CONTRACTS**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **one (1) hour** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **one (1) calendar day** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. **As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor's obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor's part that are in any**

**way related to natural disaster conditions (ie: fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**

4. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

**49. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

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**

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

## **SPECIAL TERMS AND CONDITIONS**

### **1. 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.

### **2. 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.

### **3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

### **4. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

### **5. AWARD**

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

### **6. POST AWARD MEETING**

Within **three (3)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

### **7. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide Orange County, the State of Florida, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**8. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**10. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**12. PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be no later than **one (1) calendar day** from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

The Contractor shall respond to an emergency notification within **one (1) hour** and shall be on site within **two (2) hours** of verbal or written notification.

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 **twenty-four (24) hours** from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.



### 13. 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.

#### 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.**

**14. AS SPECIFIED**

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

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

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

**16. SAFETY REGULATIONS**

Equipment shall meet all State and Federal safety regulations.

**17. CODES AND REGULATIONS**

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

**18. PAYMENT**

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

Orange County Utilities Department  
Fiscal Support Division  
8100 Presidents Drive  
Orlando, FL 32809  
Phone (407) 836-6822

A valid invoice shall include the following:

1. Invoice Date and number
2. Reference to the Delivery Order/ Repair Ticket or Order
3. Delivery Dates/ Service Dates
4. Itemization of Goods Delivered/ Services Rendered
5. Unit Prices in accordance with the Bid Response Form
6. Invoice shall be submitted with an attached copy of the associated Delivery / Repair Ticket or Order signed by the Orange County Representative or his designee.

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.

**19. WARRANTY**

- A. The Contractor shall fully warrant all equipment serviced hereunder against defect in materials and/or workmanship for a period of **one year** from date of repair acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.
- B. The Contractor shall guarantee that all service and repairs provided under this contract be performed in a workmanlike manner. Any claim of defective workmanship must be provided to the Contractor by written notice prior to the termination date of this contract upon which the Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the agency.
- C. The Contractor also warrants against defects in materials and workmanship of all the part(s) or component(s) supplied hereunder for a period of one year from date of installation or until the termination date of this contract, whichever is earlier. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the Contractor will at its option repair or replace any such items provided they were not damaged, abused, or affected by chemical properties. **NOTE: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- D. The Contractor shall repair, replace, or perform a service, on any defective part(s); component(s) or service shall be the agency's exclusive remedy under this contract.
- E. Part(s), component(s) or services furnished by others to the Contractor shall be considered to be an "Activity" subcontracted and performed by the Contractor to accomplish the "Activity" pursuant to the terms and conditions of this contract. The subcontracted "Activity" shall also carry the same warranty to the County from the Contractor as if the successful Contractor performed the work under the terms and conditions of this contract. If the County requests parts or services not included in this contract, it is agreed that all requested part(s), component(s) or services supplied by the Contractor will be accepted subject to the successful Contractor's Condition of Sale issued with each order.

**20. DEBRIS**

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

**21. SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

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

- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - o Occupational Safety and Health Act (OSHA)
  - o National Institute for Occupational Safety & Health (NIOSH)
  - o National Fire Protection Association (NFPA)
  - o 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>

## 22. 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 \$1,000,000 per occurrence.

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million 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 \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any 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 Orange County, Florida.

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

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

## **23. 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.

**24. 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.

**25. 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.

**26. METHOD OF ORDERING**

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

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

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

**28. 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.**

**29. PERSONNEL**

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.



- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**SECTION 3  
SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

### **1 Overview**

- A. The Contractor shall provide the necessary labor and parts to perform maintenance services on the Orange County back-up generators listed in the Bid Response Form in order to maintain the units in operable condition according to the specific tasks noted below and the Original Equipment Manufacturer (O.E.M.) recommendations.
- B. The County representative(s) for this contract will be determined and reported to the Contractor once the services are awarded.
- C. All work shall conform to the latest NEMA Standards and NFPA 110 guidelines.
- D. The KW ranges for the back-up generators range from 20 to 2250 KW.
- E. The estimated quantity of generators is 182 units.
- F. At the County's discretion, generator units may be replaced or added, and services may be expanded to other locations and areas during the term of this contract. In all cases the maintenance cost of replaced or added units shall equal the unit price stipulated in the Bid Response Form for a similar, existing unit at starting (period) date.
- G. Within two (2) days of contract award, the Contractor shall provide a list of equipment and facilities available to do the work and a list of personnel, by name and title, expected to perform the work.
- H. The County reserves the right to inspect equipment and facilities prior to contract award.

### **2 Preventive Maintenance Services**

- A. The Contractor shall provide preventive maintenance (PM) services on Orange County back-up generators listed in the Bid Response Form, on a semi-annual basis.
- B. The County's normal working hours are Monday-Friday, 7:00AM to 4:00PM. Preventive Maintenance work shall take place during those hours.
  - 1. The treatment facilities where the 15KV generators are located have normal work hours from 6:30 AM (0630) to 2:30 PM (1430).
- C. The County reserves the right to request a change in the preventative maintenance schedule anytime during the term of the contract by the County designated representative. Preventative Maintenance services will include at a minimum the following tasks for the engine and generator systems as specified herein. This list is not intended to be all-inclusive for each back-up generator. The Contractor shall also comply with the specific recommendations of the O.E.M. for the preventive maintenance and for all parts/materials/fluid requirements.

- D. The Contractor shall complete an overall visual inspection for damage, cleanliness, wear, or overheating, inclusive of all fuel tanks, fuel lines, connections, vents, fluid leaks, air leaks, ventilation systems, bus bar connections, ATS, etc.
- E. Engine Compartment:
1. The Contractor shall clean engine area / compartment as needed.
- F. Fuel System:
1. The Contractor shall change oil in governor.
  2. The Contractor shall change fuel filter(s).
  3. The Contractor shall check all fuel hoses for general condition and connection tightness.
  4. The Contractor shall check all day tank pumps for proper fuel flow and adjust as needed.
  5. At the time of the Preventive Maintenance the Contractor shall collect a fuel sample and send to an approved laboratory for industry accepted analysis.
  6. The Contractor shall perform diesel fuel ASTM D975 testing methods to determine contamination levels, water content, free water and usability. The Contractor shall perform the following testing based on ASTM standards:
    - a. D5185 Elemental Metals (Contamination, Corrosion)
    - b. D4737 Cetane index (Ignition quality)
    - c. D287 API Gravity (Fuel density)
    - d. D86 Distillation (Initial boiling point)
    - e. D445 Viscosity (Resistance to flow)
    - f. D2709 Water & Sediment
    - g. D6468 Thermal Stability %
    - h. Bacteria, Fungi and Mold
    - i. D2622 Sulfur content
    - j. D382 Closed cup flash point
  7. Results will be reviewed and accepted by the County representative to assess if fuel treatment is necessary.
  8. The County representative or designee may opt to request the fuel recycling or the fuel polishing regardless of the sampling results.
  9. Fuel recycling
    - a. The Contractor shall provide cleaning and treatment to the no. 2 diesel fuel stored in storage and / or fuel tanks upon the request of the County. Cleaning shall involve the complete removal of sludge and other contaminants from the storage tanks and the centrifugation and polish filtering down to one (1) microns or less of the stored no. 2 fuel.

- b. The Contractor shall use a fuel services vacuum truck with specialized vacuum heads to remove water bottoms and sludge.
- c. The Contractor shall perform all filtration at a speed that correlates to the tank size.
- d. The Contractor shall remove all fuel from the lowest part of the tank, put through a series of filters, coalesces, centrifuges and clean fuel shall be returned (recycled) to the tank.
- e. The Contractor shall provide a Fuel Technician that after approaching a process rate two (2) times the volume of the tank shall retest the fuel to ASTM D975 standard to determine effectiveness.
- f. The Contractor shall add additives to cure and prevent deficiencies.
- g. The Contractor shall recycle fuel to levels of scrutiny above ASTM standards and determine the fuel condition. The Contractor shall conduct the final testing to ASTM D975 standards certifying that all fuel complies with its intended purpose.

#### 10. Fuel Polishing / Fuel tank conditioning

##### **Initial step of treatment**

- a. The Contractor shall add Biocide to kill existing bacteria.
- b. The Contractor shall add Surfactant to dissolve sludge and build up in the fuel storage tank.
- c. The Contractor shall recycle fuel for 15 – 20 minutes to mix chemicals in the tank.
- d. The Contractor shall maintain fuel and chemical mixture in tank for two (2) weeks.

##### **Second step of treatment**

- a. The Contractor shall remove old fuel from fuel storage tank.
- b. County will provide a tank and dispose of old fuel according to environmental standards.
- c. The Contractor shall add Biocide to empty tank.
- d. The Contractor shall add Surfactant to empty tank.
- e. The Contractor shall add fuel preservative to help with ageing of fuel and oxidizing.

- f. The Contractor shall add new fuel so that it mixes all the chemical in the fuel tank.
- g. The Contractor shall maintain fuel and chemical mixture in tank for two (2) weeks.

### **Third and Final step**

- a. The Contractor shall recycle all fuel through a one (1) micron filter with fuel recycling machine in order to remove all of the bio-matter which has accumulated at the bottom of the fuel storage tank during the last stage of treatment.
- b. The Contractor shall discard residues and all waste generated by the vacuum truck and fuel polishing shall be transported to an EPA approved facility for disposal. The Contractor shall fill out waste disposal manifests along with field reports for future referencing. The Contractor shall mail all original waste manifests to the County representative illustrating proper disposal methods.
- c. At the County's discretion, depending on the County facility a future appointment will be scheduled with the Contractor for routine fuel maintenance usually in intervals of six (6) months, one (1) or two (2) years.

11. Regardless, if the fuel polishing is selected, after all generators are serviced and based on units that had the fuel recycling selected, Orange County Utility's designated contact person will issue a written list to the Contractor of ten (10) units that will have fuel samples drawn and analyzed. Analysis will determine any and all contaminants and product quality. An independent laboratory not affiliated with the Contractor shall perform the analysis. All fuel analysis reports shall be presented to Orange County for evaluation. Should ANY fuel analysis report on the ten (10) random samples indicate substandard fuel quality, the Contractor, at no additional cost to Orange County, shall repeat the recycling process on that unit or replace the contents of that fuel system. After the second recycling process or fuel replacement, sampling shall take place on that unit as previously specified. In the event that the second recycling effort fails to yield an acceptable analysis of the fuel, the fuel shall be replaced at no cost to Orange County. All generator fuel systems shall have samples drawn and analyzed per the Scope of Services herein. Any substandard analysis of fuel systems sampled shall be handled as mentioned previously.

### **B. Electrical system AC and DC**

- 1. The Contractor shall check, clean and tight all cables as required.
- 2. The Contractor shall check all batteries for correct specific gravity and distilled water added if necessary. External battery charger and/or battery charging alternator will be inspected and tested for proper operation.

3. The Contractor shall clean battery posts, reconnect battery cables and spray terminals with a corrosion inhibitor sealant.
4. The Contractor shall replace batteries as part of a PM Service once every two (2) years, at the time specified by the County Representative or its designee. Batteries cost shall be charged and billed as a replacement Part in Parts and Materials.
5. The Contractor shall check all termination controls, panels, control components, warning systems and emergency shutdowns system for proper operation. The Contractor shall check all wiring and its connection(s) to ensure it is in safe, working condition.
6. The Contractor shall check and test alarm sending units, pre-alarms, and safety shutdowns.
7. The Contractor shall check all frame grounding points to ensure grounding wires are secure.
8. The Contractor shall lubricate generator starters.
9. The Contractor shall perform an engine test run for a minimum of fifteen (15) minutes to allow the engine oil to heat up to normal operating temperatures and check for proper alternator voltage.

C. Air system.

1. The Contractor shall check all air hoses and connections tighten as per standards.
2. The Contractor shall check Turbo Charger clearance.
3. The Contractor shall replace air cleaner.
4. The Contractor shall dispose of all replaced filters in an industry-accepted manner.

D. Lubrication System

1. The Contractor shall provide an analysis run on crank case oil and supply a written report on conditions to the Orange County's contact person. Analysis shall meet or exceed ASTM (American Society for Testing and Materials) analysis standard(s) for product.
2. The Contractor shall check for oil leaks.
3. The Contractor shall check condition of lubrication hoses and connections.
4. The Contractor shall drain and replenish engine oil and replace oil filters and gaskets annually or at one hundred (100) hours of operation, whichever occurs first.

## E. Cooling System

1. The Contractor shall inspect and test the cooling system. Test coolant freeze-point, test proper amount of Supplemental Coolant Additive (SCA) charge, specifically Molybdate and Nitrite per manufacturer specification. The Contractor shall perform PH test and add as necessary engine coolant with 50/50 mix Glycol. If PH test is below the acceptable standard, the coolant system shall be completely flushed and new engine coolant installed.
  2. The Contractor shall conduct the replacement process for replacing coolant/antifreeze using an industry-accepted method for this type of activity.
  3. After replacement, the Contractor shall adjust coolant to proper system levels and achieve a fifty (50) % mixture, thus achieving recommended manufacturer product protection.
    - a) For antifreeze recycling, the Contractor shall flush entire cooling system using an industry approved flush designated for this purpose.
    - b) An approved Hazardous Material Transporter shall perform all coolant/antifreeze removal from the work site. A Certified Manifest by a Hazardous Material Transporter shall be provided to the County Representative or designee during the life of the contract.
- F. The Contractor shall check conditions of all belts and adjust as required per manufacturer guidelines.
- G. The Contractor shall check condition of all hoses. Adjust fasteners/clamps as required.
- H. The Contractor shall check coolant antifreeze system for leaks.
- I. The Contractor shall replace water filter (s) and adjust level as required to maintain normal concentrations.
- J. After all generators are serviced and based on units that had the antifreeze recycling selected, the County Representative or designee will issue a written list to the Contractor of ten (10) units that will have antifreeze samples drawn and analyzed. Analysis shall meet or exceed ASTM (American Society for Testing and Materials) analysis standard(s) for product and will determine any and all contaminants. An independent laboratory not affiliated with the Contractor shall perform the analysis. All coolant/antifreeze analysis shall be presented to the County representative or designee for evaluation and acceptance. Should ANY coolant/antifreeze analysis report on the ten (10) random samples indicate substandard quality, the Contractor, at no additional cost to Orange County, shall replace the contents of that coolant/antifreeze system. After the second coolant/anti-freeze replacement, a re-sampling will take place on that unit as previously specified. In the event that the second recycling effort fails to yield an acceptable analysis of the coolant/antifreeze, the Contractor shall replace the coolant/antifreeze with new at no cost to the Orange.



#### K. Transfer Switch

1. The Contractor shall inspect to ensure all supply and load lines are tight.
2. The Contractor shall check for proper mechanical operation of the transfer mechanism.
3. The Contractor shall inspect all exposed contacts and report on condition.

#### L. Engine Test-No Load

1. The Contractor shall start the engine and check operation of unit. Adjust R.P.M. as required.
2. The Contractor shall observe oil pressure and record.

#### M. Exhaust System

1. The Contractor shall open and drain condensation traps.
2. The Contractor shall check for any exhaust restrictions. Inspect system for leaks and check all mounting hardware and tighten as necessary.
3. The Contractor shall check rain cap condition for proper operation when engine is running and stopped.

#### N. Engine Safety Controls

1. The Contractor shall check operation of all safety controls.
2. The Contractor shall record over speed stop, oil pressure, and water temperature.

#### O. Load Testing NFPA 110 Standard

1. Three (3) continuous hours total load test
2. One (1) hour at 30% of KW rating
3. One (1) hour at 50% of KW rating
4. One (1) hour at 75% of KW rating
5. Submit results of load test

#### P. Reports

1. All work performed shall be summarized in a Contractor's service report. Once completed, the Contractor shall provide a copy to the County's representative or designee.

2. The Contractor shall maintain a log book in each unit, contained in a weatherproof case. The log book shall contain at least the following information per visit.
  - a) Contractor's personnel name, date, time and length of the visit.
  - b) Brief summary of services, repair done.
  - c) Status of the equipment at end of visit.
  - d) Signature of the Contractor's personnel certifying the work performed.
  - e) The Contractor shall provide a detailed report to the County after each visit for each generator. The report shall include, at a minimum:
    1. Contractor's personnel name, date, time and length of the visit.
    2. Preventive maintenance / repairs performed.
    3. Test applied and outcome.
    4. Coolant Spectro-Analysis (if applicable).
    5. Engine Control Module scan results.
    6. Operational Test Results.
    7. Oil Spectro-Analysis. (if applicable).
    8. Fuel Spectro-Analysis. (if applicable).

### **3 Repair Services**

- A. The Contractor shall provide the necessary labor, parts/materials and equipment to perform the required work on an as needed basis to return the back-up generator unit back to an operable condition.
- B. The Contractor shall be available and capable of providing necessary repair service 24 hours a day, 365 days a year, if needed.
- C. The County's normal working hours are Monday-Friday, 7:00AM to 4:00PM. Normal service work shall take place during those hours.
- D. The treatment facilities where the 15KV generators are located have normal work hours from 6:30 AM (0630) to 2:30 PM (1430), any work to be performed outside those hours must be authorized by the County's representative prior to 1:30 PM (1330) for the day the exception is requested.
- E. Work that is interrupted by the end of a normal work day shall continue on the following day until completion, unless repairs are deemed an emergency by the County representative and overtime work has been authorized.
- F. Overtime rate may be charged for work performed outside normal working hours, provided it constitutes an emergency as described and prior authorization has been granted by the County representative.
- G. Response time will start at the moment of a notification by the County, be it verbal or written. In cases of verbal notifications, these will be followed as soon as possible by a written job order.
- H. Non-emergency repairs: The Contractor's service personnel shall be on-site within twenty-four (24) hours from time of notification to the Contractor.

- I. Emergency repairs: The Contractor's service personnel shall be on-site within two (2) hours of notification to assess problem or problems and determine corrective actions. The County's designee will be advised of all findings.
- J. The Contractor shall provide all necessary emergency numbers and personnel contacts for after hour emergency needs. This includes cell numbers and home phone numbers.
- K. Should inspection(s) indicate that repairs outside the scope of this agreement are necessary, the service Contractor shall provide the County, for consideration, a written composite price including labor, parts, material and related expenses for these repairs at cost. Note, subcontracting shall be done in accordance with the terms of this contract.
- L. Before making any repairs outside the preventive maintenance scope, the Contractor shall receive prior approval, in writing, from the County representative or designee. All repair service and parts charged against this contract must be verified and approved by the County. Invoices for repairs shall include a breakdown of time (how many hours worked) and parts at cost.
- M. The County may elect to request body related repairs in any of its Generators. Labor rates for this item will be noted in Bid Response Form. In the event body repairs are requested, body repairs may include:
  - 1. Body panel straightening, paint, masking, wrap. Lettering.
  - 2. Insulation replacement.
  - 3. General parts repair or replacement including but not limited to locks, weather strip, reflectors and lighting.

#### **4 Replacement Parts**

- A. The Contractor shall supply and maintain an adequate inventory of all necessary tools equipment and normal parts/materials for the preventive maintenance tasks under this contract.
- B. All replacement parts or materials shall meet or exceed the manufacturer's specifications. The County reserves the right to competitively bid any needed replacement part.
- C. Parts shall be paid at cost and backup documentation shall be provided for reimbursement.

#### **5 Minimum Standard of Performance**

- A. All service requests shall result in repaired, fully operational equipment. In the event that a unit must be left out of service for any reason, the Contractor shall immediately notify the County representative or designee for approval and agreement on next steps to be followed.
- B. The Contractor shall comply with all response times specified in this Scope of Services.
- C. Providing materials, equipment or labor out of compliance with a contracted specification will result in a non-reimbursement.

## **6 Schedules**

- A. All service schedules shall be coordinated with the County representative or designee. The Contractor shall prepare and provide schedules at least seven (7) working days in advance by e-mail to the County representative or designee for approval.
- B. Any delay or change on the schedule shall be reported by e-mail and a phone call to the County representative or designee at least twenty-four (24) hours prior to being on-site.

## **7 Training**

- A. Upon request, the Contractor shall provide formal/informal training to the County related to the operation and troubleshooting procedures necessary to diagnose failures and to keep the equipment operating in the most beneficial manner at no additional cost to the County.

## **8 Equipment Information/Improvements**

- A. The Contractor shall keep abreast of all equipment changes and product improvements and will continually explore new and better methods of higher technology to enhance the agency's preventive maintenance service capabilities and enhancements to plant operations. The Contractor shall notify the County of any changes, improvements, methods, as they occur for the enhancement of operations and maintenance programs.

## **9 Safety**

- A. The Contractor shall:
  - 1. Ensure compliance with Orange County Utility's Spill Prevention Control and Countermeasure Plan, all applicable Florida Department of Environmental Protection, and Environmental Protection Agency statutes.
  - 2. Be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of any lubricant in accordance with OSHA regulations and those that may be mandated by the EPA and / or the Federal or State of Florida Governments.
  - 3. Provide to Orange County a copy of a standard form of transportation manifest showing that all used/contaminated lubricants and filters are being properly handled and disposed of.
  - 4. Provide and ensure the wearing of necessary protective clothing, eye protection, or any personal, protective equipment (PPE) as required by any applicable laws, regulations, ordinances, and / or manufacturer's instruction.
  - 5. The Contractor shall strictly comply with all safety codes and take all necessary precautions for the safety of their employees, the general public and County staff. Maintenance work shall be scheduled to provide the least inconvenience to normal County operations and passers-by. The Contractor shall notify the County of any suspicious activity, potential safety hazards, alarms, leaks or anything out of the ordinary before beginning work.

6. The Contractor shall fully comply with OSHA's rule 29 CFR 1910.145(f) (3) for when, where and what kind of sign should be placed within a facility while making on site operations related to these services.
7. The Contractor shall fully comply with OSHA's rule 29 CFR 1910.147 on the lockout/tag out (LOTO) Practices and Procedures in order to prevent accidents associated with the release of potentially hazardous energy while performing these services.

## **10 Warranty**

- A. The Contractor shall guarantee that all service and repairs provided under this contract be performed in a workmanlike manner. Any claim of defective workmanship must be provided to the Contractor by written notice prior to the termination date of this contract upon which the Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the County.
- B. The Contractor also warrants against defects in materials and workmanship of all the part(s) or component(s) supplied hereunder for a period of one year from date of installation or until the termination date of this contract, whichever is earlier. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the Contractor shall at its option repair or replace any such items provided they were not damaged, abused, or affected by chemical properties. NOTE: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- C. The Contractor shall repair, replace, or perform a service, on any defective part(s), component(s) or service shall be the County's exclusive remedy under this contract.
- D. Part(s), component(s) or services furnished by Subcontractors shall be considered performed by the Contractor to accomplish the Scope of Services herein. The Contractor's subcontracted work shall carry the same warranty to the County under the terms and conditions of this contract.

## **11 Pricing**

- A. All generators are offered as individual line items on the Bid Response Form. The Contractor shall offer pricing on all line items of generators for the County regardless of locations. The Contractor shall be available and capable of performing the services for each generator under this contract.
- B. Pricing for preventative maintenance services shall be offered as a unit price per visit for each specific back-up generator listed in the Bid Response Form , to be performed at its location within the County. The unit price shall include all costs (labor, parts/materials, equipment, travel time, and other related items) required by the Contractor to perform the scope of work as specified.
  1. Fuel Recycling Process – unit price shall include all costs (labor, parts/materials, equipment, travel time, disposal, and other related items) required by the Contractor to perform the scope of work as specified.

2. Additional Polishing / Fuel tank conditioning – unit price shall include all costs (labor, parts/materials, equipment, travel time, disposal, and other related items) required by the Contractor to perform the scope of work as specified.
3. Antifreeze recycling option – unit price shall include all costs (labor, parts/materials, equipment, travel time, disposal, and other related items) required by the Contractor to perform the scope of work as specified.
4. Load Testing as per NFPA 110 Standard - unit price shall include all costs (labor, parts/materials, equipment, travel time, and other related items) required by the Contractor to perform the scope of work as specified.
5. Generator repairs and body work repairs - unit price shall be hourly rate for time in accordance with the Contractor's applicable labor. Materials shall be billed separately under Parts and Materials.
  - i. Overtime labor shall be quoted as a multiplying factor for the Regular hourly charge [(Overtime Hr) = (Regular Hr) X (Multiplying Factor)]
  - ii. Overtime labor shall require previous authorization from the County's representative and only if the Emergency conditions discussed in this Scope are met.

The Contractor shall supply replacement parts and materials for the work detailed with prior authorization from the County representative or designee. Such parts and materials shall indicate unit price at cost and backup documentation shall be provided.

6. The Contractor shall not charge the County for vehicle, trip or mileage charges nor shall the Contractor charge for any fuel or fuel surcharges.

**SECTION 4**  
**BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**

**IMPORTANT NOTE:**

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**

*(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

**Bidders are cautioned**, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or 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.

**STATEMENT OF NO-BID**

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net), referencing the IFB number, and briefly explain why the decision was made to not participate.

**SUBMITTAL LABEL:**

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN  
RESERVED FOR PUBLIC BID OPENING**

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

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

Contact Phone/ Email: \_\_\_\_\_

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

  

CONTACT:           **MELISA VERGARA**  
IFB NUMBER:       **Y 20-135-MV**  
TITLE:              **EMERGENCY GENERATOR MAINTENANCE AND  
REPAIRS**

  

BID DUE DATE:     \_\_\_\_\_

  

**DELIVER TO:**  
ORANGE COUNTY PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 E. SOUTH STREET, 2ND FLOOR  
ORLANDO, FL 32801.



## QUALIFICATION OF BIDDERS

### PRE-BID CONFERENCE:

[ ] 1. NON-MANDATORY PRE-BID CONFERENCE

All interested parties are invited to attend a **Pre-Bid Conference** on **Thursday, September 19, 2019, 1:00 p.m.**, located at **Utilities Field Services 8100 Presidents Drive Orlando, FL 32809**.

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

### BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below 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.

The Bidder shall submit the following information with the bid:

[ ] 1. Reference Documentation Form  
**(Required)**

Bidder shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

1. Provision of preventive maintenance to, or in excess of, One Hundred (100) Emergency Generators and its associated equipment, including fuel tanks.

[ ] 2. Two (2) copies of generator inspection, condition and report sheets currently in use by the bidder. One (1) copy shall be blank and the second copy shall be a completed sample copy (example) to include any recommended corrective actions to be taken.  
**(Required)**

[ ] 3. Bidder shall provide a letter from the hazardous materials disposal service/facility, stating the bidder has a current agreement with a properly licensed hazardous materials disposal service/facility able to dispose of used/contaminated lubricants,

filters and other hazardous waste which may be by products of work performed under the awarded contract in accordance with all federal, state and local laws, regulation and ordinances.

**(Required)**

- [ ] 4. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.  
**(Required)**
- [ ] 5. Bid Response Form  
**(Required)**
- [ ] 6. Acknowledgement of Addenda  
**(Required if Applicable)**
- [ ] 7. Authorized Signatories/Negotiators  
**(Required)**
- [ ] 8. Drug-Free Workplace  
**(Required)**
- [ ] 9. Schedule of Sub-contracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)  
**(Required if Applicable, form must be Notarized)**
- [ ] 10. Conflict/Non-Conflict of Interest Form  
**(Required)**
- [ ] 11. E-Verification Certification  
**(Required)**
- [ ] 12. Current W9  
**(Required)**
- [ ] 13. Relationship Disclosure Form  
**(Required to be Submitted and Notarized)**
- [ ] 14. Orange County Specific Project Expenditure Report.  
**(Required to be Submitted and Notarized)**
- [ ] 15. Agent Authorization Form  
**(Submit if Applicable)**
- [ ] 16. Leased Employee Affidavit  
**(Submit if Applicable)**
- [ ] 17. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, Appendix A, 44 C.F.R. PART 18  
**(Submit if Applicable)**

- [ ] **18.** Federal Debarment Certification Form  
**(Required)**
  
- [ ] **19.** Information for determining Joint Venture Eligibility (if Applicable)  
**(Submit if Applicable)**
  
- [ ] **20.** Contract **Y20-135-MV**, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.  
**(Required)**

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

**BID RESPONSE FORM  
IFB #Y20-135-MV**

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

**PART 1 – SEMI-ANNUAL PREVENTIVE MAINTENANCE  
AREA – UTILITIES FIELD SERVICES DIVISION**

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
1	6	Generator Preventive Maintenance, as specified	SWRF 4760 Sand Lake Road Orlando, Florida 32819	Caterpillar	3412 / SR4	500	Caterpillar	3412	2	X	\$ _____	=	\$ _____
2	10	Generator Preventive Maintenance, as specified	4795 Deauville Drive Orlando, Florida 32808	Onan	300DFCB	300	Cummins	NTA 855-G2	2	X	\$ _____	=	\$ _____
3	16	Generator Preventive Maintenance, as specified	2175 Pembroke Drive Orlando, Florida	DMT	150JDB	150	John Deere	6081AF001	2	X	\$ _____	=	\$ _____
4	17	Generator Preventive Maintenance, as specified	2528 Tandori Circle Orlando, Florida 32837	Caterpillar	3508 / SR-4	900	Caterpillar	3508	2	X	\$ _____	=	\$ _____
5	18	Generator Preventive Maintenance, as specified	3901 Town Center Blvd. Orlando, Florida	Caterpillar	3408 / SR-4	400	Caterpillar	3408B	2	X	\$ _____	=	\$ _____

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

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
6	21	Generator Preventive Maintenance, as specified	3900 Taft-Vineland Road, Orlando, Florida	Caterpillar	3508 / SR-4	900	Caterpillar	3508	2	X	\$_____	=	\$_____
7	23	Generator Preventive Maintenance, as specified	13401 International Drive Orlando, Florida	Caterpillar	3408 / SR-4	400	Caterpillar	3408B	2	X	\$_____	=	\$_____
8	30	Generator Preventive Maintenance, as specified	1707 Rhode Island Woods Orlando, Florida	Caterpillar	LC 6	400	Caterpillar	C15	2	X	\$_____	=	\$_____
9	33	Generator Preventive Maintenance, as specified	1 Lake Jessamine Orlando, Florida	Onan	175DGCB	175	Cummins	6CTA 8.3	2	X	\$_____	=	\$_____
10	36	Generator Preventive Maintenance, as specified	9075 Bay Hills Boulevard Orlando, Florida	Kohler	135ROZJ	135	John Deere	6081 JF001	2	X	\$_____	=	\$_____
11	37	Generator Preventive Maintenance as specified	8499 Lake Ave. Orlando, Florida	Caterpillar	3408 / SR-4	400	Caterpillar	3408B	2	X	\$_____	=	\$_____
12	39	Generator Preventive Maintenance as specified	1601 South Dean Road Orlando, Florida	Caterpillar	3306 / SR-4	250	Caterpillar	3306DI	2	X	\$_____	=	\$_____
13	40	Generator Preventive Maintenance as specified	4760 Manatee Street Orlando, Florida	Caterpillar	3406 / SR-4	300	Caterpillar	3406	2	X	\$_____	=	\$_____

---

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
14	41	Generator Preventive Maintenance as specified	1539 Rouse Road South Orlando, FL	Caterpillar	3412 / SR-4	500	Caterpillar	3412	2	X	\$ _____	=	\$ _____
15	42	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Cummins / Lima	317A-SE0100	100	Cummins	6BT 5.9	2	X	\$ _____	=	\$ _____
16	43	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Kohler	100ROZ71	100	White / Hercules	D4800	2	X	\$ _____	=	\$ _____
17	47	Generator Preventive Maintenance as specified	11700 Orpington Street Orlando, Florida	Olympian	97A-00821-S	125	Ford Iveco	7.5L	2	X	\$ _____	=	\$ _____
18	48	Generator Preventive Maintenance as specified	605 North Chickasaw Trail Orlando, Florida	Generac	98A-03241-S	200	Hino	13.3L	2	X	\$ _____	=	\$ _____
19	49	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Cummins / Marathon	431RSL2006A-A000W	150	Cummins	6CTA 8.3	2	X	\$ _____	=	\$ _____
20	50	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Olympian / Generac	97A-01884-S	50	Ford Iveco	5.0L	2	X	\$ _____	=	\$ _____
21	51	Generator Preventive Maintenance as specified	703 Paho Street Ocoee, Florida	Onan	100DGDB	100	Cummins	6BT 5.9 G2	2	X	\$ _____	=	\$ _____

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

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
22	52	Generator Preventive Maintenance as specified	1500 Standbury Drive Orlando, Florida	Onan	80DGDA	80	Cummins	6BT 5.9 G2	2	X	\$_____	=	\$_____
23	53	Generator Preventive Maintenance as specified	13100 Balcombe Road Orlando, Florida	Caterpillar	3412 / SR-4	500	Caterpillar	3412	2	X	\$_____	=	\$_____
24	54	Generator Preventive Maintenance as specified	1605 Corner School Dr, Orlando Fl.	Olympian	D100P1	100	Perkins	1000 Series	2	X	\$_____	=	\$_____
25	56	Generator Preventive Maintenance as specified	5464 N. Econ. Trail, Orlando Fl. 32817	Onan	500DFED	250	Cummins	K19	2	X	\$_____	=	\$_____
26	57	Generator Preventive Maintenance as specified	613 Crystal Bay Lane, Orlando Fl. 32806	Caterpillar	SR4B	250	Caterpillar	3306	2	X	\$_____	=	\$_____
27	58	Generator Preventive Maintenance as specified	2514 Harrel Road, Orlando Fl. 32817	Kohler	200RE OZ JB	200	John Deere	RG6081A154 242	2	X	\$_____	=	\$_____
28	59	Generator Preventive Maintenance as specified	14127 Chelonia Pky, Orlando, Fl. 32830	Onan	DGFA5628 855	150	Cummins	6CT83G2	2	X	\$_____	=	\$_____
29	60	Generator Preventive Maintenance as specified	5101 Duck Blvd, Orlando, Fl. 32822	Caterpillar	SR4B	300	Caterpillar	3406	2	X	\$_____	=	\$_____

---

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
30	61	Generator Preventive Maintenance as specified	6404 Ficquette St Windermere, FL, 34786	Onan	DFAC-4491736	250	Cummins	LTA10G1	2	X	\$_____	=	\$_____
31	62	Generator Preventive Maintenance as specified	11400 Belmere Dr, Ocoee, FL. 34761	Caterpillar	SR1B	313	Caterpillar	SR1B	2	X	\$_____	=	\$_____
32	63	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Generac	2747230100	100	Mitsubishi	4D34-T	2	X	\$_____	=	\$_____
33	64	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Generac	2747230100	100	Mitsubishi	4D34-T	2	X	\$_____	=	\$_____
34	65	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	ELLOTT/MAGETEK (100RD)	MAGNET EK 100 RD	100	John Deere	6068TF250	2	X	\$_____	=	\$_____
35	66	Generator Preventive Maintenance as specified	10530 Mere Pkwy, Orlando, FL.	Cummins	250FDAC	250		LTA10-G1	2	X	\$_____	=	\$_____
36	68	Generator Preventive Maintenance as specified	2825 North Hiawasse Road, Orlando, FL. (PS A)	Onan	DFEC 5006548	450	Cummins	KTA1-G3	2	X	\$_____	=	\$_____
37	69	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Cummins / Marathon	431RSL20 06A-A000W	150	Cummins	6CTA 8.3	2	X	\$_____	=	\$_____

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



ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
38	70	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
39	71	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
40	72	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
41	73	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
42	74	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
43	75	Generator Preventive Maintenance as specified	Plantation Estates 7601 Meadowglenn Drive, Orlando, FL.	Cummins	DGDA-5602654	80	Cummins	6BT5.9-G6	2	X	\$_____	=	\$_____
44	76	Generator Preventive Maintenance as specified	3612 N. Tanner Rd Orlando, FL	Cummins	DGDK-5623170	125	Cummins	6BTA5.9G3	2	X	\$_____	=	\$_____

---

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
45	77	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
46	78	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
47	79	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
48	80	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
49	81	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
50	82	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
51	83	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____
52	84	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Katolite	D105F*J4	105	John Deere	6068TF275	2	X	\$_____	=	\$_____

---

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
53	85	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
54	86	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
55	87	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
56	88	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
57	89	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
58	90	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
59	91	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
60	92	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____

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

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
61	93	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
62	94	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
63	95	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
64	96	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
65	97	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
66	98	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
67	99	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
68	100	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____

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

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
69	101	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
70	102	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
71	103	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T				=	
72	104	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
73	105	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
74	106	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
75	107	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____

---

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
76	108	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
77	109	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
78	110	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
79	111	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
80	113	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
81	114	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____

---

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
82	115	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	TO4045T	2	X	\$_____	=	\$_____
83	116	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS130T	107	John Deere	TO6068	2	X	\$_____	=	\$_____
84	117	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS130T	107	John Deere	TO6068	2	X	\$_____	=	\$_____
85	118	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS130T	107	John Deere	TO6068	2	X	\$_____	=	\$_____
86	119	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS130T	107	John Deere	TO6068	2	X	\$_____	=	\$_____
87	120	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS130T	107	John Deere	TO6068	2	X	\$_____	=	\$_____
88	121	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS130T	107	John Deere	TO6068	2	X	\$_____	=	\$_____
89	122	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS130T	107	John Deere	TO6068	2	X	\$_____	=	\$_____

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

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
90	123	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS130T	107	John Deere	TO6068	2	X	\$ _____	=	\$ _____
91	124	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS130T	107	John Deere	TO6068	2	X	\$ _____	=	\$ _____
92	125	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS80T	65	John Deere	4045TF150	2	X	\$ _____	=	\$ _____
93	126	Generator Preventive Maintenance as specified	NWRF (Portable) 701 McCormick Road Apopka, Florida 32703	Baldor	TS130T	107	John Deere	6068TF250	2	X	\$ _____	=	\$ _____
94	127	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	PE4045T512 608	2	X	\$ _____	=	\$ _____
95	128	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	PE4045T512 604	2	X	\$ _____	=	\$ _____
96	129	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	PE4045T512 603	2	X	\$ _____	=	\$ _____
97	130	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS80T	65	John Deere	PE4045T512 596	2	X	\$ _____	=	\$ _____

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



ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
98	131	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS80T	65	John Deere	PE4045T499326	2	X	\$_____	=	\$_____
99	132	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS80T	65	John Deere	PE4045T512598	2	X	\$_____	=	\$_____
100	133	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS80T	65	John Deere	PE4045T512594	2	X	\$_____	=	\$_____
101	134	Generator Preventive Maintenance as specified	1621 South Alafaya Trail Orlando, Florida 32828	Baldor	TS80T	65	John Deere	4045TF150	2	X	\$_____	=	\$_____
102	135	Generator Preventive Maintenance as specified	6605 Chancery Lane, Orlando Florida 32809	Kohler	150REOZJB	150	John Deere	6068HF150	2	X	\$_____	=	\$_____
103	136	Generator Preventive Maintenance as specified	1238 Sunflower Trail, Orlando Florida, 32828	Kohler	DFEK-5706886	500	Cummins	QSX15-G9-NR2	2	X	\$_____	=	\$_____
104	137	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, Florida 32809	Baldor	TS175T	140	John Deere	GR6081T175866	2	X	\$_____	=	\$_____
105	138	Generator Preventive Maintenance as specified	13200 Overstreet Road Windermere, Florida	Cat	3306	250	Caterpillar	3306DI	2	X	\$_____	=	\$_____

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
106	139	Generator Preventive Maintenance as specified	11407 Center Lake Drive Windermere, Florida	Kohler	230RE02JB	230	John Deere	6081AF001	2	X	\$_____	=	\$_____
107	140	Generator Preventive Maintenance as specified	3075 Sprague Drive Orlando, Florida	Kohler	150REOZID	155	John Deere	PE6068L006628	2	X	\$_____	=	\$_____
108	141	Generator Preventive Maintenance as specified	3777 Capetown Drive Orlando, Florida	Cummins	D070045778	166	Cummins	Q5L9G2NR3	2	X	\$_____	=	\$_____
109	142	Generator Preventive Maintenance as specified	10305 Lee Vista Boulevard Orlando, Florida	Olympian	D125P1	125	Perkins	SNYD51130U853678M	2	X	\$_____	=	\$_____
110	143	Generator Preventive Maintenance as specified	7819 Hoosier Place Orlando Florida 32807	Cummins	DSGAC-7466308	150	Cummins	QSB7-G3-NR3	2	X	\$_____	=	\$_____
111	145	Generator Preventive Maintenance as specified	5602 Clarcona Ocoee Road, Orlando, Florida	Cummins	LTA10-G1	300	Cummins	43301263	2	X	\$_____	=	\$_____
112	146	Generator Preventive Maintenance as specified	500 N. Hiawasse Rd, Orlando, Florida	Cummins	DFCB-5740561	300	Cummins	NTA 855-G2	2	X	\$_____	=	\$_____
113	147	Generator Preventive Maintenance as specified	7536 SOBT, Orlando, Florida (100 feet north of Southland Blvd next to Lai-Lai Restaurant)	Cummins	8DP 2J2	80	JOHN DEERE	4045HF275	2	X	\$_____	=	\$_____

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
114	148	Generator Preventive Maintenance as specified	6619 Independence Pkwy, Orlando, FL.	Cummins	DSHAB5776134	204	Cummins	EOS19-G2	2	X	\$ _____	=	\$ _____
115	149	Generator Preventive Maintenance as specified	14550 Summer Lake Park Blvd, Orlando, FL	Cummins	250DQDA A-6974	335	Cummins	7CEXL054A ABAB	2	X	\$ _____	=	\$ _____
116	150	Generator Preventive Maintenance as specified	5605 Sea Splash Way, Orlando, FL	Cummins	900DQFA C6350	900	Cummins	OST3065	2	X	\$ _____	=	\$ _____
117	151	Generator Preventive Maintenance as specified	7616 President Drive, Orlando FL	Cummins	DFAB5740 559	230	Cummins	LTA10-G1	2	X	\$ _____	=	\$ _____
118	152	Generator Preventive Maintenance as specified	8034 S. Orange Ave, Orlando FL.	Cummins	500DFEK6 349	500	Cummins	Q5X1569	2	X	\$ _____	=	\$ _____
119	153	Generator Preventive Maintenance as specified	4494 Wetherbee Ext., Orlando, FL.	Cummins	M0883032 4208	240	Cummins	OSL9-G2-NR3	2	X	\$ _____	=	\$ _____
120	159	Generator Preventive Maintenance as specified	9603 Winter Garden Vineland Rd Orlando, Florida	Caterpillar	S9L01360	300	Caterpillar	N/A	2	X	\$ _____	=	\$ _____
121	160	Generator Preventive Maintenance as specified	Dr. Phillipps 7379 W. Sandlake Road Orlando, FL	Caterpillar	LC6	350	Caterpillar	C15	2	X	\$ _____	=	\$ _____

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
122	161	Generator Preventive Maintenance as specified	Southwest 8701 World Center Dr.	Cummins	DFEG-1446260	350	Cummins	QSX15-G9	2	X	\$ _____	=	\$ _____
123	162	Generator Preventive Maintenance as specified	11244 International Dr. Orlando, FL	Caterpillar	D150-8	150	Caterpillar	C6.6	2	X	\$ _____	=	\$ _____
124	163	Generator Preventive Maintenance as specified	6001 Destination Parkway Orlando, FL	Cummins	DSGAE-1404784	200	Cummins	QSB7-G5NR3	2	X	\$ _____	=	\$ _____
125	164	Generator Preventive Maintenance as specified	K Mart 7609 South Orange Blossom Trail Orlando, FL	Caterpillar	C4.4	100	Caterpillar	C4.4	2	X	\$ _____	=	\$ _____
126	165	Generator Preventive Maintenance as specified	John Young 2800 Americana Blvd. Orlando, FL	Caterpillar	D150-8	150	Caterpillar	C6.6	2	X	\$ _____	=	\$ _____
127	166	Generator Preventive Maintenance as specified	Peabody 9801 International Dr. Orlando, FL	Cummins	DSGAD-1404783	175	Cummins	QSB7-G5NR3	2	X	\$ _____	=	\$ _____
128	167	Generator Preventive Maintenance as specified	3953 Westgate Rd. Orlando FL 32808	Caterpillar	3208 / SR-4	150	Caterpillar	3208T	2	X	\$ _____	=	\$ _____
129	169	Generator Preventive Maintenance as specified	9405 Seidel Rd. Winter Garden FL 32787	Cummins	DSHAD-1414772	230	Cummins	QSL9-G2NR3	2	X	\$ _____	=	\$ _____

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
130	176	Generator Preventive Maintenance as specified	10042 Bedtime Story Dr. Winter Garden, FL 34787	Cummins	DSGAB-1600348	125	Cummins	QSB7-G5NR3	2	X	\$ _____	=	\$ _____
131	183	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, FL	Cummins	DSGAB-1600348	125	Cummins	QSB7-G5NR4	2	X	\$ _____	=	\$ _____
132	184	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, FL	Cummins	DQPAB-1413323	650	Cummins	N/A	2	X	\$ _____	=	\$ _____
133	185	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, FL	Caterpillar	LC5/XQ200	200	Caterpillar	N/A	2	X	\$ _____	=	\$ _____
134	186	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, FL	Caterpillar	LC5/XQ200	200	Caterpillar	N/A	2	X	\$ _____	=	\$ _____
135	189	Generator Preventive Maintenance as specified	8100 Presidents Drive Orlando, FL	Caterpillar	DSGAC-1671698	150	Caterpillar	N/A	2	X	\$ _____	=	\$ _____
136	170	Generator Preventive Maintenance as specified	SWRF 4760 Sand Lake Road Orlando, Florida 32819	Caterpillar	SR4B HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____
137	171	Generator Preventive Maintenance as specified	SWRF 4760 Sand Lake Road Orlando, Florida 32819	Caterpillar	SR4B HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
138	172	Generator Preventive Maintenance as specified	SWRF 4760 Sand Lake Road Orlando, Florida 32819	Caterpillar	SR4B HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____
139	173	Generator Preventive Maintenance as specified	EWRf1621 South Alafaya Trail Orlando, Florida 32828	Caterpillar	SR4B HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____
140	174	Generator Preventive Maintenance as specified	EWRf1621 South Alafaya Trail Orlando, Florida 32828	Caterpillar	SR4B HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____
141	175	Generator Preventive Maintenance as specified	EWRf1621 South Alafaya Trail Orlando, Florida 32828	Caterpillar	SR4B HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____
142	187	Generator Preventive Maintenance as specified	NWRF 701 West McCormick Road, Apopka, FL 32703	Caterpillar	SR48 HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____
143	188	Generator Preventive Maintenance as specified	NWRF 701 West McCormick Road, Apopka, FL 32703	Caterpillar	SR48 HV	2250	Caterpillar	3516B	2	X	\$ _____	=	\$ _____
144	176	Generator Preventive Maintenance as specified	Solid Waste Operation Center 5901 Young Pine Rd Orlando Fl. 32829	Kohler	400ROZD71	400	Detroit	8v92	2	X	\$ _____	=	\$ _____

Company Name

ITEM NO.	ID NO.	SERVICE	LOCATION	EQUIPMENT MANUFACTURER	MODEL	KW	ENGINE	ENGINE MODEL	ANNUAL NUMBER OF SERVICES	X	UNIT PRICE PER SERVICE	=	ESTIMATED ANNUAL BID
145	177	Generator Preventive Maintenance as specified	Solid Waste Operation Center 5901 Young Pine Rd Orlando Fl. 32829	Caterpillar	3306	250	Caterpillar	3306	2	X	\$_____	=	\$_____
146	178	Generator Preventive Maintenance as specified	Solid Waste Old Admin/Old Scale House 5901 Young Pine Rd Orlando Fl. 32829	Maxi Power	PEMA-20-D	20	Perkins	PERKINS PEMA-20-D	2	X	\$_____	=	\$_____
147	179	Generator Preventive Maintenance as specified	Solid Waste Leachate Pump (by Lake) 5901 Young Pine Rd Orlando Fl. 32829	Cummins	DFCC-5706821	380	Cummins	NTA-855-63	2	X	\$_____	=	\$_____
148	180	Generator Preventive Maintenance as specified	Fred's Shop 5901 Young Pine Rd Orlando Fl. 32829	Caterpillar	D175-2	175	Caterpillar	0175-2	2	X	\$_____	=	\$_____
149	181	Generator Preventive Maintenance as specified	9150 Curry Ford Rd. Orlando Fl. 32825	Generac	39755010500	500	Generac	MD63F800	2	X	\$_____	=	\$_____
150	182	Generator Preventive Maintenance as scheduled	8100 Presidents Dr. Orlando Fl. 32809	Caterpillar	SR4	500	Caterpillar	3412	2	X	\$_____	=	\$_____
<b>PART 1 – TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 150)</b>												=	\$_____

Company Name

**PART 2 – FUEL RECYCLING - VARIOUS LOCATIONS**

<b>ITEM NO.</b>	<b>SERVICE</b>	<b>LOCATION</b>	<b>TANK CAPACITY IN GALLONS</b>	<b>NUMBER OF TANKS</b>	<b>X</b>	<b>FUEL RECYCLING PRICE PER TANK</b>	<b>=</b>	<b>ESTIMATED ANNUAL BID</b>
151	Fuel Recycling as specified	Utilities Field Services	0-250 gal	78	X	\$ _____	=	\$ _____
152	Fuel Recycling as specified	Building Operations	0-250 gal	1	X	\$ _____	=	\$ _____
153	Fuel Recycling as specified	Utilities Filed Services	251-500 gal	14	X	\$ _____	=	\$ _____
154	Fuel Recycling as specified	Building Operations	251-500 gal	3	X	\$ _____	=	\$ _____
155	Fuel Recycling as specified	Utilities Filed Services	501-1000 gal	22	X	\$ _____	=	\$ _____
156	Fuel Recycling as specified	Building Operations	501-1000 gal	2	X	\$ _____	=	\$ _____
157	Fuel Recycling as specified	Utilities Filed Services	1001 -1500 gal	6	X	\$ _____	=	\$ _____
158	Fuel Recycling as specified	Utilities Filed Services	1501-2000 gal	15	X	\$ _____	=	\$ _____
159	Fuel Recycling as specified	Building Operations	1501-2000 gal	1	X	\$ _____	=	\$ _____
160	Fuel Recycling as specified	Utilities Filed Services	2001-2500 gal	1	X	\$ _____	=	\$ _____
161	Fuel Recycling as specified	Utilities Filed Services	2501-3000 gal	1	X	\$ _____	=	\$ _____
162	Fuel Recycling as specified	Utilities Filed Services	3001-3500 gal	1	X	\$ _____	=	\$ _____
163	Fuel Recycling as specified	Utilities Filed Services	2501-4000 gal	3	X	\$ _____	=	\$ _____

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



<b>ITEM NO.</b>	<b>SERVICE</b>	<b>LOCATION</b>	<b>TANK CAPACITY IN GALLONS</b>	<b>NUMBER OF TANKS</b>	<b>X</b>	<b>FUEL RECYCLING PRICE PER TANK</b>	<b>=</b>	<b>ESTIMATED ANNUAL BID</b>
164	Fuel Recycling as specified	Utilities Filed Services	5,000 gal	1	X	\$ _____	=	\$ _____
165	Fuel Recycling as specified	Utilities Filed Services	10,000 gal	1	X	\$ _____	=	\$ _____
166	Fuel Recycling as specified	Utilities Filed Services	12,000 gal	1	X	\$ _____	=	\$ _____
167	Fuel Recycling as specified	Water Reclamation Facilities	12,000 gal	8	X	\$ _____	=	\$ _____
<b>PART 2 – TOTAL ESTIMATED ANNUAL BID (LINES 151 THROUGH 167)</b>							<b>=</b>	<b>\$ _____</b>

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

**PART 2A – TANK POLISHING - VARIOUS LOCATIONS**

<b>ITEM NO.</b>	<b>SERVICE</b>	<b>LOCATION</b>	<b>TANK CAPACITY IN GALLONS</b>	<b>NUMBER OF TANKS</b>	<b>X</b>	<b>TANK POLISHING PRICE PER TANK</b>	<b>=</b>	<b>ESTIMATED ANNUAL BID</b>
168	Tank Polishing as specified	Utilities Field Services	0-250 gal	78	X	\$ _____	=	\$ _____
169	Tank Polishing as specified	Building Operations	0-250 gal	1	X	\$ _____	=	\$ _____
170	Tank Polishing as specified	Utilities Filed Services	251-500 gal	14	X	\$ _____	=	\$ _____
171	Tank Polishing as specified	Building Operations	251-500 gal	3	X	\$ _____	=	\$ _____
172	Tank Polishing as specified	Utilities Filed Services	501-1000 gal	22	X	\$ _____	=	\$ _____
173	Tank Polishing as specified	Building Operations	501-1000 gal	2	X	\$ _____	=	\$ _____
174	Tank Polishing as specified	Utilities Filed Services	1001 -1500 gal	6	X	\$ _____	=	\$ _____
175	Tank Polishing as specified	Utilities Filed Services	1501-2000 gal	15	X	\$ _____	=	\$ _____
176	Tank Polishing as specified	Building Operations	1501-2000 gal	1	X	\$ _____	=	\$ _____
177	Tank Polishing as specified	Utilities Filed Services	2001-2500 gal	1	X	\$ _____	=	\$ _____
178	Tank Polishing as specified	Utilities Filed Services	2501-3000 gal	1	X	\$ _____	=	\$ _____
179	Tank Polishing as specified	Utilities Filed Services	2501-4000 gal	1	X	\$ _____	=	\$ _____
180	Tank Polishing as specified	Utilities Filed Services	5,000 gal	3	X	\$ _____	=	\$ _____
181	Tank Polishing as specified	Utilities Filed Services	5,000 gal	1	X	\$ _____	=	\$ _____

ITEM NO.	SERVICE	LOCATION	TANK CAPACITY IN GALLONS	NUMBER OF TANKS	X	TANK POLISHING PRICE PER TANK	=	ESTIMATED ANNUAL BID
182	Tank Polishing as specified	Utilities Filed Services	10,000 gal	1	X	\$ _____	=	\$ _____
183	Tank Polishing as specified	Utilities Filed Services	12,000 gal	1	X	\$ _____	=	\$ _____
184	Tank Polishing as specified		12,000 gal	8	X	\$ _____	=	\$ _____
<b>PART 2A – TOTAL ESTIMATED ANNUAL BID (LINES 168 THROUGH 184)</b>							=	\$ _____

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

**PART 3 – GENERATOR ANTI-FREEZE RECYCLING - VARIOUS LOCATIONS**

ITEM NO.	SERVICE	LOCATION	TANK CAPACITY IN GALLONS	NUMBER OF TANKS	X	ANTI-FREEZE RECYCLING PRICE PER TANK	=	ESTIMATED ANNUAL BID
185	Generator Anti-Freeze Recycling as specified	Utilities Field Services	0-250 gal	78	X	\$ _____	=	\$ _____
186	Generator Anti-Freeze Recycling as specified	Utilities Building Operations	0-250 gal	1	X	\$ _____	=	\$ _____
187	Generator Anti-Freeze Recycling as specified	Water Reclamation	251-500 gal	14	X	\$ _____	=	\$ _____
<b>PART 3 TOTAL ESTIMATED ANNUAL BID (LINES 185 THROUGH 187)</b>							=	\$ _____

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

**PART 4 – GENERATOR LOAD TESTING - VARIOUS LOCATIONS**

<b>ITEM NO.</b>	<b>SERVICE</b>	<b>LOCATION</b>	<b>GENERATOR SIZE IN KW</b>	<b>NUMBER OF UNITS</b>	<b>X</b>	<b>UNIT PRICE PER TEST</b>	<b>=</b>	<b>ESTIMATED ANNUAL BID</b>
188	Generator Load Testing as specified	Utilities Field Services	0-100	50	X	\$ _____	=	\$ _____
189	Generator Load Testing as specified	Utilities Field Services	0-100	1	X	\$ _____	=	\$ _____
190	Generator Load Testing as specified	Utilities Field Services	101-200	48	X	\$ _____	=	\$ _____
191	Generator Load Testing as specified	Utilities Field Services	101-200	1	X	\$ _____	=	\$ _____
192	Generator Load Testing as specified	Utilities Field Services	201-250	11	X	\$ _____	=	\$ _____
193	Generator Load Testing as specified	Utilities Field Services	201-250	1	X	\$ _____	=	\$ _____
194	Generator Load Testing as specified	Utilities Field Services	251-300	7	X	\$ _____	=	\$ _____
195	Generator Load Testing as specified	Utilities Field Services	301-350	4	X	\$ _____	=	\$ _____
196	Generator Load Testing as specified	Utilities Field Services	351-400	3	X	\$ _____	=	\$ _____
197	Generator Load Testing as specified	Utilities Field Services	351-400	2	X	\$ _____	=	\$ _____

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

ITEM NO.	SERVICE	LOCATION	GENERATOR SIZE IN KW	NUMBER OF UNITS	X	UNIT PRICE PER TEST	=	ESTIMATED ANNUAL BID	
198	Generator Load Testing as specified	Utilities Field Services	401-450	1	X	\$ _____	=	\$ _____	
199	Generator Load Testing as specified	Utilities Field Services	451-500	2	X	\$ _____	=	\$ _____	
200	Generator Load Testing as specified	Utilities Field Services	451-500	2	X	\$ _____	=	\$ _____	
201	Generator Load Testing as specified	Utilities Field Services	501-600	0	X	\$ _____	=	\$ _____	
202	Generator Load Testing as specified	Utilities Field Services	601-900	4	X	\$ _____	=	\$ _____	
203	Generator Load Testing as specified	Utilities Field Services	2250	8	X	\$ _____	=	\$ _____	
			<b>PART 4 TOTAL ESTIMATED ANNUAL BID (LINES 188 THROUGH 203)</b>					=	\$ _____

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

**PART 5 – GENERATOR REPAIR LABOR (REGULAR HOURS) – VARIOUS LOCATIONS**

<b>ITEM NO.</b>	<b>SERVICE</b>	<b>LOCATION</b>	<b>ESTIMATED HOURS</b>	<b>X</b>	<b>UNIT PRICE PER HOUR</b>	<b>=</b>	<b>ESTIMATED ANNUAL BID</b>	
204	Generator Repair Regular Labor Hours as specified	Utilities Field Services	200	X	\$ _____	=	\$ _____	
205	Generator Body Work labor as specified	Utilities Field Services	250	X	\$ _____	=	\$ _____	
206	Generator Repair regular Labor Hours as specified	Utilities Building Operations	100	X	\$ _____	=	\$ _____	
207	Generator Body Work Labor Hours as specified	Utilities Building Operations	40	X	\$ _____	=	\$ _____	
208	Generator Repair regular Labor Hours as specified	Water Reclamation	100	X	\$ _____	=	\$ _____	
209	Generator Repair regular Labor Hours as specified	Fleet	75	X	\$ _____	=	\$ _____	
		<b>PART 5 TOTAL ESTIMATED BID (LINES 204 THROUGH 209)</b>					=	\$ _____

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

**PART 5A – GENERATOR REPAIR LABOR (OVERTIME HOURS) – VARIOUS LOCATIONS**

ITEM NO.	SERVICE	LOCATION	ESTIMATED HOURS	X	OVERTIME MULTIPLYING FACTOR	UNIT PRICE PER HOUR	=	ESTIMATED ANNUAL BID
210	Generator Repair Overtime Labor Hours as specified	Utilities Field Services	100	X	1.5	\$ _____	=	\$ _____
211	Generator Repair Overtime Labor Hours as specified	Utilities Building Operations	50	X	2	\$ _____	=	\$ _____
212	Generator Repair Overtime Labor Hours as specified	Water Reclamation	50	X	2.5	\$ _____	=	\$ _____
213	Generator Repair Overtime Labor Hours as specified	Fleet	25	X	3	\$ _____	=	\$ _____
<b>PART 5A TOTAL ESTIMATED BID (LINES 210 THROUGH 213)</b>							=	\$ _____

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



**PART 6 – PARTS AND MATERIALS**

ITEM NO.	SERVICE	LOCATION	ESTIMATED ANNUAL USAGE	=	ESTIMATED ANNUAL BID
214	Parts and Materials	All Locations	\$25,000	=	\$25,000
PART 6 TOTAL ESTIMATED ANNUAL BID (LINE 214)					\$25,000

ESTIMATED ANNUAL BID PARTS 1 THROUGH 6 (LINES 1 THROUGH 214) \$ \_\_\_\_\_

**X THREE (3) YEARS**

ESTIMATED TOTAL BID PARTS 1 THROUGH 6 (LINES 1 THROUGH 214) FOR THREE YEARS \$ \_\_\_\_\_

**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 one (1) calendar day 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)

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

**BID RESPONSE FORM - CONTINUED**  
**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: \_\_\_\_\_

<u>EMERGENCY CONTACT</u>	
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 specifications, 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: \_\_\_\_\_

\* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Bid Response*

**REFERENCE DOCUMENTATION FORM**

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below.

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

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

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Location, KW range and total generator units serviced: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

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

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

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Location, KW range and total generator units serviced: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

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

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

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Location, KW range and total generator units serviced: \_\_\_\_\_

\_\_\_\_\_

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 AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS**  
**(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)**  
**Y20-135-MV Emergency Generator Maintenance and Repairs**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, am authorized to sign on behalf of, and fully bind,  
 (First and Last Name) (Company Title/Position)

\_\_\_\_\_ (the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:  
 (Company Name)

- ✓ Qualified small and minority businesses, and women’s business enterprises were, and will continue to be, placed on all of the Prime Contractor’s solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women’s business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor’s experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor <i>(attach additional pages as necessary)</i>	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

**I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.**

<b>SIGNATURE</b>	<b>PRINTED NAME</b>	<b>OFFICIAL TITLE</b>	<b>DATE</b>
STATE OF _____ )	The foregoing instrument was acknowledged before me this	<b>NOTARY</b>	
COUNTY OF _____ )	_____ day of _____ 20____, by _____	_____	
(Seal)	on behalf of the corporation.	Signature	
	Personally Known [ ] or Produced Identification [ ]	_____	
	Type of Identification Produced: _____	Printed Name	

**NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.**

## 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.Y20-135-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. Y20-135-MV Emergency Generator Maintenance and Repairs**, 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 BIDDER**

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

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

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

---

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

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile:           (     ) \_\_\_\_\_

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

Name of Bidder's Authorized Agent:

---

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

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile:           (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

---

---

---

(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

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

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

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

(Notary Seal)

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

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

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

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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

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

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

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

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

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

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

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

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

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

### **CONCLUSION:**

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

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

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

### **Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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



**Part II**

**Expenditures:**

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

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

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

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		<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: \_\_\_\_\_

## 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: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,  
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
APPENDIX A, 44 C.F.R. PART 18**

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date



**FEDERAL DEBARMENT CERTIFICATION FORM**

---

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON  
THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

**ATTESTATION**

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

---

Name and Title of Authorized Representative

---

---

Signature

---

Date

## **FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)**

### **Instructions for Certification**

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

**HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE**

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

\_\_\_\_\_

\_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2**

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

---

---

(b) Capital contributions, including equipment:

---

---

(c) Other applicable ownership interests:

---

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as:

(1) Estimating:

---

---

---

(2) Marketing and sales:

---

---

---

(3) Hiring and firing of management personnel:

---

---

---

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3**

(4) Purchasing of major items or supplies:

---

---

---

(c) Supervision of field operations:

---

---

---

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

**\* Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

**AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4**

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)



**CONTRACT NO. Y20-135-MV  
EMERGENCY GENERATOR MAINTENANCE AND REPAIRS**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:
  - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
  - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

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

Orange County Utilities Department  
Field Services Division Contracts Group  
8100 Presidents Drive  
Orlando, FL 32809  
Phone (407) 836-6822

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

4. Counterpart (1):  
Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-135-MV Emergency Generator Maintenance and Repairs - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- D. Sub-contracting and Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)

If the CONTRACTOR wishes to engage in sub-contracting, pursuant to this Acknowledgment, the CONTRACTOR understands that it must first: (1) get written permission from the COUNTY'S Procurement Manager or their designee to enter into such a subcontract; and (2) execute an affidavit stating that the CONTRACTOR took the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in the solicitation and selection of such subcontractor. **Engaging in sub-contracting, pursuant to this Acknowledgment without complying with both of these requirements is strictly prohibited.**

**Small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the "affirmative steps" outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when sub-contracting.**

\_\_\_\_\_ (COMPANY NAME)

BY: \_\_\_\_\_ (Authorized Signatory) \_\_\_\_\_ (Date)

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

NOTICES: \_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

- 5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.



6. Counterpart (2):  
Orange County's Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-135-MV Emergency Generator Maintenance and Repairs - Term Contract**.
  - B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
  - C. The estimated contract award for the initial term of the contract is  
  
\$ \_\_\_\_\_
  - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
  - E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
  - D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**ORANGE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Zulay Millan, CPPO, CPPB, FCCM  
Procurement Division

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

**NOTICES: PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 EAST SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FLORIDA 32801  
(407) 836- 5635**