

AMENDMENT NO. 2
Y20-1034A, Exterior Painting Services

Effective Date: December 4, 2022

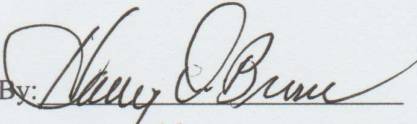
The contract is changed as follows:

- a. This amendment is made to renew this contract for the period of December 4, 2022 through December 3, 2023.

All other terms, conditions and prices of the contract remain the same.

Greg Brown Painting Co., LLC

Board of County Commissioners
Orange County, FL

By: 
Print Name: Harry D. Brown
Name and Title: Owner/Member
Date: 8/8/22

By: 
Diane Wetherington, CPPB
Contracting Agent
Date: 8/10/2022

AMENDMENT NO. 1
Y20-1034A, Exterior Painting Services

Effective Date: December 4, 2021

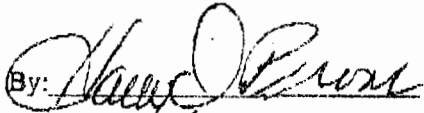
The contract is changed as follows:

- a. This amendment is made to renew this contract for the period of December 4, 2021 through December 3, 2022.

All other terms, conditions and prices of the contract remain the same.

Greg Brown Painting Co., LLC

Board of County Commissioners
Orange County, FL

By: 

By: 

Print Name: HARRY D. BROWN

Rebeca Malave
Contracting Agent

Name and Title: HARRY D. BROWN
Owner / Member

Date: 11/17/2021

Date: 10/11/21



CONTRACT NO. Y20-1034A
Exterior Painting Services

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:

Lot A and Lot B
Orange County Facilities Management Division – Fiscal Office
Internal Operations Centre II
400 E South Street
Orlando, FL 32801

Lot C
Orange County Ordering Division/Department


- 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. Y20-1034, Exterior Painting Services - 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.

Greg Brown Painting Co, LLC

(COMPANY NAME)

BY:  (Authorized Signatory)
_____ (Name)
Harry D. Brown
Owner/member (Title)

DATE: 5-19-2020

NOTICES: 521 Midland Ave (Address)
_____ (Address)
Apopka, FL 32703 (City, State Zip)
407-703-8629 (Phone)
brown72152@bighthouse.com (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. Y20-1034A, Exterior Painting Services - Term Contract**.
 - B. This contract is effective **December 4, 2020**, and shall remain in effect through **December 3, 2021**.
 - C. The estimated contract award for the initial term of the contract is **\$226,150**.
 - 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:  Procurement Manager
Zulay Millan, CPPB, CPPO, FCCM
Assist Procurement Division

DATE: 1/4/21

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

BID RESPONSE FORM
IFB #Y20-1034

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. All costs shall be built in the unit prices on the bid response from as shown below. All cost to perform operation and maintenance services under this contract shall be included in bid item pricing for each site.

LOT A – DOWNTOWN, CENTRAL, AND EAST DISTRICT

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
1	Pressure Washing up to 3500 psi - All heights (Standard hours)	SQFT	150,000.00	\$.09	\$ 13500.00
2	Sandblasting - All heights (Standard hours)	SQFT	3,500.00	\$ 2.25	\$ 7875.00
3	Surface Preparation - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$.12	\$ 15000.00
4	Primer coat - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$.13	\$ 16250.00
5	Finish coats - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$.29	\$ 36250.00
6	Surface Preparation - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$.12	\$ 6000.00
7	Primer coat - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$.13	\$ 6500.00
8	Finish coats - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$.32	\$ 16000.00
9	Multi-tone Separator (Standard hours)	LFT	1,000.00	\$ 1.00	\$ 1000.00
10	Trim Work - Up to 6 inches Width (Standard hours)	LFT	4,000.00	\$ 1.00	\$ 4000.00

Company Name Greg Brown Painting Co, LLC

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
11	Window Frames – Up to 6 inches Width (Standard hours)	LFT	250.00	\$ 1.20	\$ 300.00
12	Regular Metal & Wood Doors (Up to 48 in X 96 in) (Standard hours)	Each	75.00	\$ 35.00	\$ 2625.00
13	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Standard hours)	Each	25.00	\$ 30.00	\$ 750.00
14	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Standard hours)	Each	15.00	\$ 60.00	\$ 900.00
15	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Standard hours)	Each	15.00	\$ 50.00	\$ 750.00
16	Railings and associated support systems (Standard hours)	LFT	2,500.00	\$ 2.25	\$ 5625.00
17	Metal Surfaces - All heights (Standard hours)	SQFT	5,000.00	\$.65	\$ 3250.00
18	Metal Stairs including stringer and associated side supports (Standard hours)	SQFT	1,000.00	\$.65	\$ 650.00
19	Metal Pipes (Standard hours)	LFT	250.00	\$ 2.00	\$ 500.00
20	Concrete Floors: (Standard hours)	SQFT	1,000.00	\$ 2.60	\$ 2600.00
21	Pressure Washing up to 3500 psi - All surfaces & heights (Non-Standard Hours)	SQFT	10,000.00	\$.13	\$ 1300.00
22	Sandblasting - All heights (Non-Standard Hours)	SQFT	1,500.00	\$ 2.75	\$ 4125.00
23	Surface Preparation - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$.13	\$ 6500.00
24	Primer coat - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$.12	\$ 6000.00
25	Finish coats - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$.32	\$ 16000.00
26	Surface Preparation - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$.15	\$ 1500.00
27	Primer coat - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$.15	\$ 1500.00

Company Name Greg Brown Painting Co, LLC

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
28	Finish coats - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$.32	\$ 3200.00
29	Multi-tone Separator (Non-Standard Hours)	LFT	100.00	\$ 1.50	\$ 150.00
30	Trim Work - Up to 6 inches Width (Non-Standard Hours)	LFT	2,500.00	\$ 1.80	\$ 4500.00
31	Window Frames – Up to 6 inches Width (Non-Standard Hours)	LFT	50.00	\$ 3.00	\$ 150.00
32	Regular Metal & Wood Doors (Up to 48in X 96in) (Non-Standard Hours)	Each	25.00	\$ 45.00	\$ 1125.00
33	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Non-Standard Hours)	Each	25.00	\$ 35.00	\$ 875.00
34	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Non-Standard Hours)	Each	25.00	\$ 85.00	\$ 2125.00
35	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Non-Standard Hours)	Each	25.00	\$ 45.00	\$ 1125.00
36	Railings and associated support systems (Non-Standard Hours)	LFT	500.00	\$ 3.00	\$ 1500.00
37	Metal Surfaces - All heights (Non-Standard Hours)	SQFT	2,500.00	\$ 2.50	\$ 6250.00
38	Metal Stairs including stringer and associated side supports (Non-Standard Hours)	SQFT	250.00	\$ 4.00	\$ 1000.00
39	Metal Pipes (Non-Standard Hours)	LFT	100.00	\$ 4.00	\$ 400.00
40	Concrete Floors (Non-Standard Hours)	SQFT	500.00	\$ 3.00	\$ 1500.00
41	Equipment Rental - Reimbursement at Cost	AT COST			\$ 25,000.00
TOTAL ANNUAL BID Lot A					\$ 226150.00

Company Name Grag Brown Painting Co, LLC

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

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

Inquiries regarding this Invitation for Bids may be directed to William Arce, Contracting Agent, at William.arce@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Greg Brown Painting Co, LLC

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

TIN#: 43-2085928 D-U-N-S® # _____

521 Midland Ave Apopka
(Street No. or P.O. Box Number) (Street Name) (City)

Orange Florida 32703
(County) (State) (Zip Code)

Contact Person: Harry Don Brown

Phone Number: 407-703-8629 Fax Number: 407-703-8629

Email Address: Brown72152@brighthouse.com

EMERGENCY CONTACT

Emergency Contact Person: Greg Brown

Telephone Number: 407-703-8329 Cell Phone Number: 407-808-5870

Residence Telephone Number: _____ Email: brown72152@brighthouse.com

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. 1, Date 4-16-2020 Addendum No. _____, Date _____

Addendum No. 2, Date 5-6-20 Addendum No. _____, Date _____

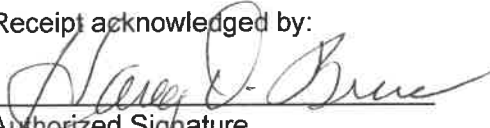
2. For a list of all procurement public meeting notices visit the following link:
<http://apps.ocfl.net/OrangeBids/Procurement/default.asp>

This is a formal solicitation which will be opened in a public meeting. In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, the bid opening will also be accessible by means of telephonic and video conferencing.

The County will only open bid/proposal responses received prior to the due date and time, and will use the WebEx online meeting platform during the opening. Interested parties may participate using their computer video and computer audio, or by telephone using one of the call-in numbers provided.

**D. ACKNOWLEDGEMENT OF ADDENDA
Y20-1034, Exterior Paint Services**

1. The firm shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the deadline for responding indicated above.
2. All other terms and conditions of the Invitation for Bids remain the same.
3. Receipt acknowledged by:

 5-19-20
Authorized Signature Date

Owner / member
Title

Greg Brown Ptg Co, LLC
Name of Firm

**MAY 6, 2020
ORANGE COUNTY, FLORIDA**

**INVITATION FOR BIDS
Y20-1034, EXTERIOR PAINT SERVICES
ADDENDUM NO. 2**

This Addendum is hereby incorporated into the documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

- A. THE DEADLINE FOR RESPONDING TO THIS INVITATION FOR BIDS IS CHANGED TO TUESDAY, MAY 19, 2020 AT 4:00PM EST.**

IMPORTANT NOTICE:

ELECTRONIC SUBMISSIONS WILL BE ACCEPTED BY THE COUNTY

- 1. Firms are strongly encouraged to submit responses to this Invitation for Bids electronically.**
- 2. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions shall be made through the Negometrix platform.**

- B. A PUBLIC OPENING OF ALL RESPONSES TO THIS INVITATION FOR BIDS WILL BE HELD ON WEDNESDAY, MAY 20, 2020.**

1. For a list of all procurement public meeting notices visit the following link:

<http://apps.ocfl.net/OrangeBids/Procurement/default.asp>

C. ACKNOWLEDGEMENT OF ADDENDA

Y20-1034, Exterior Paint Services

1. The firm shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the deadline for responding indicated above.

2. All other terms and conditions of the Invitation for Bids remain the same.

3. Receipt acknowledged by:

Greg Brown
Authorized Signature

5-19-20
Date

owner
Title

Greg Brown Ptg
Name of Firm

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 Harry D Brown Title Owner/Member Telephone Number/Email _____
brown72152@bighthouse.com - 407-421-7446

X 
(Signature)
Owner Member
(Title) Greg Brown Painting Co, LLC
(Name of Business)

5-19-2020
(Date)

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: Florida

Principal Place of Business (Florida Statute Chapter 607): Apopka / Orange / Florida
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: 43-2085928

* *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 agreement between all joint venture parties. This joint venture agreement must 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 an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

**MAY 6, 2020
ORANGE COUNTY, FLORIDA**

**INVITATION FOR BIDS
Y20-1034, EXTERIOR PAINT SERVICES
ADDENDUM NO. 2**

This Addendum is hereby incorporated into the documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

- A. THE DEADLINE FOR RESPONDING TO THIS INVITATION FOR BIDS IS CHANGED TO TUESDAY, MAY 19, 2020 AT 4:00PM EST.**

IMPORTANT NOTICE:

ELECTRONIC SUBMISSIONS WILL BE ACCEPTED BY THE COUNTY

- 1. Firms are strongly encouraged to submit responses to this Invitation for Bids electronically.**
- 2. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions shall be made through the Negometrix platform.**

- B. A PUBLIC OPENING OF ALL RESPONSES TO THIS INVITATION FOR BIDS WILL BE HELD ON WEDNESDAY, MAY 20, 2020.**

1. For a list of all procurement public meeting notices visit the following link:

<http://apps.ocfl.net/OrangeBids/Procurement/default.asp>

C. ACKNOWLEDGEMENT OF ADDENDA

Y20-1034, Exterior Paint Services

1. The firm shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the deadline for responding indicated above.

2. All other terms and conditions of the Invitation for Bids remain the same.

3. Receipt acknowledged by:

Authorized Signature

Date

Title

Name of Firm

APRIL 16, 2020
ORANGE COUNTY, FLORIDA

INVITATION FOR BIDS
Y20-1034, EXTERIOR PAINT SERVICES
ADDENDUM NO. 1

This Addendum is hereby incorporated into the documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

A. NOTICE: THIS SOLICITATION AND ALL ASSOCIATED DOCUMENTATION HAS BEEN MOVED TO A NEW WEBSITE:

1. Please visit the following link to access this Invitation for Bids, opportunities are listed by number and title.

<https://app.negometrix.com/buyer/691>

2. For all future updates please monitor the above website or subscribe to updates within the Negometrix platform.

B. THE DEADLINE FOR RESPONDING TO THIS INVITATION FOR BIDS IS CHANGED TO TUESDAY, MAY 19, 2020 AT 5:00PM EST.

IMPORTANT NOTICE:

ELECTRONIC SUBMISSIONS WILL BE ACCEPTED BY THE COUNTY

1. Firms are strongly encouraged to submit responses to this Invitation for Bids electronically.
2. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions shall be made through the Negometrix platform.

C. A PUBLIC OPENING OF ALL RESPONSES TO THIS INVITATION FOR BIDS WILL BE HELD ON WEDNESDAY, MAY 20, 2020 AT 9:00AM EST.

IMPORTANT NOTICE:

PUBLIC OPENING INFORMATION

1. Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

2. For a list of all procurement public meeting notices visit the following link:
<http://apps.ocfl.net/OrangeBids/Procurement/default.asp>

This is a formal solicitation which will be opened in a public meeting. In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, the bid opening will also be accessible by means of telephonic and video conferencing.

The County will only open bid/proposal responses received prior to the due date and time, and will use the WebEx online meeting platform during the opening. Interested parties may participate using their computer video and computer audio, or by telephone using one of the call-in numbers provided.

**D. ACKNOWLEDGEMENT OF ADDENDA
Y20-1034, Exterior Paint Services**

1. The firm shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the deadline for responding indicated above.
2. All other terms and conditions of the Invitation for Bids remain the same.
3. Receipt acknowledged by:

Authorized Signature

Date

Title

Name of Firm



**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 #Y20-1034, EXTERIOR PAINT SERVICES
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 for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, May 19, 2020**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids shall contain an **original, two (2) hard copies and one (1) electronic copy on a USB Flash Drive**

PRE-BID CONFERENCE:

A **Non-Mandatory Pre-Bid Conference** will be postponed until further notice.

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 William Arce, Contracting Agent at William.arce@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to William.arce@ocfl.net, no later than 5:00 PM **Thursday, April 16, 2020** to the attention of William Arce, Procurement Division, referencing the IFB number.

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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.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. 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. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association 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. The 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. PUBLIC ENTITY CRIME

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

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

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

25. DRUG-FREE WORKPLACE FORM

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

26. SUBCONTRACTING

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

27. CONFLICT OF INTEREST FORM

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

28. 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 contracting 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 contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. 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.

30. 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.

31. 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.

32. 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.

33. PAYMENT TERMS/DISCOUNTS

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

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. **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.

45. **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.

46. 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/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

47. 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.

48. 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.

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, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

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. LICENSES AND PERMITS

- A. Bidders to be considered for contract award under this Invitation for Bids shall be either “registered” or “certified” by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Required licenses shall be in the Bidder’s name as it appears on the Bid Response Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to maintain and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, the Bidder shall provide copies of all applicable licenses.

3. BID ACCEPTANCE PERIOD

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

4. 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

The Award shall be made on an “All-or-None Total Estimated Bid per Lot” basis to the lowest responsive and responsible Bidder. If the Bidder fails to respond, to all line items in a Lot they will be considered non-responsive. Bidders are only eligible to be awarded one (1) lot.

Lot award are as follows:

LOT A - East/Central/Downtown Districts

LOT B – 33rd Street and West District

LOT C – Fire Rescue and other departments

If a bidder is the low responsive, responsible bidder for more than one (1) Lot it will be at the sole discretion of the County, what lot is awarded to the bidder.

6. POST AWARD MEETING

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

7. PERFORMANCE

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

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

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

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

8. FORCE MAJEURE

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 forty-eight (48) hours 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 two (2) calendar days 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. 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.

9. **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.**

10. 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.

11. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

12. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

13. CODES AND REGULATIONS

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

14. PAYMENT

Partial payments for the value of 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 to:

For Lot A and Lot B
Administrative Services Fiscal and Operational Support
Internal Operations Centre II
400 E South Street
Orlando, Florida 32801
Phone (407) 836-0015

For Lot C
Administrative Services Fiscal and Operational Support
Internal Operations Centre II
400 E South Street
Orlando, Florida 32801
Phone (407) 836-0015

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form
5. Painting Inspection & Acceptance Report

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.

15. DEBRIS

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

16. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
- Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

17. **INSURANCE REQUIREMENTS**

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$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 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 Risk Management Division
201 S. Rosalind Avenue
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>

18. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of one (1) year(s). The contract may be renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

19. PRICING

The County requires a firm price for the entire initial one (1) year 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.

20. PRICE ESCALATION/DE-ESCALATION (CPI)

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

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (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 effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

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

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

CPI-U Calculation Example:

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

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

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

21. METHOD OF ORDERING

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

22. ATTACHMENTS

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

A. Painting Inspection & Acceptance Report

23. 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.

24. 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.

25. 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.

26. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

27. BID PREFERENCE

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

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

- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

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

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

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

**SECTION 3
SPECIFICATIONS / SCOPE OF SERVICES**

SPECIFICATIONS / SCOPE OF SERVICES

1. OVERVIEW

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

Hours of Performance

1. Standard Hours: Standard working hours are Monday through Friday, 6:00 AM to 6:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-Standard working hours are Monday through Friday, 6:00 PM to 6:00 AM, weekends, and Orange County holidays.

2. PERSONNEL REQUIREMENTS

- A. The Contractor shall identify a primary contact person with whom the Contract Administrator may consult with regarding contract performance throughout the entire life of the contract. The Contractor shall provide a working phone number and e-mail address for this person. This person shall be reachable at all times during standard business hours. The list must be submitted within ten (10) business days of contract award. The primary contact person shall be available to make decision on behalf of the Contractor including, but not limited to, changes in service and schedule.
- B. All references to “County’s Service Coordinator” or “Service Coordinator” in this Scope of Service shall mean the personnel that is designated by the County to oversee the project on behalf of the County. All reference to “Contractor” herein shall mean the Contractor, sub-contractors, and all persons assigned to work to fulfil services under this contract by the Contractor on behalf of the Contractor.
- C. The Contractor shall provide a list of personnel, by name and title that will perform the scope specified herein. Employee listing shall include employee’s full name, work title, and years of experience. The list must be submitted within ten (10) business days of contract award. Only employees on the list shall be use to perform services under this contract.
- D. At minimum the Contractor shall employee ten (10) painters of which five (5) shall be certified lift operators. A copy of any lift operation certification(s) may be provided for all qualifying employees if available. The list must be submitted within ten (10) business days of contract award. The Contractor must maintain these minimums for the life of the contract and provide notification of any changes to the list and an updated list to the County within 24 hours of any revisions.
- E. The Contractor shall not use employees of any temporary employment agency to supplement contract work and shall not bring anyone to the jobsite who are not employed by the Contractor.

- F. Effective communication with the County staff is required to perform work under this contract. Therefore, Contractor shall ensure supervisors and points of contact are able to read, write, and speak English fluently.
- G. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.
- H. There shall be no smoking of any kind on Orange County property at any time during contract performance.
- I. The Contractor shall ensure that all employees are neatly dressed with a uniform shirt displaying the company name/logo, long pants and close-toe, slip resistant shoes. Employee shall present a government-issued photo ID such as a driver's license for inspection upon the request of the County's Service Coordinator and any County Representative.
- J. All onsite personnel employed by the Contractor shall conduct themselves in a professional, business-like manner. Such personnel shall not, by word of mouth or deed, express themselves in such a manner as would be construed as conduct being obscene, harassing or offensive by a reasonable, sensitive person. Any such conduct shall be cause for removal from the facility.

3. PERFORMANCE REQUIREMENTS

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

Any person found not in compliance will not be allowed on the work site and shall constitute cause for termination of the contract. Any fines levied due to inadequacies or failure to comply with any and all requirements by Contractor's personnel and Sub-contractors shall be the sole responsibility of the Contractor.

- B. The work shall be performed in such a manner to prevent interruption and interference with the proper execution of Orange County business and provide the least inconvenience to building occupants and visitors. Verbal interaction between Contractor's employees and building occupants shall be kept to a minimum.
- C. The County's Service Coordinator will inform the Contractor of any other contractors conducting work at the same job site. The Contractor shall cooperate with and ensure non-interference of any other work being performed at the job site by other contractors.
- D. The County's Contract Administrator shall notify the Procurement Division of unsatisfactory performance. The Contractor shall be required to respond to the Procurement Division with a detailed explanation of the events causing the unsatisfactory performance and provide corrective actions taken or corrective action plan to correct the unsatisfactory performance. The corrective actions shall be according to the contract requirements and satisfaction of the County.

4. SAFETY REQUIREMENTS

- A. The Contractor shall refer to Section 2, Special Terms and Conditions, 17. SAFETY AND PROTECTION OF PROPERTY for general safety requirement.
- B. The Contractor shall immediately report to the County's Service Coordinator the issues which may affect the safety of Orange County personnel or the public.
- C. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon request. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the County's premises.
- D. Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.

5. SECURITY REQUIREMENTS

- A. Background checks for the Contractor's staff (including subcontractor's staff) must be approved by the County prior to working in any County facility. All costs for background investigations shall be Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.
- B. Contractor shall comply with the different security requirements for each County facility, including but not limited to:
 - Orange County Courthouse (OCCH)
 - Orange County Correction Complex
 - Orange County Fire Rescue
- C. Background checks and additional security requirements are addressed and detailed in the Scope of Service, Supplemental Information. The Contractor is responsible for reading, understanding, and the application of all contract terms.

6. TRAVEL TIME AND PARKING

- A. The Contractor shall be responsible for all of its travel and per diem costs to and from the various County facilities. Travel time shall not be included when quoting and/or invoicing for services and will not be compensated by the County under any circumstances.
- B. The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Such costs will not be compensated by the County under any circumstances. It is the Contractor's responsibility to ensure

vehicles are secured. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of Contractor.

7. GENERAL WORK REQUIREMENTS

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to complete the work herein, including but not limited to, painting products, application tools, and worksite clean-up. All cost shall be incorporated in the unit prices on the bid response form.

Man lift rental cost incurred by the Contractor may be reimbursed by the County with prior approval from the authorizing County Representative and appropriate supporting documentation for heights above fifteen feet (15 ft.).

- B. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as a prime, intermediate, or finish coat.
- C. The Contractor shall paint and finish exposed surfaces using the combination of materials listed as specified herein or other materials as needed with prior County approval for a complete and proper application.
- D. The application method for all phases of the project must be approved by the County's Service Coordinator prior to use.
- E. The product manufacturer's instructions shall be adhered to in performance of all work required herein, including but not limited to, painting products and pressure washing chemicals unless otherwise directed by the County's Service Coordinator in writing. This includes but is not limited to product delivery and storage, preparation, application of products and chemicals.
- F. The Contractor may be required to repair or replace drywall sections (to include taping and finishing of seams in preparation for prime and paint). The drywall must match existing wall texturing.
- G. The Contractor shall not make any alterations to any County buildings/ property without prior written approval by the County's Service Coordinator.
- H. The work does not involve lead based paint removal or abatement. It may involve cleaning or preparation of lead based paint surfaces and painting over surfaces that have lead based paint.

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

- I. Occasionally, the Contractor may be required to apply paint, stain or apply transparent coating to wood doors, benches, concrete floors or stairs, metal railings, or other surfaces.
- J. The Contractor shall be responsible for requesting prompt clarification when the Service Coordinator's instructions are lacking, conflicts occur in the specifications and paint manufacturer's literature or the procedure specified is not clearly understood. In the event the Contractor fails to resolve any conflicts that may exist prior to the performance of the work, the Contractor shall handle the discrepancies in a manner prescribed by the County's Service Coordinator.
- K. The work to be performed under this contract may occur during standard or non-standard hours depending on the requirements of the particular building needing contracted services.
- L. The Contractor shall take time-stamped photographs of each phase of the work completed as record of each service performed. These photographs shall be provided to the County Service Coordinator at the end of each project phase and within twenty-four (24) of request.

8. QUOTE REQUEST, DELIVERY ORDERS, AND SCHEDULING

- A. The Contractor shall be responsible for visiting the job site to assess the extent of the job requirements and become familiar with site working conditions before issuing a quote. Depending on the size of project, the Service Coordinator will schedule a mandatory site visit and conduct a joint inspection with the Contractor.
- B. The Service Coordinator and Contractor shall mutually agree on the types and quantities of items required for each project. Should there be a conflict with the estimated quantities provided by the Contractor and County records, the Contractor shall be required to provide additional details to satisfactory account for the difference.
- C. The Contractor shall submit a written quote based upon bid prices per the Bid Response Form herein to the County's Service Coordinator for approval within seventy-two (72) hours of the quote request or as mutually agreed between Contractor and Service Coordinator.
- D. The written quote shall list the following minimum information using the bid schedule:
 - 1. Building name and address
 - 2. Quantities per service per the unit of measure to be painted and/or pressure washed
 - 3. Total cost to complete the project
 - 4. Number of calendar days for completion after the County's notice to proceed.
 - 5. Name of products to be used per the manufacturer's original label, including manufacturer's name (includes primer, sealer, and finish coat)
 - 6. Color selections

- E. The County reserves the right to enter into negotiations with the Contractor whenever it deems that negotiations will be in the best interest of the County. These negotiations may increase or decrease the original scope of work. Upon completion of negotiations, a new estimate shall be prepared by the Contractor and submitted to the County's Service Coordinator for approval.
- F. The County will issue individual Delivery Orders for each project. The Contractor shall not begin work without a County issued Delivery Order for that specific project.
- G. The County will process a change order for any additional changes that may be requested by the County during the course of a project.
- H. Within forty-eight (48) hours of delivery order receipt, Contractor shall supply a written schedule detailing the tentative start and completion date for the County's approval. The Contractor shall also provide information on the crew to be assigned to the project, including the Contractor's Project Manager that will oversee the project and work crew member names from the current employee listing.
- I. The Contractor shall maintain the agreed upon work schedule and project crew until project completion. Any changes to the schedule and crew shall be communicated to the Service Coordinator as soon as the change becomes apparent and prior to becoming effective.
- J. The County reserves the right to make changes to the work schedule depending on building operational requirements and/or other unforeseeable events. These County mandated changes shall not count against the Contractor's time.

9. COLOR SCHEDULES: ESTABLISHMENT OF COLORS

- A. Colors shall be selected from an approved, County-provided color palette unless otherwise specified.
- B. Pigmented prime coats may be tinted to approximate shade of the final coat. Visible contrast is required. The Contractor shall seek clarification from the Service Coordinator on the degree of contrast required for each prime coat per project and prior to application.
- C. The Contractor shall provide the sample colors based on discussion with the County Service Coordinator on color schemes at no additional cost.
- D. The Contractor may be required to apply up to a 5 ft. x 5 ft. section of the selected colors to the building and allow a twenty four (24) to forty-eight (48) hours dry time to ensure proper color development.
- E. The Service Coordinator will make the selection of the color(s) for each job and provide written confirmation to the Contractor.
- F. Upon completion of an individual job, the Contractor shall provide to the Service Coordinator a written list of each color, type, formula, and gloss of the paint used and location where it was used. The Contractor shall provide this information on a site plan when requested by the County.

10. PAIN T PRODUCT SPECIFICATIONS

A. PRODUCTS - PAINT MATERIALS

1. The Contractor shall use only County approved painting manufacturers/products. Contractor shall verify that the manufacturer and product are acceptable to the County prior to use per project. Sherwin Williams is the County's preferred painting product manufacturer. Painting products from other manufacturers of equivalent or better quality may be accepted per project with the County's Service Coordinator's written approval. The Contractor shall be responsible for proving product equivalency.
2. No solvent-based materials are acceptable unless indicated for special purposes (VOC maximum level shall not exceed current state and federal regulations).
3. The painting materials in this Section are based, in general, on the products of paint/sealers from an acceptable supplier's recommendation.
4. Block Filler
 - a. PVC-65% maximum
 - b. Percent solids by volume - 45% minimum, ASTM D 2697 (TESTED)
 - c. Pigment to binder ratio - 3.6 to 1 maximum
 - d. Vehicle-unmodified 100% acrylic resin emulsion (TESTED)
 - e. Resistance to mildew-ASTM G21 rating maximum 1 (TESTED)
5. 100% Acrylic Primer
 - a. Percent solids by volume - 35% minimum, ASTM D 2697 (TESTED)
 - b. Dry adhesion- 4A minimum rating on tin plate, ASTM D 3359 (TESTED)
 - c. Pigment to binder ratio - 1.5 to 1 maximum
 - d. Vehicle-unmodified 100% acrylic resin emulsion (TESTED)
 - e. Resistance to mildew-ASTM G21 rating maximum 1 (TESTED)
 - f. Wet adhesion- 3A minimum rating on tin plate, Battelle Method Test (TESTED)
6. 100% Acrylic Latex Satin Exterior Coating
 - a. Percent solids by volume - 34% minimum, ASTM D 2697 (TESTED)
 - b. Dry adhesion - 4A minimum rating on tin plate, ASTM D 3359 (TESTED)
 - c. Vehicle - unmodified 100% acrylic resin emulsion (TESTED)
 - d. Resistance to mildew - ASTM G21 rating maximum 1 (TESTED)
 - e. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test (TESTED)
 - f. 60 Degree Gloss on tin plate ASTM D523 (15 minimum to 25 maximum (TESTED)
 - g. QUV Exposure-1000 hrs. ASTM G53 (TESTED)

1. Chalk resistance ASTM D659, 7 minimum (TESTED)
 2. Gloss retention - 60% minimum. ASTM D 523 (TESTED)
 - h. Contrast ratio - .96 at 3 mils wet ASTM D 2805 (TESTED)
7. Water Repellent Sealer (Water Based)
 - a. Sealer will be approved contingent upon the following field evaluation being done by the County's Representative.
 - b. Prepare a 3 ft. by 3 ft. area (supervised) with the water repellent applied. The area will be determined by the County's Representative. After allowing five (5) days for the sample to cure, a Rilem or Carsten uptake test on the treated area shall be performed by the Contractor.
 - c. Applied material shall result in a clear finish. No milky or cloudy appearance shall be accepted
 8. 100% Acrylic Semi-Gloss Latex Exterior Coating
 - a. Percent solids by volume - 33% minimum. ASTM D 2697 (TESTED)
 - b. Vehicle - unmodified 100% acrylic resin emulsion
 - c. 60 Degree Gloss on tin plate ASTM D523 (40 minimum to 65 maximum) (TESTED)
 - d. Dry adhesion - 4A minimum rating on tin plate, ASTM D3359
 - e. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test
 - f. Contrast ratio: .96 at 3 mils wet ASTM D2805
 9. Non-Ferrous Metal Primer – 100% Acrylic Primer Sealer (Chalk Bonder)
 - a. Vehicle - Ultra fine particle size resin emulsion
 - b. Percent solids by volume - 25% maximum. ASTM 2697 (TESTED)
 - c. Adhesion over #6 chalk by Test Method A, X Cut, 4A minimum rating, ASTM D3359 (TESTED)
 - d. PVC-25% minimum to 30% maximum
 - e. Pigment to binder ratio - 1.1 to 1 maximum
 10. Water Based Rust Inhibitive Primer
 - a. Acrylic emulsion primer with rust inhibitive properties
 - b. Must resist flash rusting
 - c. Percent solids by volume - 35% minimum. ASTM 2697 (TESTED)
 - d. Corrosion resistance over ferrous metal ASTM G85 ANEX A5 500 hours, rust grade #8 min. as rated per ASTM D610
 11. Two (2) Part Surface Tolerant Rust Inhibitive Primer
 - a. Vehicle - Two component polyamide epoxy mastic type that is chemical and abrasion resistant. Surface tolerant to adhere to surfaces with incomplete surface preparation and some rust remaining.
 - b. Percent solids by volume -72% minimum ASTM D-2679 (tested).
 - c. Adhesion - 5 rating, no failure, ASTM D-3359 method B over rusty steel and aged alkyd coating.
 - d. Pencil hardness - 4H-ASTM D3363 (tested).

- e. Solvent resistance - Methyl ethyl ketone - 75 double rubs with no softening. Color - off white to tan acceptable.
12. High Performance Acrylic Latex Gloss Interior/Exterior Coating
- a. Volume Solids: 33% minimum ASTM D2697 (TESTED)
 - b. Dry Adhesion: 5A minimum rating on tin plate, ASTM D3359 (TESTED)
 - c. Resistance to mildew: Maximum G21 rating Maximum 1 (TESTED)
 - d. Wet Adhesion: 3A minimum rating on tin plate. Battelle Method Test
 - e. Gloss 60 Degree: 65 minimum ASTM D523 (TESTED)
 - f. Scrub ability: 500 scrubs minimum to failure. ASTM 2486 (TESTED)
 - g. Pencil hardness: HB minimum on tin plate ASTM D3363 (TESTED)
 - h. Contrast ratio: .96 @ 3 mils wet. ASTM D2805 (TESTED)
13. Undercoats and thinners:
- a. Use undercoat paint produced by the same manufacturer as the finish coat.
 - b. Use only thinners recommended by the paint manufacturer, and use only to the recommended limits.
 - c. Use undercoat, finish coat, and thinner as parts of a unified system of paint finish.

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

11. PAINING TECHNICAL SPECIFICATIONS

A. SURFACE PREPARATION

1. The Contractor shall examine the areas and conditions under which work will be performed. The Contractor shall ensure that each surface is cleaned and prepared as required for proper adhesion.
2. The Contractor shall correct conditions detrimental to timely and proper completion of the work, to include but not limited to the repair of minor holes, cracks, chips, rips, dings, etc. Should any surface be found unsuitable to produce a proper paint or sealant finish, the Contractor shall notify the County's Service Coordinator in writing and no painting products shall be applied until the unsuitable surfaces have been approved as satisfactory.
3. For proper adhesion, the Contractor shall ensure that all surfaces to be coated are cleaned and free from rust, dirt, mildew, mold, algae, grease, oil, peeling and/or loose paint, powdery chalky residues and any other material or condition that may inhibit bonding and adhesion.

Deterioration shall be removed with a combination of solvent or detergent washing, hand or power tool cleaning, to bring back to an acceptable surface.

Glossy areas of sound previous coating need not be removed but should be mechanically abraded or chemically treated to create a surface profile that increases coating adhesion.

4. The Contractor shall pressure clean exterior surfaces according to the pressure cleaning specification below where needed. Should old coatings begin to peel off, the Contractor shall use additional removal techniques to achieve a solid substrate including higher pressure washing, scraping, and wire brushing or ultimately, wet or dry sand blasting may be needed.
5. On some buildings where elastomeric coatings were previously used, tests shall be made with a scraper to assure proper adhesion. If proper surface preparation underneath the elastomeric coating was not properly done, the elastomeric shall be peeled off with at least 3000 psi and with hand methods as necessary.
6. The Contractor shall verify that all substrate conditions are ready to receive work prior to application of any painting products (primer, finish coats, etc.)
7. The Contractor shall remove or mask electrical plates, nomenclature plates, hardware, trim or fittings prior to preparing surfaces or finishing. The Contractor shall ensure that all items removed are replaced to their original condition or better, prior to completion of the job.
8. Rust Removal
 - a. Rust particles in stucco: For areas of rust run down from small embedded iron particles in stucco, the Contractor shall chip out the spots as best possible to remove the source of the rusting. Any remaining rust stains shall be sealed to prevent it from bleeding through.
 - b. Exposed rusted rebar: For those areas with exposed rusty rebar, the Contractor shall determine if sufficient structural damage has occurred to warrant concrete restoration. If that is the case, this work will be outside the scope of services of this contract, and the paint work shall be stopped until the County can provide for the proper restoration of the spalled, cracked stucco that occurred due to the exposed rusted rebar.

In areas of light rust bleeding through from slightly exposed rebar, the rebar shall be wire brushed thoroughly and spot primed.

- c. Exposed metal surfaces: All exposed metal having rusty areas shall be hand tooled and/or mechanically abraded back to a bright metal finish in accordance with applicable SSPC standards. These areas shall then be treated with Ospho or equivalent rust inhibitor, primed and painted according to material schedule.

9. Caulking Removal and Sealant

- a. The Contractor shall ensure that all construction joints, expansion joints, inside angles or changes of direction, junctions of dissimilar materials (such as wood to stucco, metal to stucco, etc.), through wall penetrations (such as pipes, conduit, anchor bolts, etc.), window, all 90 degree angles on the top-side of all window sills, junction of the metal cap where one piece overlaps another, door, and slab joints are carefully inspected for caulking deterioration, loss of adhesion, cracking, etc. The Contractor shall ensure that failing caulk is removed thoroughly and the area cleaned with an appropriate solvent. **Use of mineral spirits or turpentine is prohibited.**

Once caulk is removed and the void cleaned to a sound substrate, the Contractor shall install an acrylic-latex silicone or polyurethane caulk/sealant.

- b. The Contractor shall ensure that all areas being caulked are prepared as directed on the sealant product data sheets.
- c. The Contractor shall make every effort possible to reduce the “open time” of prepared joints to receive new caulk/sealant to prevent water intrusion.

10. Static Crack Repair

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

11. Dynamic Crack Repair

- a. The Contractor shall ensure that all dynamic cracks (cracks larger than 1/32 in x 1/32 in) are cut with an electric saw to a minimum of 1/4 in x 1/4 in.
- b. The Contractor shall ensure that all dynamic cracks are packed with the appropriate size backer rod or bond breaker tape.
- c. The Contractor shall caulk all dynamic cracks with Elastomeric

Acrylic Urethane Caulk and/or an alkyd based single component urethane caulk and properly tooled to blend.

- d. In some areas, seepage from walls is evident. The Contractor shall clean such seepage, in order to prevent coatings from disbanding. Once surface is cleaned, the Contractor shall rout these areas and use a hydraulic cement mixture to blend with surrounding surfaces. Allow product to cure prior to applying paint products.

12. Exterior Exposed Wood

- a. The Contractor shall carefully inspect painted wood surfaces for evidence of deterioration or surface imperfections. The Contractor shall repair any imperfections (i.e. sandpaper any hard, glossy surface to ensure proper adhesion; fill nail holes, imperfections and cracks with putty; edges, corners and raised grain shall be eased by sanding). The County's Representative shall be notified of any wood replacement needed.
- b. The Contractor shall treat all rusty nail heads, screws and/or bolts with a phosphoric acid based solution, then putty with oil based putty or spot-primed to prevent rust bleed-through.

13. Stucco Repair

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

B. PRIMING & SEALING

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

C. FINISH COATS

1. The Contractor shall use finish coat materials that are compatible with the prime coats actually used. It is the Contractor's responsibility to ensure compatibility of finish coat with prime coats.

Where there are no compatible same manufacturer systems, the Contractor shall submit the requested finish coat manufacturer's data to the Service Coordinator for approval. The Contractor shall not proceed until approval has been provided in writing by the County.

2. Contractor shall ensure all coatings are applied in strict conformance to manufacturer's instructions and guidelines.
3. All finish materials shall be applied in two (2) or more coats as required to ensure a uniform non-transparent appearance. Recoating time shall be as specified by the manufacturer's printed instructions.
4. The Contractor shall apply coatings evenly spread and well rolled or brushed. The finished coats shall be free from noticeable lap marks, brush marks, streaks, runs, sags, wrinkles, pinholes, shiners, etc.

D. APPLICATION METHOD AND WORKSITE REQUIREMENTS

1. The Contractor shall provide and use only painting application tools and equipment approved by the paint manufacturer of the particular paint being used.
2. The Contractor shall avoid surface and inter-coat contamination. In the event surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense.
3. Dry film thickness shall be in accordance with manufacturer's specifications for the product being used and shall be consistent throughout. Dry film thickness shall be checked with a properly calibrated Dry Film Thickness Gauge or by other manufacturer recommended instruments fit for that particular purpose.
4. When painting exterior wall surfaces, the Contractor shall remove a minimum of six (6) inches deep of dirt from the bottom of the wall and paint exposed surface and backfill after the paint has dried.
5. The Contractor shall fully protect structures, shrubbery, equipment, outside carpeting and sprinkler systems against damage or paint over-spray during each stage of the painting project. The Contractor shall ensure paint is never over-sprayed onto surfaces that are not a part of the project such as adjacent vegetation, windows, vehicles, carpet, awnings, parking areas or walkways.
6. The County shall provide water and electricity from existing facilities for use on County projects only. Any modifications necessary of either system to accommodate contract needs shall be the responsibility of the Contractor and requires prior County approval. The Contractor shall restore both systems to original condition upon completion of project.

7. Where, in the course of work, the service requires an outage of utilities, the Contractor shall request authorization from the County's Service Coordinator at least ten (10) working days in advance. The request shall state the anticipated duration of such outage. In the event of an emergency, when prior written approval is not practical or possible, prior approval shall be obtained from the County's Service Coordinator before any shutdown of service is attempted.
8. **Safety for Overhead Work:** The Contractor's employees shall close off area(s) with cones or barricades and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers. Signs shall indicate that men are working above. All equipment or apparatus on the ground level shall also be marked off with cones, barricades (as needed) and signs warning pedestrian traffic. Contractor shall provide safety cones, barricades, and signs.
9. The Contractor shall ensure that normal safety signs, necessary lighting and temporary fencing around work areas are installed and maintained in accordance with OSHA requirements while the work is in progress. All equipment and materials shall be secured in accordance with OSHA regulations when not in use.

E. ENVIRONMENTAL CONDITIONS

1. The Contractor shall take weather conditions into consideration when planning any work under this contract. The Contractor shall not attempt to perform work affected by weather unless conditions are permissible. It shall be the Contractor's responsibility to verify weather conditions are permissible.
2. The Contractor shall paint only in dry weather when temperature is 50 degrees Fahrenheit or higher. The Contractor shall stop exterior work early enough to permit paint film to set up before condensation caused by night temperature drops occur.
3. The Contractor shall not begin painting until surfaces are moisture free.
4. The Contractor shall not varnish or enamel in direct sunlight.

F. MAINTENANCE

1. **Touch-up Paint:** The Contractor shall provide the County with a minimum of one (1) un-open gallon of paint for each color of finish coat for touch-up purposes that the County may need to accomplish.
2. **Warranty:** The Contractor shall guarantee all work against defective workmanship and materials for a minimum period of five (5) years. In areas where the paint shows evidence of premature failure, the paint shall be removed by suitable means and the entire coating system reapplied at the Contractor's expense.

12. PRESSURE WASHING

- A. The Contractor shall submit a plan for approval to the County's Representative that identifies the maximum water pressure to be used during the pressure washing process. The recommended pressures shall completely account for the specific construction materials and techniques present in each building.
- B. During pressure-washing operations, no additives shall be used that are known to be harmful to humans, plants or other forms of wildlife. Use of any additive requires the written permission of the County's Service Coordinator along with submission of Safety Data Sheets (SDS) for each additive. The Contractor shall not conduct cleaning, hosing, or pressure- washing operations that are disruptive to building operations, occupants or visitors.
- C. The Contractor shall utilize a commercially available heavy-duty biodegradable cleaner/detergent designed for cleaning masonry, wood and metal surfaces in conjunction with the pressure wash. As necessary, the Contractor shall utilize a stiff bristle (non-metal) to help remove moss, mildew and grime. After cleaning with detergent or other chemicals, the Contractor shall thoroughly rinse surfaces with clean water. The Contractor shall also rinse other surfaces (except ground) to clear any debris removed from the building or associated hardscape.
- D. The Contractor shall pressure wash with a cold water pressure spray (3500 psi maximum, dependent upon the building exterior surface or hardscape to be cleaned). The Contractor shall not use the pressure washer in a manner that may damage the brick or mortar, wood, metal, or eave/fascia surfaces. The Contractor shall use a wide flange tip for building services. Pointed tips are not allowed. The Contractor shall keep the tip a minimum of twelve (12) inches away from the surface of the wall or building system and direct the spray at a 45-degree angle onto the wall. The Contractor shall use care to ensure that the pressure washing does not result in dark lines.

If proper mildew removal or cleaning is not being achieved, the Contractor may request approval from the County's Service Coordinator to use an alternate cleaning agent.

- E. The Contractor shall protect exterior junction boxes, fire horns, and speakers from cleaning material when pressure washing. Cover speakers, boxes, and horns with plastic bags. The Contractor shall not pressure wash within a four (4) foot radius of horns, boxes and speakers.
- F. The Contractor shall take weather conditions into consideration when planning to pressure wash. The Contractor shall not attempt to pressure wash unless several days of dry weather will follow. It shall be the Contractor's responsibility to verify weather conditions. The County may grant exceptions by providing written consent to the Contractor.

13. DELIVERY, STORAGE, AND HANDLING OF MATERIALS

- A. All products to be used in performance of work under this contract shall be delivered to the jobsite in the manufacturer's original, sealed factory containers and shall bear proper factory labeling including batch number and color number. All containers shall have manufacturer's instructions as part of the labeling requirement.
- B. The Contractor shall store and protect material containers from harmful weather conditions as recommended by the manufacturer and prevent damage to the material during work performance, transportation, and storage.
- C. The Contractor shall provide the County a copy of Safety Data Sheets (SDS) for each product to be used prior to the start of each project.
- D. The Contractor shall maintain a copy of the SDS at the work site. The Contractor's assigned Project Manager shall promptly supply this information at the request of the County.
- E. The Contractor shall assume full responsibility for protection and safekeeping of products stored onsite under this Contract. All agreements for utilizing areas for staging and storage must be in writing and agreed upon by the Service Coordinator. The Contractor shall keep such areas clean, and the Contractor shall be liable for damages to surrounding areas.
- F. The Contractor shall confine his apparatus, materials storage and operations of his workers to areas indicated by the Service Coordinator.
- G. The Contractor shall ensure that flammable material and/or fire hazard waste are stored, handled, and used in an approved manner. The Contractor shall remove these material from the County site daily.

14. WORKSITE CLEAN-UP

- 1. The Contractor shall provide prompt clean-up during work to prevent drying of spills, splash, and splatters on walls, floors, windows, and other surfaces. Jobsite cleanup shall be a daily activity performed by the Contractor.
- 2. The Contractor shall ensure that no paint residue (dust, chips, etc.) are visible. All paint residue shall be collected manually or by mechanical means, such as wet wiped, sweeping with a broom and dustpan, or use of an HEPA vacuum.
- 3. All buildings and grounds shall be left in the same state of cleanliness as was found before job commencement. The Contractor shall properly remove or dispose of all materials and equipment used on the job site upon project completion.
- 4. Under no circumstances shall the Contractor empty paint, combustible or hazardous material in County dumpsters at work locations, nor rinse any equipment in storm drains or plumbing systems of the building. The Contractor shall supply dumpsters and all materials, equipment, or other facilities necessary for clean-up at no additional cost to the County.

15. DAMAGES

1. The Contractor shall be solely responsible for any damages to building surface, structure, and surrounding structures such walkways, sidewalks, and fences caused by the Contractor's employees and/or subcontractors. This includes but are not limited to damages caused by over-spraying, cleaning solutions, and equipment machines rented by the Contractor during the performance of duty.
2. The Contractor shall notify the County's Service Coordinator if any vehicles or machinery needs to be removed from designated painting area. Any over-spray and spillage shall result in repair or replacement at Contractor's expense.
3. The Contractor shall document any pre-existing damages by taking photographs of the work area and adjacent area and providing this documentation to the County's Service Coordinator for verification prior to starting work. Photographs shall include any pre-existing damages to any part of the exterior building envelope, including but not limited to, window systems (glass mullions caulking or water proofing), walls and doors, lighting system and bird deterrent systems.
4. Contractor shall be responsible for any damages within or adjacent to work areas that are identified by the County's Service Coordinator as non-pre-existing during performance of work or after completion.

16. INSPECTIONS AND ACCEPTANCE OF WORK

- A. The Contractor shall perform work on a sample area showing each phase of work for the County's Service Coordinator inspection and approval. Upon approval, this will serve as the performance standard for the remainder of each phase.
- B. The Contractor shall notify the Service Coordinator when each phase of the project is complete so that an inspection can be performed, however, the Service Coordinator reserves the right to perform inspections at any time during the project performance. Such inspections should not cause a delay in the work to the Contractor.
- C. The purpose of the phase inspections shall be for the verification of each phase of the work. The Contractor shall take time-stamped photographs of each phase of work completed. The Contractor shall be solely responsible for the project's quality control and for ensuring the final project meets the County's requirements and standards. The following inspection phases shall be verified by the Service Coordinator using **Attachment A, Painting Inspection & Acceptance Report** prior to the Contractor advancing to the next phase.

Inspection phases:

- 1) Completion of pressure washing (if required)
- 2) Completion of surface preparation, including caulking, scraping, sanding, sealing, and patching.
- 3) Sandblasting
- 4) Priming and sealing (prime coat requires some contrast)
- 5) Application of 1st coat of finish
- 6) Application of 2nd coat of finish

- D. The Contractor's Project Manager shall keep the **Painting Inspection & Acceptance Report** at the worksite while working and present it to the County's Service Coordinator at each inspection phase for signature. The County's Service Coordinator will sign off as acknowledgement of each phase completion. By no means shall this acknowledgement be interpreted by the Contractor as project acceptance. Project acceptance shall only occur when the project is 100% complete and all deficiencies are cured.
- E. At the sole discretion of the County, the County reserves the right to conduct remote inspections via photo verification in place of the on-site inspection of any phase of the project. Upon the request of the Service Coordinator, the Contractor shall provide photographs via e-mail. The Contractor shall state the phase of the project that is being documented and provide a narrative to support the photographs provided. The Service Coordinator will provide written confirmation of satisfactory phase verification and sign the Painting Inspection & Acceptance Report prior to the final inspection and project acceptance.
- F. The Service Coordinator reserves the right to request changes or modification to any phase of the project based upon in-progress and phase inspection findings.
- G. If any phase of the work is not verified by the County prior to advancing to the next phase, the Service Coordinator may require the Contractor to remove applied product(s) and/or recoat at the Contractor's expense.
- H. The Contractor shall ensure that the project is 100% complete before requesting a final inspection. This is to include the completion of jobsite clean-up. Upon written notice from the Contractor, the Service Coordinator and Contractor's Project Manager shall perform a joint walk-through of worksite within two (2) business days or at a mutually agreed upon scheduled date and time. The Service Coordinator will provide a written punch list of deficiencies to the Contractor, if deficiencies are found. The Contractor shall correct all deficiencies within three (3) working days of receipt of the punch list. If a re-inspection is required, the County may assess re-inspection damages in the amount of \$50.00. The \$50.00 shall be assessed for every re-inspection after the first inspection to offset the additional costs to the County such as labor and resources required for additional inspections.
- I. After the Contractor has corrected all deficiencies to the satisfaction of the Service Coordinator, the Service Coordinator will sign the Painting Inspection & Acceptance Report. The Contractor shall submit a final invoice for services provided within thirty (30) calendar days of acceptance. Re-inspection damages incurred by the Contractor shall be applied to the final invoice for that Delivery Order. The completed Painting Inspection & Acceptance Report must accompany the Contractor's invoice and shall be mandatory for payment by the County.

17. BID RESPONSE FORM – LINE ITEM DESCRIPTIONS

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the specifications defined in this solicitation for the amounts, timeframe, quantities, and heights as specified in this Bid Response Form,

inclusive of overhead, profit and any other costs. All costs shall be built in the unit prices on the bid response form as shown below, including but limited to, labor, materials, wastage, equipment and tools, consumable supplies.

Item #	Description	Extended Description	Unit of Measure
1	Pressure Washing up to 3500 psi - All heights	This shall include masonry block walls, wood, metal beams and panels, concrete floors, and other related surfaces. Price shall be per square foot, inclusive of any detergents or chemicals needed to assure the surface are free of any dirt, grease, mold or mildew. Detergents/Chemicals will be approved by County prior to use.	SQFT
2	Sandblasting - All heights	This shall include masonry block walls, wood, metal beams, panels, roofs, concrete, walkway covers, stucco and other related surfaces.	SQFT
3	Surface Preparation - up to 15 feet from ground	Preparation for painting surfaces from the ground up to a maximum of 15 feet high. This shall include scraping, sanding, covering all windows, boxes, hardware, floors, plants, wire brushing, applying elastomeric patching, filling small quarter size holes in drywall, walls, masonry blocks, wood, applying caulking to windows, trim, fascia and hair line cracks (up to one inch). Spot prime wood, metal, drywall, stucco, concrete block, etc.	SQFT
4	Primer coat - up to 15 feet from ground	Primer painting of surfaces from the ground up to a maximum of 15 feet high. This shall include all primers as stated according to this contract. Latex, surface conditioners, block fillers, sealers, elastomeric. The application method shall be: roller, brush, or spray.	SQFT
5	Finish coats - up to 15 feet from ground	Finish coast painting of surfaces from the ground up to a maximum of 15 feet high. This shall include all finishes as stated and applied according to this contract: latex base, lacquers, and polyurethanes. The application method shall be: roller, brush, or spray (Number of required coats: 2)	SQFT
6	Surface Preparation - Above 15 feet from ground (Standard Hours)	Preparation for painting surfaces from the ground up to heights over 15 feet. This shall include scraping, sanding, covering all windows, boxes, hardware, floors, plants, wire brushing, applying elastomeric patching, filling small quarter size holes in drywall, walls, masonry blocks, wood, applying caulking to windows, trim, fascia and hair line cracks (up to one inch). Spot prime wood, metal, drywall, stucco, concrete block, etc.	SQFT
7	Primer coat - Above 15 feet from ground (Standard Hours)	Primer painting of surfaces from the ground up to heights over 15 feet. This shall include latex, surface conditioners, block fillers, and sealers. The application method shall be roller, brush, or spray. Requires one (1) coat.	SQFT

8	Finish coats - Above 15 feet from ground	Finish coat painting of surfaces from the ground up to heights over 15 feet. -This shall include latex base and lacquers. The application method shall be roller, brush, or spray. Requires two (2) coats minimum.	SQFT
9	Multi-tone Separator	Includes material and labor for separating of multiple color sections of surfaces to be painted and accent walls.	LFT
10	Trim Work - Up to 6 inches Width	Price per Linear Foot including all preparations & finishes. This shall include soffit, decorative moldings, etc. Requires two (2) coats minimum.	LFT
11	Window Frames – Up to 6 inches Width	This shall include all preparations & finishes. This shall include frame, transom, mullion, sash, jamb, sill, stile and rails.	LFT
12	Regular Metal & Wood Doors (Up to 48 in X 96 in)	Price per door including all preparations & finishes (shall be for one (1) side of door). Requires two (2) coats minimum.	Each
13	Regular Metal & Wood Frames (Up to 48 in X 96 in)	Price per frame including all preparations & finishes (shall be for one (1) side of frame only). Requires two (2) coats minimum.	Each
14	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors	Price per door including all preparations & finishes (shall be for one (1) side of door). Requires two (2) coats minimum.	Each
15	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames	Price per frame including all preparations & finishes (shall be for one (1) side of frame only), Requires two (2) coats minimum.	Each
16	Railings and associated support systems	Includes Preparation, Primer, and Finish Coats. Includes preparation such as scraping, sanding, covering all windows, boxes, hardware, floors, plants, OSPHO on metal, wire brushing, mechanical brazing, spot prime metal, bush and tree trimming . Includes all primers as stated according to this contract. Includes all finishes as stated and applied according to this contract. (Number of required finish coats: 2)	LFT
17	Metal Surfaces - All heights	Includes Preparation, Primer Coats, and Finish Coats. Includes preparation such as scraping, sanding, covering all windows, boxes, hardware, floors, plants, OSPHO on metal, wire brushing, mechanical brazing, spot prime metal, bush and tree trimming. Includes all primers as stated according to this contract. Includes all finishes as stated and applied according to this contract.	SQFT

18	Metal Stairs including stringer and associated side supports	Includes Preparation, Primer, and Finish Coats. Includes preparation such as scraping, sanding, covering all windows, boxes, hardware, floors, plants, OSPHO on metal, wire brushing, mechanical brazing, spot prime metal, bush and tree trimming . Includes all primers as stated according to this contract. Includes all finishes as stated and applied according to this contract. (Number of required finish coats: 2)	SQFT
19	Metal Pipes	Includes Preparation, Primer, and Finish Coats. Includes preparation such as scraping, sanding, covering all windows, boxes, hardware, floors, plants, OSPHO on metal, wire brushing, mechanical brazing, spot prime metal, bush and tree trimming . Includes all primers as stated according to this contract. Includes all finishes as stated and applied according to this contract. (Number of required finish coats: 2)	LFT
20	Concrete Floors	Latex (epoxy not included): Preparation, Prime, Finish Coats. Includes preparing surface, grinding, and applying finish coats (per manufacturer's guidelines)	SQFT

NOTE: The description for lines items 21-40 are repetition of lines 1-20

Lines 1 – 20, Work During Standard Working Hours

Lines 21 - 40, Work During Non-Standard Working Hours

18. INVOICING REQUIREMENTS

A. Within thirty (30) days of project completion and acceptance of service, all associated cost shall be invoiced by the Contractor and mailed to the appropriate Fiscal Department as listed on the Delivery Order. The Contractor shall reference the contract number and the Delivery Order number on all invoices.

At minimum, an invoice shall contain the following information:

- Delivery Order number;
- Date of project start and completion;
- Itemized list of services rendered per bid proposal form inclusive of quantities and unit prices.
- Service location
- Confirmation of color(s) used: Including manufacturer’s name and item
- Painting Inspection & Acceptance form (Attachment A) with County’s Service Coordinator signature
- Equipment rental charges with valid back-up documentation attached

B. The County shall review invoices for required information. The County shall have the authority to reject invoice based on improper invoice format.

- C. Contractor shall not invoice the County for any services not accepted or authorized by the County. Should the County receive such invoices, they shall be rejected.
- D. The Contractor shall submit monthly statements of unpaid invoices to each department ordering services under this contract. The Contractor shall not combine statements for different departments utilizing this contract.
At minimum, the statement shall contain the following information:

- Statement date
- Invoice numbers
- Invoice dates
- Invoice total or unpaid balance if different from invoice total
- Delivery Order number corresponding to each invoice listed
- Balance carry forward
- Cumulative outstanding balance

Statements should be sent to the corresponding ordering department, fiscal department, and contract administrator by the 15th of each month for service performed in the prior month and as requested by the County.

**SCOPE OF SERVICES
SUPPLEMENTAL INFORMATION**

1. SECURITY AND IDENTIFICATION

- A. All costs for background investigations including state and national finger-printing-based record checks shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor and/or subcontractor.
- B. The Contractor shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense, including any security clearance required by the Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit them to County for determining whether the employee is allowed to work for in a particular facility.

Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

1. For all Contractor's staff that will be working at the Courthouse Complex or Courthouse related facilities, including the Juvenile Justice Center, - request forms from the Facilities Management Downtown District via e-mail from Lisa.Brown@ocfl.net.
2. For all Contractor's staff that will be working at the Sheriff's Central Complex or any other Sheriff related facility - request forms from the Facilities Management Special Services District via e-mail from Bruce.Heffelbower@ocfl.net
3. For all Contractor's staff that will be working at Corrections or a Correction related facilities - request forms via e-mail from MichaelJeffrey.Adkins@ocfl.net.
4. For all Contractor's staff that will be working at other Orange County facilities – a Criminal History Check, conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the contractor), is required. Contact Bruce.Heffelbower@ocfl.net for specifics before completing the check.

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

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

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

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

- J. The Contractor shall ensure all employees prominently always wear the ID badges (if required by Division Manager) on the front of his or her uniform while on County premises. All employees shall have a valid picture ID at all times while performing work under this contract and shall present such ID for inspection upon the request of any County Representative.
- K. Access to a site must be coordinated through the County's Representative.
- L. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo ID badge will be inventoried by the Facilities Management Division Contract Administrator. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$25.00 fee per each missing ID badge. However, the County may charge and collect this fee at any time during the contract.

SPECIAL CONDITIONS FOR WORKING AT THE CORRECTIONS COMPLEX

The following are specific conditions and rules that must be followed while providing services at the Corrections Complex.

- A. All Contractor employees shall carry a valid ID at all times.
- B. The Contractor shall provide a list of all employees that will be working inside any jail. A full criminal history shall be run on each employee by the Corrections Department. No employee of the Contractor or subcontractor will be allowed to work inside any jail if they are on active probation, home confinement, parole and/or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs or theft. The Contractor employee listing shall include:
 - i. Employee's Full name
 - ii. Employee's date of birth
 - iii. Employee's Race/Sex
 - iv. Employee's Social Security Number
 - v. Employee's Driver's License number
- C. Only authorized employees of the Contractor shall be allowed to work at Corrections. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY JAIL PROJECT.
- D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while on the Corrections compound. This ID will be issued to each Contractor employee at the North perimeter building and will only be given upon surrendering of a valid personal ID.
- E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
- G. The Contractor's employees shall always follow direction of the escort officer.

- H. The Contractor's employees shall not bring tobacco or tobacco products inside any jail or on top of any roof or within any jail fence line.
- I. The Contractor's employees shall not bring or wear hats or sunglasses inside any facility.
- J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.
- K. Contractor vehicles shall always have the windows rolled up and be locked and parked in only pre-authorized areas.
- L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- M. All Contractor tools will be inventoried going into and out of a facility. Contractor shall ensure that employees take in only what is needed to perform the services.
- N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for.
- O. No illegal drugs or drug paraphernalia are allowed in the compound.
- P. No weapons, guns or ammunition are allowed in the compound.
- Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- R. The Contractor shall only use storage areas approved at the beginning of the project, unless otherwise permitted during a project by Corrections.
- S. The Contractor shall not leave clothing unattended, including hats and sunglasses.

2. ORANGE COUNTY HOLIDAYS

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

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

In addition to Orange County Holidays, the Ninth Judicial Circuit Court and the Clerk of Court also observe the following:

1. Good Friday
2. Rosh Hashanah
3. Yom Kippur
4. Veterans Day

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 William.arce@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: **William Arce**
IFB NUMBER: **Y 20-1034-WA**
TITLE: **Exterior Paint Services**

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**

Postponed until further notice.

BID PACKAGE REQUIREMENTS:

- Submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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. It is recommended to use the list below as a checklist for your bid submittal:

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

Bidder shall complete the attached Reference Documentation Form. References shall be for exterior painting services **substantially similar in scope and magnitude** within the last five years that were satisfactorily completed and shall validate the following capabilities and experience:

1. The bidder shall demonstrate successful completion of multiple concurrent projects over multiple geographic locations. Size of each paint project shall be at minimum 10,000 SF.
2. At least one reference shall be for a single building exterior painting project of a minimum of 50, 000 SF.
3. At least one reference shall be for an ongoing painting service contract for a minimum of two consecutive years. If a contract was not awarded, the bidder shall provide a reference with a minimum of three (3) commercial painting projects within a twelve-month period. Individual residential units do not qualify.

[] **2. 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)**

- [] 3. Submit proof, in the form of a business tax receipt that the bidder is legally able to perform work in Orange County.
- [] 4. Submit proof that the Bidder has been in business for a minimum of five (5) consecutive years providing exterior painting services. Acceptable proof includes, but not limited to, copy of incorporation, business tax receipts dating five (5) consecutive years or Sunbiz.org record.
(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
(Required if Applicable)
- [] 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. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)
- [] 18. Contract Y20-1034, 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 #Y20-1034**

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. All costs shall be built in the unit prices on the bid response from as shown below. All cost to perform operation and maintenance services under this contract shall be included in bid item pricing for each site.

LOT A – DOWNTOWN, CENTRAL, AND EAST DISTRICT

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
1	Pressure Washing up to 3500 psi - All heights (Standard hours)	SQFT	150,000.00	\$ _____	\$ _____
2	Sandblasting - All heights (Standard hours)	SQFT	3,500.00	\$ _____	\$ _____
3	Surface Preparation - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
4	Primer coat - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
5	Finish coats - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
6	Surface Preparation - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
7	Primer coat - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
8	Finish coats - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
9	Multi-tone Separator (Standard hours)	LFT	1,000.00	\$ _____	\$ _____
10	Trim Work - Up to 6 inches Width (Standard hours)	LFT	4,000.00	\$ _____	\$ _____

Company Name _____

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
11	Window Frames – Up to 6 inches Width (Standard hours)	LFT	250.00	\$ _____	\$ _____
12	Regular Metal & Wood Doors (Up to 48 in X 96 in) (Standard hours)	Each	75.00	\$ _____	\$ _____
13	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Standard hours)	Each	25.00	\$ _____	\$ _____
14	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Standard hours)	Each	15.00	\$ _____	\$ _____
15	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Standard hours)	Each	15.00	\$ _____	\$ _____
16	Railings and associated support systems (Standard hours)	LFT	2,500.00	\$ _____	\$ _____
17	Metal Surfaces - All heights (Standard hours)	SQFT	5,000.00	\$ _____	\$ _____
18	Metal Stairs including stringer and associated side supports (Standard hours)	SQFT	1,000.00	\$ _____	\$ _____
19	Metal Pipes (Standard hours)	LFT	250.00	\$ _____	\$ _____
20	Concrete Floors: (Standard hours)	SQFT	1,000.00	\$ _____	\$ _____
21	Pressure Washing up to 3500 psi - All surfaces & heights (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
22	Sandblasting - All heights (Non-Standard Hours)	SQFT	1,500.00	\$ _____	\$ _____
23	Surface Preparation - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
24	Primer coat - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
25	Finish coats - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
26	Surface Preparation - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
27	Primer coat - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____

Company Name _____

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
28	Finish coats - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
29	Multi-tone Separator (Non-Standard Hours)	LFT	100.00	\$ _____	\$ _____
30	Trim Work - Up to 6 inches Width (Non-Standard Hours)	LFT	2,500.00	\$ _____	\$ _____
31	Window Frames – Up to 6 inches Width (Non-Standard Hours)	LFT	50.00	\$ _____	\$ _____
32	Regular Metal & Wood Doors (Up to 48in X 96in) (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
33	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
34	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
35	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
36	Railings and associated support systems (Non-Standard Hours)	LFT	500.00	\$ _____	\$ _____
37	Metal Surfaces - All heights (Non-Standard Hours)	SQFT	2,500.00	\$ _____	\$ _____
38	Metal Stairs including stringer and associated side supports (Non-Standard Hours)	SQFT	250.00	\$ _____	\$ _____
39	Metal Pipes (Non-Standard Hours)	LFT	100.00	\$ _____	\$ _____
40	Concrete Floors (Non-Standard Hours)	SQFT	500.00	\$ _____	\$ _____
41	Equipment Rental - Reimbursement at Cost	AT COST			\$ 25,000.00
TOTAL ANNUAL BID Lot A				\$ _____	

Company Name _____

**BID RESPONSE FORM
IFB #Y20 -1034**

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. All costs shall be built in the unit prices on the bid response from as shown below. All cost to perform operation and maintenance services under this contract shall be included in bid item pricing for each site.

LOT B – 33RD ST AND WEST DISTRICT

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
1	Pressure Washing up to 3500 psi - All heights (Standard hours)	SQFT	150,000.00	\$ _____	\$ _____
2	Sandblasting - All heights (Standard hours)	SQFT	3,500.00	\$ _____	\$ _____
3	Surface Preparation - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
4	Primer coat - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
5	Finish coats - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
6	Surface Preparation - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
7	Primer coat - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
8	Finish coats - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
9	Multi-tone Separator (Standard hours)	LFT	1,000.00	\$ _____	\$ _____
10	Trim Work - Up to 6 inches Width (Standard hours)	LFT	4,000.00	\$ _____	\$ _____

Company Name _____

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
11	Window Frames – Up to 6 inches Width (Standard hours)	LFT	250.00	\$ _____	\$ _____
12	Regular Metal & Wood Doors (Up to 48 in X 96 in) (Standard hours)	Each	75.00	\$ _____	\$ _____
13	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Standard hours)	Each	25.00	\$ _____	\$ _____
14	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Standard hours)	Each	15.00	\$ _____	\$ _____
15	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Standard hours)	Each	15.00	\$ _____	\$ _____
16	Railings and associated support systems (Standard hours)	LFT	2,500.00	\$ _____	\$ _____
17	Metal Surfaces - All heights (Standard hours)	SQFT	5,000.00	\$ _____	\$ _____
18	Metal Stairs including stringer and associated side supports (Standard hours)	SQFT	1,000.00	\$ _____	\$ _____
19	Metal Pipes (Standard hours)	LFT	250.00	\$ _____	\$ _____
20	Concrete Floors: (Standard hours)	SQFT	1,000.00	\$ _____	\$ _____
21	Pressure Washing up to 3500 psi - All surfaces & heights (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
22	Sandblasting - All heights (Non-Standard Hours)	SQFT	1,500.00	\$ _____	\$ _____
23	Surface Preparation - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
24	Primer coat - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
25	Finish coats - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
26	Surface Preparation - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
27	Primer coat - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____

Company Name _____

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
28	Finish coats - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
29	Multi-tone Separator (Non-Standard Hours)	LFT	100.00	\$ _____	\$ _____
30	Trim Work - Up to 6 inches Width (Non-Standard Hours)	LFT	2,500.00	\$ _____	\$ _____
31	Window Frames – Up to 6 inches Width (Non-Standard Hours)	LFT	50.00	\$ _____	\$ _____
32	Regular Metal & Wood Doors (Up to 48in X 96in) (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
33	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
34	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
35	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
36	Railings and associated support systems (Non-Standard Hours)	LFT	500.00	\$ _____	\$ _____
37	Metal Surfaces - All heights (Non-Standard Hours)	SQFT	2,500.00	\$ _____	\$ _____
38	Metal Stairs including stringer and associated side supports (Non-Standard Hours)	SQFT	250.00	\$ _____	\$ _____
39	Metal Pipes (Non-Standard Hours)	LFT	100.00	\$ _____	\$ _____
40	Concrete Floors (Non-Standard Hours)	SQFT	500.00	\$ _____	\$ _____
41	Equipment Rental - Reimbursement at Cost	AT COST			\$ 25,000.00
TOTAL ANNUAL BID Lot B				\$ _____	

Company Name _____

**BID RESPONSE FORM
IFB #Y20 -1034**

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. All costs shall be built in the unit prices on the bid response from as shown below. All cost to perform operation and maintenance services under this contract shall be included in bid item pricing for each site.

LOT C – FIRE RESCUE AND OTHER COUNTY SITES

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
1	Pressure Washing up to 3500 psi - All heights (Standard hours)	SQFT	150,000.00	\$ _____	\$ _____
2	Sandblasting - All heights (Standard hours)	SQFT	3,500.00	\$ _____	\$ _____
3	Surface Preparation - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
4	Primer coat - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
5	Finish coats - up to 15 feet from ground (Standard hours)	SQFT	125,000.00	\$ _____	\$ _____
6	Surface Preparation - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
7	Primer coat - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
8	Finish coats - Above 15 feet from ground (Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
9	Multi-tone Separator (Standard hours)	LFT	1,000.00	\$ _____	\$ _____
10	Trim Work - Up to 6 inches Width (Standard hours)	LFT	4,000.00	\$ _____	\$ _____

Company Name _____

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
11	Window Frames – Up to 6 inches Width (Standard hours)	LFT	250.00	\$ _____	\$ _____
12	Regular Metal & Wood Doors (Up to 48 in X 96 in) (Standard hours)	Each	75.00	\$ _____	\$ _____
13	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Standard hours)	Each	25.00	\$ _____	\$ _____
14	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Standard hours)	Each	15.00	\$ _____	\$ _____
15	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Standard hours)	Each	15.00	\$ _____	\$ _____
16	Railings and associated support systems (Standard hours)	LFT	2,500.00	\$ _____	\$ _____
17	Metal Surfaces - All heights (Standard hours)	SQFT	5,000.00	\$ _____	\$ _____
18	Metal Stairs including stringer and associated side supports (Standard hours)	SQFT	1,000.00	\$ _____	\$ _____
19	Metal Pipes (Standard hours)	LFT	250.00	\$ _____	\$ _____
20	Concrete Floors: (Standard hours)	SQFT	1,000.00	\$ _____	\$ _____
21	Pressure Washing up to 3500 psi - All surfaces & heights (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
22	Sandblasting - All heights (Non-Standard Hours)	SQFT	1,500.00	\$ _____	\$ _____
23	Surface Preparation - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
24	Primer coat - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
25	Finish coats - up to 15 feet from ground (Non-Standard Hours)	SQFT	50,000.00	\$ _____	\$ _____
26	Surface Preparation - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
27	Primer coat - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____

Company Name _____

Item #	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Estimated Annual Total Bid
28	Finish coats - Above 15 feet from ground (Non-Standard Hours)	SQFT	10,000.00	\$ _____	\$ _____
29	Multi-tone Separator (Non-Standard Hours)	LFT	100.00	\$ _____	\$ _____
30	Trim Work - Up to 6 inches Width (Non-Standard Hours)	LFT	2,500.00	\$ _____	\$ _____
31	Window Frames – Up to 6 inches Width (Non-Standard Hours)	LFT	50.00	\$ _____	\$ _____
32	Regular Metal & Wood Doors (Up to 48in X 96in) (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
33	Regular Metal & Wood Frames (Up to 48 in X 96 in) (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
34	Oversize Metal & Wood Doors (Up to 48 in X 96 in) Including Bay Rollup Doors (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
35	Oversize Metal & Wood Frames (Over 48 in X 96 in) Including Bay Rollup Door Frames (Non-Standard Hours)	Each	25.00	\$ _____	\$ _____
36	Railings and associated support systems (Non-Standard Hours)	LFT	500.00	\$ _____	\$ _____
37	Metal Surfaces - All heights (Non-Standard Hours)	SQFT	2,500.00	\$ _____	\$ _____
38	Metal Stairs including stringer and associated side supports (Non-Standard Hours)	SQFT	250.00	\$ _____	\$ _____
39	Metal Pipes (Non-Standard Hours)	LFT	100.00	\$ _____	\$ _____
40	Concrete Floors (Non-Standard Hours)	SQFT	500.00	\$ _____	\$ _____
41	Equipment Rental - Reimbursement at Cost	AT COST			\$ 25,000.00
TOTAL ANNUAL BID Lot C				\$ _____	

Company Name _____

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

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

Inquiries regarding this Invitation for Bids may be directed to William Arce, Contracting Agent, at William.arce@ocfl.net

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
------	-------	------------------------

<hr/> (Signature)	<hr/> (Date)
----------------------	-----------------

(Title)

(Name of Business)

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

Type of Organization

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Non-Profit
<input type="checkbox"/> Joint Venture*	<input type="checkbox"/> 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 agreement between all joint venture parties. This joint venture agreement must 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 an attached written copy of the 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. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address:

3. Company Name:

Owner's Name:

Description of goods or services provided:

Contract Amount:

Start and End Date of
Contract:

Contact Person:

Address:

Telephone Number:

Email Address:

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y20-1034-WA

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y20-1034-WA

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.Y20-1034-WA, Exterior Painting Services**, 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 FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

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

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

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

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

Part II

Expenditures:

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

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

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

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

Part III

Original signature and notarization required

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

_____ Date

_____ Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced: _____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

**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 FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

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: _____

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 joint venture's written contractual 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

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)



**CONTRACT NO. Y20-1034
Exterior Painting Services**

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:

Lot A and Lot B
Orange County Facilities Management Division – Fiscal Office
Internal Operations Centre II
400 E South Street
Orlando, FL 32801

Lot C
Orange County Ordering Division/Department

- 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. Y20-1034, Exterior Painting Services - 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.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

(Name)

(Title)

DATE: _____

NOTICES: _____ (Address)

(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. Y20-1034, Exterior Painting Services - 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: _____
Name, Title
Procurement Division

DATE: _____

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

XYZ Company
Painting Inspection & Acceptance Report

DO/PO # : _____

Building Number: _____

Start Date: _____

Completion Date: _____

	Manufacturer	Description	Color
Primer/Sealant			
Finish Coat			

Crew Members (temporary agency employees are not allowed)

#	Project Phases	Verification Date	Remote	Project Manager Signature	County's Service Coord. Signature
1	Pressure Washing (PSI _____)		<input type="checkbox"/>		
2	Surface Preparation		<input type="checkbox"/>		
3	Priming		<input type="checkbox"/>		
4	Painting - 1st Coat		<input type="checkbox"/>		
5	Painting - 2nd Coat		<input type="checkbox"/>		
Equipment Rental		Type	From	To	
Final Inspection Date		Project Accepted		Yes	No

To be completed by Facilities Management Service Coordinator

Punch List (Contractor Deficiencies)	Complete Yes No	Complete Yes No

Re-Inspection	Date	Project Accepted	Yes	No
Re-Inspection	Date	Project Accepted	Yes	No

Touch-Up Paint Received:	Yes No	Quantity
--------------------------	-------------	----------

The reference project is officially accepted by the County and approved for final payment on _____

County's Service Coordinator Signature

Date

Contractor's Project Manager Signature

Date
