



**CONTRACT NO. Y23-188A
TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE**

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 delivery.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Orange County Convention Center,
Business Division/Accounts Payable
PO Box 691509
Orlando, FL 32869-1509
OCCC-AP@OCCC.NET


- 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. Y23-188, TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE - 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.

Personnel Solutions Plus, LLC

(COMPANY NAME)

BY:  (Authorized Signatory)

Tommy Bell (Name)

President/CEO (Title)

DATE: 4.6.23

NOTICES: PO Box 25481 (Address)

Tampa, FL 33622 (City, State Zip)
(813) 890-0670 (Phone)
tommy@personnelsolutionsplus.net (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. Y23-188A, TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE - Term Contract**.
 - B. This contract is effective **AUGUST 1, 2023** and shall remain in effect through **JULY 31, 2024**.
 - C. The estimated contract award for the initial term of the contract is

\$1,722,615
 - 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 as provided in the Invitation for Bids.
 - F. Any amendments modifying the terms, conditions or scope of 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.
 - G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: 
Carrie Mathes, Procurement Manager
Procurement Division

DATE: 7.18.2023

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

ATTACHMENT 1
MINIMUM JOB REQUIREMENTS

JOB TITLE: MAINTENANCE ASSISTANCE PERSONNEL
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JOB OBJECTIVE: Performs a variety of maintenance work not requiring specialized knowledge and skills. Receives general supervision from an OCCC designated person.

ESSENTIAL JOB FUNCTIONS:

- Loads and unloads heavy material from trucks and vans, moves or aids in moving heavy boxes, office furniture, or equipment and large objects up to 45 lbs.
- Assists maintenance technicians with performing maintenance tasks as assigned by a designated OCCC representative.
- Performs miscellaneous duties but not limited to placing barricades, wrecking for remodeling projects, laying and leveling asphalt patch and drilling holes in concrete.
- Height requirements may include working on a ladder up to 12 feet high and in a lift up to 60 feet.
- Perform interior and exterior janitorial duties as assigned.
- Assist with grounds maintenance while using hand tools and power equipment.

MINIMUM JOB QUALIFICATIONS:

- Ability to follow written and oral instructions in English.
- Knowledge of simple equipment and tools.
- Ability to perform heavy manual labor under adverse weather conditions.
- Lift large objects weighing up to 45lbs.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: MAINTENANCE TECHNICIAN I
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JOB OBJECTIVE: Performs general repair and maintenance to interior/exterior building systems, or structures under supervision. Receives general supervision from an OCCC designated person.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledgeable in the maintenance and repair of basic building systems such as:
 - o Replacing light bulbs, fluorescent tubes and HID ballasts.
 - o Providing temporary plumbing apparatus including drain system for clients and exhibitors.
 - o Repairing, installing and preparation for painting drywall, commercial doors, and other surfaces.
- Assists in troubleshooting and diagnosing basic electrical and plumbing problems.
- Individual shall be capable of performing all assigned tasks without constant supervision.
- Loads or unloads materials up to 45 lbs.
- Working height requirements may include working on a ladder up to 12 feet high and in lifts up to 60 feet.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Shall be knowledgeable in replacement/adjustment of closures, locks, hinges and handles on commercial steel door systems.
- Repairs, installs, and maintains commercial plumbing services such as closet and urinal diaphragms and flush valves.
- Have obtained previous certification in using boom and scissor lifts.
- Have obtained previous certification in using forklift.

MINIMUM JOB QUALIFICATIONS:

- One-year certificate from an appropriate technical/military school or completion of trade apprenticeship; or three years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and equipment manuals. Ability to write routine reports and correspondence. Ability to communicate effectively with building occupants and employees of OCCC.
- Ability to add, subtract, multiply and divide.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: MAINTENANCE TECHNICIAN II

JOB OBJECTIVE: Performs skilled repair and maintenance to interior/exterior building systems, or structures without the need of constant supervision. Receives general supervision from an OCCC designated person. Interacts on a regular basis with exhibitors and center staff to ensure the highest level of customer service.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of repairing and prepping damaged drywall for painting.
- Assists staff in troubleshooting building system problems, including but not limited to HVAC, Electrical and Plumbing systems.
- Individual shall be capable of performing all assigned tasks without direct supervision.
- Lifts objects weighing up to 45 lbs.
- Working height requirements may include working on a ladder up to 18 feet high and in lifts up to 135 feet.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of troubleshooting complex electrical distribution & control equipment.
- Capable of troubleshooting complex plumbing systems including valves, pumps, pressure reliefs, and pump stations.
- Capable of performing carpentry work including door frame install, trim work and wall framing.
- Have obtained previous certification in using boom and scissor lifts.
- Have obtained previous certification in using forklift.

MINIMUM JOB QUALIFICATIONS:

- Two-year certificate from an appropriate technical/Military school or completion of trade apprenticeship; or five years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and procedure manuals. Ability to write description of work performed on work order. Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: WAREHOUSE ASSISTANT

JOB OBJECTIVE: Performs a wide variety of tasks related to warehousing, receiving, shipping, inventory, delivery, equipment operation and general maintenance in a supply operation.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Performs physical tasks related to shipping, receiving, and inventory handling, to include stock rotation and inventory.
- Determines correct quantities, sizes, uses, etc., of a wide variety of products and assures accuracy of related paperwork.
- Sort and place materials or items on racks, shelves or in bins according to operational standards.
- Interacts with customers during merchandise pick-up and delivery. Utilizes appropriate customer service skills. Customers include vendors, OCCC staff members, and the general public.
- Maintains timely and accurate handling of paperwork, to include supply requisitions, work orders, vendor invoices, technical manuals, MSDS information, and other related forms and documents.
- Maintains safe and clean work environment by keeping shelves, pallet areas, and work stations neat and organized.
- Performs related duties as required.
- Lifts objects weighing up to 45 lbs.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Have obtained previous certification in using forklift and electric order pickers.
- Operates a variety of equipment, including pallet wrapper, power tools, and electric order pickers.
- Performs basic building maintenance work as directed that is related to warehouse building and grounds, to include janitorial functions.

MINIMUM JOB QUALIFICATIONS:

- High School graduate or equivalent and 1 year of experience in warehouse or inventory control setting.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: HVAC CONTROL OPERATOR

JOB OBJECTIVE: Conducts remote monitoring of central engineering plants and building automated systems (HVAC), providing early problem detection and remote adjustments to operating parameters for all buildings. Performs a variety of administrative functions in support of building HVAC operations.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Continuously monitors, operates, and makes adjustments as necessary to HVAC control systems.
- Start, stop, and adjust operations of all HVAC systems as requested.
- Answer radio and telephone calls as they relate to HVAC control operations.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Have previous experience in Metasys BAS (Johnson Control) and/or Honeywell EBI system.

MINIMUM JOB QUALIFICATIONS:

- High School graduate or equivalent and 2 years of experience in HVAC operations at a convention center or equivalent type of facility.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Must demonstrate computer literacy and ability to use common computer applications.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: DATA ENTRY & ADMIN PERSONNEL
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JOB OBJECTIVE: To assist the Computerized Maintenance Management Systems Department (CMMS) with radio calls relating to maintenance issues throughout the Orange County Convention Center.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Performs data entry, administrative and clerical duties in support of CMMS staff.
- Receives work logs from Maintenance Techs and inputs on the Computerized Maintenance Management System (CMMS) software (MAXIMO).
- Ability to communicate clearly over the telephone and Motorola PTT radios.
- Prepares general, routine correspondence or spreadsheets such as memoranda, letters, contracts and forms.
- Performs clerical duties such as filing, faxing, photocopying and dispatching.
- Receives, sorts and distributes work orders and work logs.
- Compile files, maintain logs, or schedule meetings.
- Maintains filing system for section paperwork.
- Performs research, collection and analysis of data.
- Prepares documents such as statistical charts, tables and graphs for use in reports and meetings.
- Participates in emergency activities/response.
- Performs other related duties as assigned.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Previous work experience in Maximo CMMS systems
- Knowledge of maintenance processes and proper use of the work order system
- Tech savvy; tablet troubleshooting experience
- Work experience with large convention center space
- Ability to read and interpret building blueprints

MINIMUM JOB QUALIFICATIONS:

- High school diploma or equivalent
- Two years of related work experience
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Must demonstrate computer literacy and ability to use common computer applications. Can type at least 35 words per minute
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: ELECTRICAL ASSISTANT (TEMPORARY POWER)
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JOB OBJECTIVE: Assists OCCC Electricians to prepare, set-up, and tear down temporary power from events and conventions.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Assists OCCC staff in laying out booths, running electrical cords, and picking up electrical cords.
- Loads or unloads materials up to 45 lbs.
- Working height requirements may include working on a catwalk located 44' above ground.
- Will assist OCCC staff with other duties that are assigned.

MINIMUM JOB QUALIFICATIONS:

- High school diploma or equivalent
- Ability to read, write and speak English.
- Ability to communicate effectively with building occupants and employees of OCCC.
- Ability to add, subtract, multiply and divide.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: ELECTRICAL TECHNICIAN I (TEMPORARY POWER)

JOB OBJECTIVE: Performs the installation and repair of temporary power equipment installed for the purpose of events and convention without the need of constant supervision. Receives general supervision from an OCCC designated person. Interacts on a regular basis with exhibitors and center staff to ensure the highest level of customer service.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of reading exhibitor diagrams to install temporary power for exhibitors.
- Assists staff in troubleshooting electrical issues for temporary power up to 208 Volt, 100 Amp.
- Individual shall be capable of performing all assigned tasks without direct supervision.
- Lifts objects weighing up to 45 lbs.
- Working height requirements may include working on a catwalk located 44' above ground.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERED KNOWLEDGE, SKILLS AND ABILITIES:

- Previous experience in reading and understanding exhibitor diagrams.
- Previous experience in temporary electrical panels, catwalk power, electrical distribution for in-line booths.
- Previous experience in temporary plumbing including hooking-up sinks and water heaters for exhibitors.

MINIMUM JOB QUALIFICATIONS:

- One-year certificate from an appropriate technical/Military school or completion of trade apprenticeship; or three years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: ELECTRICAL TECHNICIAN II (TEMPORARY POWER)
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JOB OBJECTIVE: Performs the installation and repair of temporary power equipment installed for the purpose of events and convention without the need of constant supervision. Receives general supervision from an OCCC designated person. Interacts on a regular basis with exhibitors and center staff to ensure the highest level of customer service.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of reading exhibitor diagrams to install temporary power for exhibitors.
- Assists staff in troubleshooting electrical issues for temporary power up to 480 Volt, 400 Amp.
- Individual shall be capable of performing all assigned tasks without direct supervision.
- Lifts objects weighing up to 45 lbs.
- Working height requirements may include working on a catwalk located 44' above ground.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERED KNOWLEDGE, SKILLS AND ABILITIES:

- Previous experience in reading and understanding exhibitor diagrams.
- Previous experience in temporary electrical panels, catwalk power, electrical distribution for in-line booths.
- Previous experience in temporary plumbing including hooking-up sinks and water heaters for exhibitors.

MINIMUM JOB QUALIFICATIONS:

- Three-year certificate from an appropriate technical/Military school or completion of trade apprenticeship; or five years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: SUSTAINABILITY ASSISTANT COORDINATOR
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JOB OBJECTIVE: Assists the Sustainability Coordinator with sustainability initiatives for the Orange County Convention Center (OCCC) that will benefit the OCCC, clients, exhibitors, attendees, employees and the environment.

Representative Duties/Assignments

- Assists the Sustainability Coordinator with implementing best practices for sustainability in areas such as energy use, renewable energy, water conservation, waste management/recycling, transportation choices, green cleaning, reusable donations and green meetings. Leads the cross functional sustainability team that will evaluate, develop, maintain and continuously improve sustainability initiatives for the OCCC and clients. Maintains sustainability data bases identifying projects and processes.
- Initiates grant applications supporting sustainability improvements funded through state or federal programs.
- Assists in the creation of sustainability informational materials that explain and encourage best environmental practices. Collaborates with clients and meeting planners to design “Green Meeting” plans related to their specific events. Provides support to the sales and event management teams to sell the Green Meetings concept.
- Develops relationships with outside parties including the national and local Green Building Council, Visit Orlando and community partners within the International Drive district to promote the area as a “green” destination. Partners with the Convene Green Alliance, EPA Wastewise, Energy Star and other sustainability alliances.
- Supports LEED certification efforts for the OCCC. Assists administration in defining goals and performance metrics, in developing the long range plan for sustainability, and in monitoring and evaluating the program. Prepares reports and implement tracking functions for LEED. Promotes LEED standards and provides staff support of LEED certified projects.
- Supports the maintenance of EMS requirements in accordance with ISO 14001. Facilitates the implementation of the EMS system throughout the OCCC.
- Assists in educating OCCC staff and service partners in best sustainable practices. Ensures sustainability policies are created and updated and are understood and followed by staff, clients and the public.
- Assists in maintaining compliance with existing environmental rules and regulations.
- Provides on-going conservation audits of the OCCC from a sustainability perspective. Identifies needs, makes recommendations, and initiates corrective action when appropriate.
- Meets the Center of Hospitality standards (CoH).
- Performs other related duties as assigned.

Minimum Qualifications

- Graduation from an accredited institution with a Bachelor’s degree in Environmental Science, Engineering, Environmental Studies, Biology or other closely related field and three years of environmental/sustainability work experience or an equivalent combination of education, training and/or experience.

- Ability to work independently.
 - Ability to prioritize and multi-task. Evidence of self-motivation and problem solving. Strong organizational and time-management skills.
 - Excellent written and verbal communication skills including presentation and public speaking.
 - Proficient at using MS Office, Excel, and PowerPoint. Ability to work with large quantities of data and numbers in Excel.
 - Excellent data collection, data entry, and data analysis skills. Ability to summarize sustainability KPIs into a report and generate graphs.
 - General knowledge of sustainability and climate solutions.
 - Ability to effectively collaborate with people from diverse backgrounds.
 - Demonstrated commitment to environmental and sustainability issues.
 - Possess and maintain a valid Florida Driver's license.
- Ability to work occasional nights, weekends and holidays as required.

Preferences

- Previous experience working with Sustainable/Green Meetings and Events
- Previous experience working with waste management, including implementing composting, and other recycling practices.
- Previous experience in LEED certification.
- Previous experience in ISO 14001 certification.
- Previous experience in sustainability project management.

ATTACHMENT 2
OCCC Temporary Labor Contract –
MINIMUM PAY PER HOUR

Contract Year 2023/2024 (Base Year)

JOB TITLE	MIN. PAY PER HOUR	FORECASTED HOURS
Maintenance Assistance Personnel	\$15.00	1,000
Maintenance Technician I	\$15.00	3,000
Maintenance Technician II	\$17.00	25,000
HVAC Control Operator	\$22.00	5,000
Warehouse Assistant	\$17.00	5,000
Date Entry & Admin Personnel	\$17.00	25,000
Electrical Assistant	\$15.00	1,000
Electrical Technician I	\$16.00	1,000
Electrical Technician II	\$17.00	2,500
Sustainability Assistant Coordinator	\$20.00	5,000

Contract Year 2023/2024 (Option Year 1)

JOB TITLE	MIN. PAY PER HOUR	FORECASTED HOURS
Maintenance Assistance Personnel	\$15.00	1,000
Maintenance Technician I	\$15.00	3,000
Maintenance Technician II	\$17.00	25,000
HVAC Control Operator	\$22.00	5,000
Warehouse Assistant	\$17.00	5,000
Date Entry & Admin Personnel	\$17.00	25,000
Electrical Assistant	\$15.00	1,000
Electrical Technician I	\$16.00	1,000
Electrical Technician II	\$17.00	2,500
Sustainability Assistant Coordinator	\$20.00	5,000

Contract Year 2023/2024 (Option Year 2)

JOB TITLE	MIN. PAY PER HOUR	FORECASTED HOURS
Maintenance Assistance Personnel	\$15.00	1,000
Maintenance Technician I	\$15.00	3,000
Maintenance Technician II	\$17.00	25,000
HVAC Control Operator	\$22.00	5,000
Warehouse Assistant	\$17.00	5,000
Date Entry & Admin Personnel	\$17.00	25,000
Electrical Assistant	\$15.00	1,000
Electrical Technician I	\$16.00	1,000
Electrical Technician II	\$17.00	2,500
Sustainability Assistant Coordinator	\$20.00	5,000

EXHIBIT A

1/10th Timecard Rounding

Actual Start Time	Rounded Start Time (Tenth Hour)	Billing (Tenth Hour)
7:58 - 8:03	8:00	8
8:04 - 8:09	8:06	8.1
8:10 - 8:15	8:12	8.2
8:16 - 8:21	8:18	8.3
8:22 - 8:27	8:24	8.4
8:28 - 8:33	8:30	8.5
8:34 - 8:39	8:36	8.6
8:40 - 8:45	8:42	8.7
8:46 - 8:51	8:48	8.8
8:52 - 8:57	8:54	8.9
8:58 - 9:03	9:00	9

BID RESPONSE FORM
IFB #Y23-188-AV

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.

BASE YEAR, (first year of contract)

ITEM NO.	JOB DESCRIPTION	HOURLY RATE (unit price)	ESTIMATED ANNUAL USAGE	ESTIMATED TOTAL BID
1.	Maintenance Assistance Personnel	\$ 20.48 /hr	1000 hours	= \$ 20,475.00 <u>\$20,480</u> ^{AW}
2.	Maintenance Technician I	\$ 20.48 /hr	3000 hours	= \$ 61,425.00 <u>\$61,440</u> ^{AW}
3.	Maintenance Technician II	\$ 23.21 /hr	25,000 hours	= \$ 580,125.00 <u>\$580,250</u> ^{AW}
4.	HVAC Control Operator	\$ 30.14 /hr	5,000 hours	= \$ 150,700.00
5.	Warehouse Assistant	\$ 23.21 /hr	5000 hours	= \$ 116,025.00 <u>\$116,050</u> ^{AW}
6.	Data Entry/Administrative Personnel	\$ 22.44 /hr	25,000 hours	= \$ 561,000.00
7.	Electrical Assistant	\$ 20.55 /hr	1000 hours	= \$ 20,550.00
8.	Electrical Technician I	\$ 21.92 /hr	1000 hours	= \$ 21,920.00
9.	Electrical Technician II	\$ 23.29 /hr	2500 hours	= \$ 58,225.00
10.	Sustainability Assistant Coordinator	\$ 26.40 /hr	5000 hours	= \$ 132,000.00
Total Estimated Bid Base Year (Lines 1-10)				\$ 1,722,445.00 <u>\$1,722,615</u> ^{AW}

Personnel Solutions Plus, LLC
Company Name

BID RESPONSE FORM CONTINUED

OPTION YEAR 1, (second year of contract)

ITEM NO.	JOB DESCRIPTION	HOURLY RATE (unit price)	ESTIMATED ANNUAL USAGE	ESTIMATED TOTAL BID
11.	Maintenance Assistance Personnel	<u>\$ 20.70 /hr</u>	1000 hours	= <u>\$ 20,700.00</u>
12.	Maintenance Technician I	<u>\$ 20.70 /hr</u>	3000 hours	= <u>\$ 62,100.00</u>
13.	Maintenance Technician II	<u>\$ 23.46 /hr</u>	25,000 hours	= <u>\$ 586,500.00</u>
14.	HVAC Control Operator	<u>\$ 30.47 /hr</u>	5,000 hours	= <u>\$ 152,350.00</u>
15.	Warehouse Assistant	<u>\$ 23.46 /hr</u>	5000 hours	= <u>\$ 117,300.00</u>
16.	Data Entry/Administrative Personnel	<u>\$ 22.61 /hr</u>	25,000 hours	= <u>\$ 565,250.00</u>
17.	Electrical Assistant	<u>\$ 20.78 /hr</u>	1000 hours	= <u>\$ 20,775.00 ^{\$20,780.00}</u>
18.	Electrical Technician I	<u>\$ 22.16 /hr</u>	1000 hours	= <u>\$ 22,160.00</u>
19.	Electrical Technician II	<u>\$ 23.55 /hr</u>	2500 hours	= <u>\$ 58,862.50 ^{\$58,875.00}</u>
20.	Sustainability Assistant Coordinator	<u>\$ 26.60 /hr</u>	5000 hours	= <u>\$ 133,000.00</u>
Total Estimated Bid Option Year 1 (Lines 11-20)				= <u>\$ 1,738,997.50 ^{\$1,738,015.00}</u>

Personnel Solutions Plus, LLC

Company Name

BID RESPONSE FORM CONTINUED

OPTION YEAR 2 (third year of contract)

ITEM NO.	JOB DESCRIPTION	HOURLY RATE (unit price)	ESTIMATED ANNUAL USAGE	ESTIMATED TOTAL BID
21.	Maintenance Assistance Personnel	\$ 20.70 /hr	1000 hours	= \$ 20,700.00
22.	Maintenance Technician I	\$ 20.70 /hr	3000 hours	= \$ 62,100.00
23.	Maintenance Technician II	\$ 23.46 /hr	25,000 hours	= \$ 586,500.00
24.	HVAC Control Operator	\$ 30.47 /hr	5,000 hours	= \$ 152,350.00
25.	Warehouse Assistant	\$ 23.46 /hr	5000 hours	= \$ 117,300.00
26.	Data Entry/Administrative Personnel	\$ 22.61 /hr	25,000 hours	= \$ 565,250.00
27.	Electrical Assistant	\$ 20.78 /hr	1000 hours	= \$ 20,775.00 ^{\$20,780} <i>AW</i>
28.	Electrical Technician I	\$ 22.16 /hr	1000 hours	= \$ 22,160.00
29.	Electrical Technician II	\$ 23.55 /hr	2500 hours	= \$ 58,862.50 ^{\$58,875} <i>AW</i>
30.	Sustainability Assistant Coordinator	\$ 26.60 /hr	5000 hours	= \$ 133,000.00
Total Estimated Bid Option Year 2 (Lines 21-30)				\$ 1,738,997.50 ^{\$1,739,015} <i>AW</i>

BASE YEAR TOTAL ESTIMATED BID (Lines 1-10)	\$ 1,722,445.00 ^{\$1,722,615} <i>AW</i>
OPTION YEAR 1 TOTAL ESTIMATED BID (Lines 11-20)	\$ 1,738,997.50 ^{\$1,739,015} <i>AW</i>
OPTION YEAR 2 TOTAL ESTIMATED BID (Lines 21-30)	\$ 1,738,997.50 ^{\$1,739,015} <i>AW</i>
TOTAL ESTIMATED BID FOR ALL YEARS (Lines 1-30)	\$ 5,200,440.00 ^{\$5,200,645} <i>AW</i>

Personnel Solutions Plus, LLC

 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 Ana Villalona, Contracting Agent, at Ana.Villalona@ocfl.net

March 27, 2023
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-188-AV; ADDENDUM # 1

TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE

This Addendum is hereby incorporated into the bid 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. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. Submission deadline remains unchanged at 4:00 PM (local time), Tuesday, April 11, 2023.

B. Questions and Answers

1. Question: What would be the number of awards you intend to give (approximate number)?

Answer: The awarded Bidder quantity will be determined by the County after evaluating the bids received for responsiveness and responsibility, but could be as many as three.

2. Question: Please provide us with an estimated or NTE budget allocated for this contract.

Answer. The estimated annual usage (hours) is included in the bid response form.

3. Question: What is the tentative start date of this engagement?

Answer: The start date is anticipated for the second quarter of 2023.

4. Question: What is the work location of the proposed candidates?

Answer: The work location may be any Orange County facility designated on the Delivery Order.

5. Question: Please provide the evaluation criteria for evaluating the bids for this ITB?

Answer: Invitation for Bids Y23-188-AV award is made to the lowest responsive and responsible bidder, based solely on the specifications set forth under Section 4, Bid Submission Requirement and Documentation. Invitation for Bids are not evaluated by a procurement committee .

6. Question: Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

Answer: No, this is not a new contract and there are incumbents. The incumbents are Moten Tate, Incorporated and Personnel Solutions Plus, LLC. Pricing may be found at the following link by searching for Y20-158:

<https://apps.ocfl.net/OrangeBids/Termcontracts/listtermcontract.asp?submitted=1>.

Yes, incumbents are eligible to submit a bid.

7. Question: Are there any pain points or issues with the current vendor(s)?

Answer: No, not with the current vendors, however it is a challenge to find staff willing to work, and they must pass a background check and drug screening.

8. Question: Could you please share the previous spending on this contract, if any?

Answer: Through January 10, 2023, the total spending was \$792,471.09. Current figures through are not available yet.

9. Question: Is there any mandatory subcontracting requirement for this contract? If yes, is there any specific goal for the subcontracting?

Answer: No subcontracting or leased employees shall be allowed in the performance of this contract.

10. Question: How many requisitions were filled in the previous contract? How many requisitions will be required per year or throughout the contract?

Answer: We do not have that information. Requisitions can be for a day up to a year at a time.

11. Question: If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Answer: Yes, for the bid prices noted in your response. We expect the Contractors to keep a roster of personnel that can be used throughout the duration of the contract.

12. Question: Can we provide hourly rate ranges for the given positions?

Answer: No, bid prices on the Bid Response Form shall be a firm fixed price per item.

13. Question: Is it entirely onsite work or can it be done remotely to some extent. Do the services need to be delivered onsite or is there a possibility for remote operations and performance?

Answer: No, all services need to be performed on-site. No remote operations and performance will be allowed.

14. Question: Are resumes required at the time of proposal submission? If yes, do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer: Bidders are not required to submit resumes with their bid submission. Once a contract is executed and a need for staffing arises, resumes, not samples, may be requested depending on the role needing to be filled.

15. Question: Could you please provide the list of holidays?

Answer:

Approved holidays for 2023 are:

New Year's Day (observed)	Monday, January 2, 2023
Martin Luther King, Jr. Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans' Day	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day after Thanksgiving	Friday, November 24, 2023
Christmas Eve (observed)	Friday, December 22, 2023
Christmas Day (observed)	Monday, December 25, 2023

Holidays for future years will be determined by the Orange County Board of County Commissioners prior to the beginning of each calendar year.

16. Question: Are there any mandated paid time off, vacation, etc.?

Answer: No, that is up to the awarded Contractors.

17. Question: Who was the incumbent for this solicitation?

Answer: The incumbents are Moten Tate, Incorporated and Personnel Solutions Plus, LLC. Please refer to Question No. 6.

18. Question: When was the last time Orange County Conducted a compensation study?

Answer: This question is unrelated to the scope of services for this solicitation.

19. Question: When was the last time salary adjustments were made for these positions?

Answer: Minimum pay rates were included in the previous contract and in the current contract.

20. Question: Please provide total contract spend.

Answer: Total contract spend through January 10, 2023 is \$792,471.09.

21. Question: Please provide the dollar amount paid to each vendor over the life of the contract.

Answer: Through January 10, 2023, \$266,138.11 and \$526,232.98.

22. Question: Is there specific worker's compensation used for your facility?

Answer: Worker's compensation requirements are listed on page 26, Special Terms and Conditions, paragraph 15. INSURANCE REQUIREMENTS.

23. Question: Is the previous RFP bid available for public view?

Answer: This is an IFB and the current pricing may be found at the following link by searching for Y20-158: <https://apps.ocfl.net/OrangeBids/Termcontracts/listtermcontract.asp?submitted=1>.

24. Question: Would we be able to see the work site and ask safety questions before bid?

Answer: No, the work site may be any County building in Orange County which is determined by need.

C. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder 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 date and time for receipt of the bid.

2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledged by:



Authorized Signature

4.6.23

Date

President/CEO
Title

Personnel Solutions Plus, LLC
Name of Firm

March 28, 2023
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-188-AV; ADDENDUM # 2

TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE

This Addendum is hereby incorporated into the bid 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. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. Submission deadline remains unchanged at 4:00 PM (local time), Tuesday, April 11, 2023.

B. Questions and Answers

1. Question: Please provide the previous spending of the contract.

Answer: Total contract spend through January 10, 2023, is \$792,471.09

2. Question: To offer you competitive pricing, could the County share the incumbent's cost proposal?

Answer: The current pricing may be found at the following link by searching for Y20-158: <https://apps.ocfl.net/OrangeBids/Termcontracts/listtermcontract.asp?submitted=1>.

3. Question: Please describe the issues/problems that the County is facing under the current contract.

Answer: No problem with the current vendors, however it is a challenge to find staff willing to work, and they must pass a background check and drug screening.

4. Question: Could the County provide a format in which it seeks the bid to be responded to?

Answer: Yes, please see pages 37 and 38, Qualification of Bidders section in the solicitation. No technical information is requested, only what is listed in the checklist.

5. Question: In accordance with the above questions please provide a list of all forms mandatory to be submitted with the response.

Answer: Yes, please see pages 37 and 38, Qualification of Bidders section in the solicitation.

6. Question: What is the overall budget of the contract?
Answer: The budget is the estimated annual usage (hours) is included in the bid response form.
7. Question: Is there any local preference?
Answer: Yes, please see General Terms and Conditions, page 6, paragraph 9. RECIPROCAL PREFERENCE for details on local preference.
8. Question: Please share the current rate and percentage fee being charged by the current vendor.
Answer: Bid pricing for the incumbents may be found in contract Y20-158. We do not request nor know the percentage fee being charged by the incumbents.
9. Question: Please clarify if you are awarding the proposal to single or multiple vendors.
Answer: The awarded Bidder quantity will be determined by the County after evaluating the bids received for responsiveness and responsibility but could be as many as three.
10. Question: Is subcontracting mandatory?
Answer: No subcontracting or leased employees shall be allowed in the performance of this contract.
11. Question: Please clarify if the county needs the sample resumes in accordance with the Attachment 1-minimum job requirements?
Answer: Bidders are not required to submit resumes with their bid submission. Once a contract is executed and a need for staffing arises, resumes, not samples, may be requested depending on the role needing to be filled.
12. Question: Could the County please provide an explanation regarding the "Bid Preference" Section?
Answer: Per General Terms and Conditions, page 6., paragraph 9. RECEPROCAL PREFERENCE, 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.
13. Question: Is it mandatory to be M/WBE to bid on this solicitation?
Answer: No, however, 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 prior to bid submission.

C. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder 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 date and time for receipt of the bid.
2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledged by:



Authorized Signature

4.6.23

Date

President/CEO

Title


Personnel Solutions Plus, LLC

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.

<u>Name</u>	<u>Title</u>	<u>Telephone Number/Email</u>
Tommy Bell	President	(813) 890-0670 / tommy@personnelsolutionsplus.net



(Signature)
President

4.6.23

(Date)

(Title)
Personnel Solutions Plus, LLC
(Name of Business)

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Tampa/Hillsborough/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: 90-0583756

* *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*



**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 #Y23-188-AV, TEMPORARY LABOR FOR SKILLED
GENERAL MAINTENANCE
TERM CONTRACT**

Copies of the Invitation for Bids (IFB) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

BID SUBMISSION DUE DATE:

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, April 11, 2023**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

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 Ana Villalona, Contracting Agent at Ana.Villalona@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Ana.Villalona@ocfl.net, no later than 5:00 PM **Friday, March 24, 2023** to the attention of Ana Villalona, 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 submitted via the electronic submittal portal. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by mail, hand-delivery, e-mail, telephone or fax shall not be accepted. Bids submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

Bids shall be submitted via the electronic submission portal at: <https://secure.procurenw.com/portal/orangecountyfl>.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal 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. 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).

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 aforementioned electronic portal 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. **NO BID**

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

7. **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.

8. **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.

9. **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.

10. GOVERNING LAW AND VENUE

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

11. JURY WAIVER

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

12. ATTORNEYS' FEES AND COSTS

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

13. UNIFORM COMMERCIAL CODE

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

14. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

15. 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.

16. 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.

17. BID TABULATION AND RESULTS

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

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

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

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.

18. 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.

19. REFERENCES

Bidder shall complete the attached Reference Documentation Form. References shall demonstrate that goods or services were satisfactorily delivered. 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.

BIDDERS ARE ADVISED TO CONFIRM THAT:

- a. Each reference provided by the Bidder has up to date contact persons and contact information;
- b. The contact person provided for each reference is someone who has personal knowledge of the Bidder's performance for the specific requirement listed;
- c. The contact person for each reference has been contacted by the Bidder regarding this specific bid submittal and such person confirmed their willingness to serve as a reference; and
- d. The contact person for each reference shall have been informed they are being used as a reference and that the County may be contacting them.

THE COUNTY WILL CONTACT THE REFERENCES PROVIDED AND WILL REJECT ANY AND ALL REFERENCES FOR PROJECTS (CONTRACTS) THAT IT IS UNABLE TO INDEPENDENTLY VERIFY.

Notwithstanding anything to the contrary herein, without assuming any obligation to do so, the County reserves the right to follow up with - at minimum - the three (3) lowest bidders for supplemental submission of references/similar projects. Any such opportunity to supplement or correct granted to a respondent by the County under this provision shall expire at 11:59pm county local time on the second full county business day after the day on which such respondent received the County's request for supplementation. There will be no additional time or consideration granted by the County thereafter. Bidders found responsible under this "REFERENCES" section may still ultimately be deemed to be not responsible by the County due to other considerations including, but not limited to, other information provided in the Respondent's bid submittal, as well as any history the Respondent may have of negative performance on previous County project(s).

ULTIMATELY, THE DETERMINATION OF WHETHER A RESPONDENT IS DEEMED RESPONSIBLE SHALL BE AT THE SOLE DISCRETION OF THE COUNTY.

20. 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.

21. 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.

22. 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.

23. 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.

24. DRUG-FREE WORKPLACE FORM

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

25. 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".

26. CONFLICT OF INTEREST FORM

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

27. 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.

28. SUBMISSION OF BID

Bids shall be submitted via the electronic submission portal at: <https://secure.procurenw.com/portal/orangecountyfl>, prior to the submission deadline. Bids will be opened per the public meeting notice.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the

contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

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**

The Contractor is required to be registered with the U.S. Department of Homeland Security’s E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use 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.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

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. **BID ACCEPTANCE PERIOD**

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

3. **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.

4. **MULTIPLE AWARD**

The County reserves the right to make multiple awards based on the results of this bid. The County shall award a primary contract to the lowest responsive, responsible Bidder. Contractor agrees to provide job estimates based on bid rates within twenty-four (24) hours of request. The County shall give the primary Contractor first opportunity to perform all available work. If the County, at its sole discretion, determines the primary Contractor cannot respond in time, an alternate Contractor may be contacted to perform the required work.

5. **POST AWARD MEETING**

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

6. **PERFORMANCE**

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

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

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the

required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

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

7. 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.

8. TERMINATION

A. Termination for Default:

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

1. Provide 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.**

9. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

10. CODES AND REGULATIONS

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

11. PAYMENT

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

for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Convention Center,
Business Division/Accounts Payable
PO Box 691509
Orlando, FL 32869-1509
OCCC-AP@OCCC.NET

12. **INVOICING REQUIREMENTS**

A. Upon delivery and acceptance of service, all supporting documentation shall be submitted with a properly executed invoice to the applicable Fiscal Department. The Contractor shall reference the contract number and the corresponding Purchase/Delivery Order number on all invoices. Line items on invoices shall correspond with delivery order line items, unless otherwise agreed to by County in writing.

At a minimum, an invoice shall contain the following information:

- Purchase/Delivery order number;
- Date of services
- Labor category and supporting documentation (work order, service tickets, time cards, etc)
- Line items per the delivery order
- Service location

B. The Contractor shall submit monthly statements of unpaid invoices to each department ordering services under this contract.

At a 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 shall 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.

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

13. **DEBRIS**

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

14. **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>

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the

event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

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

16. PRICING

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

17. EVALUATION OF OPTIONS

The County shall evaluate bids for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options shall not obligate the County to exercise the option(s).

18. CONTRACT TERM – OPTION YEARS

The Contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months.

The County may unilaterally renew the Contract for the periods specified on the Bid Proposal Form for twenty-four (24) months.

19. METHOD OF ORDERING

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

20. ATTACHMENTS

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

- A. ATTACHMENT 1 – MINIMUM JOB REQUIREMENTS
- B. ATTACHMENT 2 – MINIMUM PAY PER HOUR
- C. EXHIBIT A – TIME CARD ROUNDING

21. 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.

22. 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.

23. 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.

24. 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.

25. 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**

SCOPE OF SERVICES

1. GENERAL

Contractor shall provide temporary labor for the maintenance of the Orange County Convention Center (OCCC) and other Orange County locations hereinafter collectively referred to as the "County". All staff performing on this contract shall be employed by the Contractor. No subcontracting or leased employees shall be allowed in the performance of this contract.

- A. The Contractor shall provide temporary labor per the identified categories for the OCCC North/South and West Buildings, surrounding buildings, grounds and other County buildings as required.
- B. Normal work days are Sunday through Saturday. Hours shall vary as deemed necessary by the County Designated Representative. A thirty (30) minute unpaid meal break shall be included in each shift. The County will not be billed for overtime hours. It is the Contractor's responsibility to ensure that laborers are not assigned to work at any County facility in excess of forty (40) hours per week. Hours will be rounded to the nearest 1/10.
- C. The County shall have no responsibility for the loss or damage of personal equipment.
- D. Materials, supplies, tools, raingear and equipment will be provided by the County on an as needed basis. The equipment will need to be returned at the end of the shift.
- E. The Contractor shall ensure that each laborer has a company-provided picture badge at all times.
- F. Assigned laborer shall maintain a County determined neat appearance and acceptable personal hygiene and wear a Contractor logo shirt. The Contractor shall supply, at their expense, up to six (6) time clocks and sufficient pre-printed time cards. All Contractor laborers shall report to work and clock in and out with time cards or utilize a Company-owned software program to clock in and out. If a Company-owned software program is utilized, the Contractor shall provide a printout on a weekly basis for an authorized County Representative signature to be obtained.
- G. The County reserves the right to approve or refuse any assigned laborer and request their removal from the premises. In the event of removal, the individual shall not return without the approval of the County. Laborer may be deemed unsuitable for work by the County due to intoxication, physical inability to perform duties assigned, unsatisfactory productivity, poor attitudes, sleeping on premises, leaving work area, unacceptable appearance or other reasons. If a laborer is noted as Do Not Return (DNR'd), that laborer shall not return to the County for any reason or for any other authorized user of this contract.
- H. The Contractor and their employees shall adhere to all OCCC and County policies and procedures while on the premises. This specifically includes

but is not limited to removing anything from OCCC property, such as giveaways, purchased items, trash or leftovers.

- I. The Contractor shall ensure that requested laborer arrive no earlier than thirty (30) minutes prior to scheduled start time and leave no later than thirty (30) minutes after the end of their assigned shift from work.
- J. The County Representative will designate break periods.
- K. Laborers who cannot be accounted for within any thirty (30) minute period may be docked time or removed from the premises.
- L. Pay schedules shall not cause interruptions to County work, i.e., laborer leaving early to get paychecks. The Contractor shall deliver all paychecks directly to their laborer on a regular basis at OCCC or designated County work area.
- M. Should the County hire a temporary employee from the Contractor, the County will pay no fee.

2. SECURITY, BACKGROUND CHECKS, AND IDENTIFICATION

The following conditions are required for all Contractor's employees assigned to work at the Orange County Convention Center.

- A. CONTRACTOR shall, at its expense, perform annual local, state and federal background and reference checks, including criminal background checks, on all prospective/current employees to be assigned to Orange County Government, for every County of residence, domestic or foreign, of prospective employees for the past seven (7) years. Such checks shall include any convictions involving any violent crime or crimes against children, any crime involving theft, possession, receipt of stolen property or sale/use or possession of illegal drugs. All prospective employees shall also be required to have passed a 5-panel drug screening. The 5-panel drug screening shall include THC, Opioids, Amphetamines, Methamphetamines, and Cocaine.
- B. CONTRACTOR agrees not to refer or place at Orange County Government any individual having such a criminal record during the seven (7)-year period preceding placement at Orange County Government, unless Orange County Government specifically agrees. Orange County Government reserves the right to have CONTRACTOR remove any employee from placement at Orange County Government if such individual is arrested, charged or convicted of such crimes while placed at Orange County Government or has determined to falsify their application to conceal their information in anyway. Orange County reserves the right to request to inspect the background and/or drug screening results to ensure compliance with contractual provisions. A list of the CONTRACTOR'S employees who have successfully passed the background check and drug screen and assigned to work at the OCCC shall be submitted to the OCCC Security Supervisor or their designee, prior to being permitted to work at the OCCC. This list shall be updated on an annual basis.

- C. Background checks and drug screens shall be done for each year of the contract to include the base year and option years 1 and 2.
- D. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies' name and logo.
- E. The Contractor shall remove from Convention Center premises any of its employees who, in the opinion of the County's Representative, or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The Convention Center Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace.
- F. OCCC Photo Identification Badges will be issued by the County, on an as-needed basis for the Contractor's employees that have successfully passed their background check and five panel drug screen check. Badges are the property of the County. Each lost and/or misplaced badge will result in a \$50.00 replacement fee, payable to the OCCC or the County. In addition, all badges that are not returned to the Security Division or Badging Office within 5 business days upon termination of the Contractor's employee, expiration of the badge date, or conclusion of a project or term contract, will be subject to the \$50.00 fee. Payment should be taken to the Business Services office prior to obtaining the replacement badge (receipt must be presented in order to receive a replacement badge). Keys may also be issued to Contractor's employees on an as-needed basis. All keys are the property of the OCCC or the County. There will be a \$50.00 charge per key for all lost and unreturned keys. If multiple cores must be changed due to a missing key, the Contractor shall be responsible for payment of all the core changes. Core changes are \$50.00 per core.
- F. The Contractor shall provide resumes for the employees upon demand. The County reserves the right to request documentation verifying training and/or experience prior to accepting a laborer.

3. SAFETY REQUIREMENTS AND REPORTING

- A. The Contractor shall provide for the safety of the lives and health of employees and other persons; preventing damage to property supplies and equipment avoiding work and show event interruptions. For these purposes, the Contractor shall
 - 1) Provide appropriate safety training and orientation in compliance with all state and Federal regulations.

- 2) Comply with all County Policies and Safety Standards
- 3) Take additional measures as determined necessary by County designated representative to provide for a safe and secure work environment.
- 4) Generate and maintain Records of all accidents and incidents under this contract resulting in injury, and or damage to laborer, property and equipment. The Contractor shall provide this data in the manner prescribed by the County Representative or designee.

B. The County will notify the Contractor of any non-compliance of the requirements and of the corrective actions required. The Contractor shall take corrective action immediately. If the Contractor refuses or fails to take prompt action, the County may begin the process for unsatisfactory performance and possible termination of this contract.

C. The Contractor shall provide a list of all temporary labor staff that has passed the background check and the drug screen background via an excel spreadsheet on **when requested by the Contract Supervisor**. The list shall be by staff name (last name, first name) and in alphabetical order. The Contractor shall list and include the date of the background check performed by the Contractor, and the date of the drug screen performed by the Contractor. The Contractor shall also indicate if the employee passed the drug screen. The list shall also include the date of County Security background approval.

D. If the employee does not pass the drug screen or the background check, they cannot work at the County.

E. Background checks and drug screens must be done for the base year and option years 1 and 2.

F. This list shall include all approved staff (not just new staff). If the staff shows up for work and their name is not on this list, they will not be allowed to work at the County. The County shall not be billed for anyone that shows up to work that is not on this list.

The report should be similar to the layout below:

Contractor Name: _____

Date of Report:

Name	Date of Background Check	Date of Drug Screen Panel/Passed	Date of OCCC Background Approval
Doe, Jane	5/31/2022	5/29/2022/Passed	5/31/2022
Smith, John	5/28/2022	5/23/2022/Failed	not approved
Williams, Doc	6/4/2022	6/3/2022/Passed	6/4/2022

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.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

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

The Bidder shall submit the following information with the bid. 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 work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

1. Provide experience record showing the Bidder's typical work force training and experience in similar work within the last five (5) years.
2. List a brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.
3. Satisfactorily provided staffing for a large convention center, airport, sporting facility as part of item #2.

2. Bidder shall provide documentation in the form a business registration or tax receipt demonstrating they have been in business for at least five (5) years providing the services in these scopes of services under the Bidder's business name.
(Required)

3. Bidder shall provide a current American Staffing Association Certified Staffing Professional (CSP) certification from a staff member that will oversee the contract or provide proof, in the form of a paid receipt that a staff member is enrolled to become certified.
(Required)

4. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

- [] 5. Bid Response Form
(Required)
- [] 6. Acknowledgement of Addenda
(Required if Applicable)
- [] 7. Authorized Signatories/Negotiators
(Required)
- [] 8. Drug-Free Workplace
(Required)
- [] 9. Schedule of Sub-contracting
(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 Y23-188, 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.

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 Ana.Villalona@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

BID RESPONSE FORM
IFB #Y23-188-AV

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.

BASE YEAR, (first year of contract)

ITEM NO.	JOB DESCRIPTION	HOURLY RATE (unit price)	ESTIMATED ANNUAL USAGE	ESTIMATED TOTAL BID
1.	Maintenance Assistance Personnel	\$ _____ /hr	1000 hours	= \$ _____
2.	Maintenance Technician I	\$ _____ /hr	3000 hours	= \$ _____
3.	Maintenance Technician II	\$ _____ /hr	25,000 hours	= \$ _____
4.	HVAC Control Operator	\$ _____ /hr	5,000 hours	= \$ _____
5.	Warehouse Assistant	\$ _____ /hr	5000 hours	= \$ _____
6.	Data Entry/Administrative Personnel	\$ _____ /hr	25,000 hours	= \$ _____
7.	Electrical Assistant	\$ _____ /hr	1000 hours	= \$ _____
8.	Electrical Technician I	\$ _____ /hr	1000 hours	= \$ _____
9.	Electrical Technician II	\$ _____ /hr	2500 hours	= \$ _____
10.	Sustainability Assistant Coordinator	\$ _____ /hr	5000 hours	= \$ _____
Total Estimated Bid Base Year (Lines 1-10)				\$ _____

Company Name

BID RESPONSE FORM CONTINUED

OPTION YEAR 1, (second year of contract)

ITEM NO.	JOB DESCRIPTION	HOURLY RATE (unit price)	ESTIMATED ANNUAL USAGE	ESTIMATED TOTAL BID
11.	Maintenance Assistance Personnel	\$ _____ /hr	1000 hours	= \$ _____
12.	Maintenance Technician I	\$ _____ /hr	3000 hours	= \$ _____
13.	Maintenance Technician II	\$ _____ /hr	25,000 hours	= \$ _____
14.	HVAC Control Operator	\$ _____ /hr	5,000 hours	= \$ _____
15.	Warehouse Assistant	\$ _____ /hr	5000 hours	= \$ _____
16.	Data Entry/Administrative Personnel	\$ _____ /hr	25,000 hours	= \$ _____
17.	Electrical Assistant	\$ _____ /hr	1000 hours	= \$ _____
18.	Electrical Technician I	\$ _____ /hr	1000 hours	= \$ _____
19.	Electrical Technician II	\$ _____ /hr	2500 hours	= \$ _____
20.	Sustainability Assistant Coordinator	\$ _____ /hr	5000 hours	= \$ _____
Total Estimated Bid Option Year 1 (Lines 11-20)				\$ _____

Company Name

BID RESPONSE FORM CONTINUED

OPTION YEAR 2 (third year of contract)

ITEM NO.	JOB DESCRIPTION	HOURLY RATE (unit price)	ESTIMATED ANNUAL USAGE	ESTIMATED TOTAL BID
21.	Maintenance Assistance Personnel	\$ _____ /hr	1000 hours	= \$ _____
22.	Maintenance Technician I	\$ _____ /hr	3000 hours	= \$ _____
23.	Maintenance Technician II	\$ _____ /hr	25,000 hours	= \$ _____
24.	HVAC Control Operator	\$ _____ /hr	5,000 hours	= \$ _____
25.	Warehouse Assistant	\$ _____ /hr	5000 hours	= \$ _____
26.	Data Entry/Administrative Personnel	\$ _____ /hr	25,000 hours	= \$ _____
27.	Electrical Assistant	\$ _____ /hr	1000 hours	= \$ _____
28.	Electrical Technician I	\$ _____ /hr	1000 hours	= \$ _____
29.	Electrical Technician II	\$ _____ /hr	2500 hours	= \$ _____
30.	Sustainability Assistant Coordinator	\$ _____ /hr	5000 hours	= \$ _____
Total Estimated Bid Option Year 2 (Lines 21-30)				\$ _____

BASE YEAR TOTAL ESTIMATED BID (Lines 1-10) \$ _____

OPTION YEAR 1 TOTAL ESTIMATED BID (Lines 11-20) \$ _____

OPTION YEAR 2 TOTAL ESTIMATED BID (Lines 21-30) \$ _____

TOTAL ESTIMATED BID FOR ALL YEARS (Lines 1-30) \$ _____

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 Ana Villalona, Contracting Agent, at Ana.Villalona@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

(Signature) (Date)

(Title)

(Name of Business)

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

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Non-Profit
_____ Joint Venture* _____ Corporation

State of Incorporation: _____

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

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

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Bid Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal 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 at least three (3) clients during the past five (5) 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: _____

4. 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: _____

5. 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. Y23-188-AV

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.Y23-188-AV

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

- 1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
- 2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
- 3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges 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 Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

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 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)

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: _____



**CONTRACT NO. Y23-188
TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE**

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 delivery.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Orange County Convention Center,
Business Division/Accounts Payable
PO Box 691509
Orlando, FL 32869-1509
OCCC-AP@OCCC.NET

- 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. Y23-188, TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE - 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. Y23-188, TEMPORARY LABOR FOR SKILLED GENERAL MAINTENANCE - 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 as provided in the Invitation for Bids.
 - F. Any amendments modifying the terms, conditions or scope of 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.
 - G. 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**

ATTACHMENT 1
MINIMUM JOB REQUIREMENTS

JOB TITLE: MAINTENANCE ASSISTANCE PERSONNEL
--

JOB OBJECTIVE: Performs a variety of maintenance work not requiring specialized knowledge and skills. Receives general supervision from an OCCC designated person.

ESSENTIAL JOB FUNCTIONS:

- Loads and unloads heavy material from trucks and vans, moves or aids in moving heavy boxes, office furniture, or equipment and large objects up to 45 lbs.
- Assists maintenance technicians with performing maintenance tasks as assigned by a designated OCCC representative.
- Performs miscellaneous duties but not limited to placing barricades, wrecking for remodeling projects, laying and leveling asphalt patch and drilling holes in concrete.
- Height requirements may include working on a ladder up to 12 feet high and in a lift up to 60 feet.
- Perform interior and exterior janitorial duties as assigned.
- Assist with grounds maintenance while using hand tools and power equipment.

MINIMUM JOB QUALIFICATIONS:

- Ability to follow written and oral instructions in English.
- Knowledge of simple equipment and tools.
- Ability to perform heavy manual labor under adverse weather conditions.
- Lift large objects weighing up to 45lbs.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: MAINTENANCE TECHNICIAN I

JOB OBJECTIVE: Performs general repair and maintenance to interior/exterior building systems, or structures under supervision. Receives general supervision from an OCCC designated person.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledgeable in the maintenance and repair of basic building systems such as:
 - o Replacing light bulbs, fluorescent tubes and HID ballasts.
 - o Providing temporary plumbing apparatus including drain system for clients and exhibitors.
 - o Repairing, installing and preparation for painting drywall, commercial doors, and other surfaces.
- Assists in troubleshooting and diagnosing basic electrical and plumbing problems.
- Individual shall be capable of performing all assigned tasks without constant supervision.
- Loads or unloads materials up to 45 lbs.
- Working height requirements may include working on a ladder up to 12 feet high and in lifts up to 60 feet.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Shall be knowledgeable in replacement/adjustment of closures, locks, hinges and handles on commercial steel door systems.
- Repairs, installs, and maintains commercial plumbing services such as closet and urinal diaphragms and flush valves.
- Have obtained previous certification in using boom and scissor lifts.
- Have obtained previous certification in using forklift.

MINIMUM JOB QUALIFICATIONS:

- One-year certificate from an appropriate technical/military school or completion of trade apprenticeship; or three years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and equipment manuals. Ability to write routine reports and correspondence. Ability to communicate effectively with building occupants and employees of OCCC.
- Ability to add, subtract, multiply and divide.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: MAINTENANCE TECHNICIAN II

JOB OBJECTIVE: Performs skilled repair and maintenance to interior/exterior building systems, or structures without the need of constant supervision. Receives general supervision from an OCCC designated person. Interacts on a regular basis with exhibitors and center staff to ensure the highest level of customer service.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of repairing and prepping damaged drywall for painting.
- Assists staff in troubleshooting building system problems, including but not limited to HVAC, Electrical and Plumbing systems.
- Individual shall be capable of performing all assigned tasks without direct supervision.
- Lifts objects weighing up to 45 lbs.
- Working height requirements may include working on a ladder up to 18 feet high and in lifts up to 135 feet.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of troubleshooting complex electrical distribution & control equipment.
- Capable of troubleshooting complex plumbing systems including valves, pumps, pressure reliefs, and pump stations.
- Capable of performing carpentry work including door frame install, trim work and wall framing.
- Have obtained previous certification in using boom and scissor lifts.
- Have obtained previous certification in using forklift.

MINIMUM JOB QUALIFICATIONS:

- Two-year certificate from an appropriate technical/Military school or completion of trade apprenticeship; or five years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and procedure manuals. Ability to write description of work performed on work order. Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: WAREHOUSE ASSISTANT

JOB OBJECTIVE: Performs a wide variety of tasks related to warehousing, receiving, shipping, inventory, delivery, equipment operation and general maintenance in a supply operation.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Performs physical tasks related to shipping, receiving, and inventory handling, to include stock rotation and inventory.
- Determines correct quantities, sizes, uses, etc., of a wide variety of products and assures accuracy of related paperwork.
- Sort and place materials or items on racks, shelves or in bins according to operational standards.
- Interacts with customers during merchandise pick-up and delivery. Utilizes appropriate customer service skills. Customers include vendors, OCCC staff members, and the general public.
- Maintains timely and accurate handling of paperwork, to include supply requisitions, work orders, vendor invoices, technical manuals, MSDS information, and other related forms and documents.
- Maintains safe and clean work environment by keeping shelves, pallet areas, and work stations neat and organized.
- Performs related duties as required.
- Lifts objects weighing up to 45 lbs.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Have obtained previous certification in using forklift and electric order pickers.
- Operates a variety of equipment, including pallet wrapper, power tools, and electric order pickers.
- Performs basic building maintenance work as directed that is related to warehouse building and grounds, to include janitorial functions.

MINIMUM JOB QUALIFICATIONS:

- High School graduate or equivalent and 1 year of experience in warehouse or inventory control setting.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: HVAC CONTROL OPERATOR

JOB OBJECTIVE: Conducts remote monitoring of central engineering plants and building automated systems (HVAC), providing early problem detection and remote adjustments to operating parameters for all buildings. Performs a variety of administrative functions in support of building HVAC operations.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Continuously monitors, operates, and makes adjustments as necessary to HVAC control systems.
- Start, stop, and adjust operations of all HVAC systems as requested.
- Answer radio and telephone calls as they relate to HVAC control operations.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Have previous experience in Metasys BAS (Johnson Control) and/or Honeywell EBI system.

MINIMUM JOB QUALIFICATIONS:

- High School graduate or equivalent and 2 years of experience in HVAC operations at a convention center or equivalent type of facility.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Must demonstrate computer literacy and ability to use common computer applications.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: DATA ENTRY & ADMIN PERSONNEL
--

JOB OBJECTIVE: To assist the Computerized Maintenance Management Systems Department (CMMS) with radio calls relating to maintenance issues throughout the Orange County Convention Center.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Performs data entry, administrative and clerical duties in support of CMMS staff.
- Receives work logs from Maintenance Techs and inputs on the Computerized Maintenance Management System (CMMS) software (MAXIMO).
- Ability to communicate clearly over the telephone and Motorola PTT radios.
- Prepares general, routine correspondence or spreadsheets such as memoranda, letters, contracts and forms.
- Performs clerical duties such as filing, faxing, photocopying and dispatching.
- Receives, sorts and distributes work orders and work logs.
- Compile files, maintain logs, or schedule meetings.
- Maintains filing system for section paperwork.
- Performs research, collection and analysis of data.
- Prepares documents such as statistical charts, tables and graphs for use in reports and meetings.
- Participates in emergency activities/response.
- Performs other related duties as assigned.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Previous work experience in Maximo CMMS systems
- Knowledge of maintenance processes and proper use of the work order system
- Tech savvy; tablet troubleshooting experience
- Work experience with large convention center space
- Ability to read and interpret building blueprints

MINIMUM JOB QUALIFICATIONS:

- High school diploma or equivalent
- Two years of related work experience
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Must demonstrate computer literacy and ability to use common computer applications. Can type at least 35 words per minute
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: ELECTRICAL ASSISTANT (TEMPORARY POWER)
--

JOB OBJECTIVE: Assists OCCC Electricians to prepare, set-up, and tear down temporary power from events and conventions.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Assists OCCC staff in laying out booths, running electrical cords, and picking up electrical cords.
- Loads or unloads materials up to 45 lbs.
- Working height requirements may include working on a catwalk located 44' above ground.
- Will assist OCCC staff with other duties that are assigned.

MINIMUM JOB QUALIFICATIONS:

- High school diploma or equivalent
- Ability to read, write and speak English.
- Ability to communicate effectively with building occupants and employees of OCCC.
- Ability to add, subtract, multiply and divide.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: ELECTRICAL TECHNICIAN I (TEMPORARY POWER)

JOB OBJECTIVE: Performs the installation and repair of temporary power equipment installed for the purpose of events and convention without the need of constant supervision. Receives general supervision from an OCCC designated person. Interacts on a regular basis with exhibitors and center staff to ensure the highest level of customer service.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of reading exhibitor diagrams to install temporary power for exhibitors.
- Assists staff in troubleshooting electrical issues for temporary power up to 208 Volt, 100 Amp.
- Individual shall be capable of performing all assigned tasks without direct supervision.
- Lifts objects weighing up to 45 lbs.
- Working height requirements may include working on a catwalk located 44' above ground.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERED KNOWLEDGE, SKILLS AND ABILITIES:

- Previous experience in reading and understanding exhibitor diagrams.
- Previous experience in temporary electrical panels, catwalk power, electrical distribution for in-line booths.
- Previous experience in temporary plumbing including hooking-up sinks and water heaters for exhibitors.

MINIMUM JOB QUALIFICATIONS:

- One-year certificate from an appropriate technical/Military school or completion of trade apprenticeship; or three years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: ELECTRICAL TECHNICIAN II (TEMPORARY POWER)
--

JOB OBJECTIVE: Performs the installation and repair of temporary power equipment installed for the purpose of events and convention without the need of constant supervision. Receives general supervision from an OCCC designated person. Interacts on a regular basis with exhibitors and center staff to ensure the highest level of customer service.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Capable of reading exhibitor diagrams to install temporary power for exhibitors.
- Assists staff in troubleshooting electrical issues for temporary power up to 480 Volt, 400 Amp.
- Individual shall be capable of performing all assigned tasks without direct supervision.
- Lifts objects weighing up to 45 lbs.
- Working height requirements may include working on a catwalk located 44' above ground.

NOTE: OCCC will specify skill set(s) as required when placing labor orders with the Contractor.

PREFERED KNOWLEDGE, SKILLS AND ABILITIES:

- Previous experience in reading and understanding exhibitor diagrams.
- Previous experience in temporary electrical panels, catwalk power, electrical distribution for in-line booths.
- Previous experience in temporary plumbing including hooking-up sinks and water heaters for exhibitors.

MINIMUM JOB QUALIFICATIONS:

- Three-year certificate from an appropriate technical/Military school or completion of trade apprenticeship; or five years verifiable experience in a related field.
- Ability to read, write and speak English, interpret documents such as safety rules, operating and maintenance instructions, blue prints, wiring diagrams and procedure manuals. Ability to write description of work performed on work order.
- Ability to effectively communicate with building occupants and employees at OCCC.
- Ability of add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Shall possess a valid Florida Driver's license (or State issued ID) for the duration of employment in this position.
- Willing to work in a team atmosphere and be willing to work alongside OCCC employees.

JOB TITLE: SUSTAINABILITY ASSISTANT COORDINATOR
--

JOB OBJECTIVE: Assists the Sustainability Coordinator with sustainability initiatives for the Orange County Convention Center (OCCC) that will benefit the OCCC, clients, exhibitors, attendees, employees and the environment.

Representative Duties/Assignments

- Assists the Sustainability Coordinator with implementing best practices for sustainability in areas such as energy use, renewable energy, water conservation, waste management/recycling, transportation choices, green cleaning, reusable donations and green meetings. Leads the cross functional sustainability team that will evaluate, develop, maintain and continuously improve sustainability initiatives for the OCCC and clients. Maintains sustainability data bases identifying projects and processes.
- Initiates grant applications supporting sustainability improvements funded through state or federal programs.
- Assists in the creation of sustainability informational materials that explain and encourage best environmental practices. Collaborates with clients and meeting planners to design “Green Meeting” plans related to their specific events. Provides support to the sales and event management teams to sell the Green Meetings concept.
- Develops relationships with outside parties including the national and local Green Building Council, Visit Orlando and community partners within the International Drive district to promote the area as a “green” destination. Partners with the Convene Green Alliance, EPA Wastewise, Energy Star and other sustainability alliances.
- Supports LEED certification efforts for the OCCC. Assists administration in defining goals and performance metrics, in developing the long range plan for sustainability, and in monitoring and evaluating the program. Prepares reports and implement tracking functions for LEED. Promotes LEED standards and provides staff support of LEED certified projects.
- Supports the maintenance of EMS requirements in accordance with ISO 14001. Facilitates the implementation of the EMS system throughout the OCCC.
- Assists in educating OCCC staff and service partners in best sustainable practices. Ensures sustainability policies are created and updated and are understood and followed by staff, clients and the public.
- Assists in maintaining compliance with existing environmental rules and regulations.
- Provides on-going conservation audits of the OCCC from a sustainability perspective. Identifies needs, makes recommendations, and initiates corrective action when appropriate.
- Meets the Center of Hospitality standards (CoH).
- Performs other related duties as assigned.

Minimum Qualifications

- Graduation from an accredited institution with a Bachelor’s degree in Environmental Science, Engineering, Environmental Studies, Biology or other closely related field and three years of environmental/sustainability work experience or an equivalent combination of education, training and/or experience.

- Ability to work independently.
- Ability to prioritize and multi-task. Evidence of self-motivation and problem solving. Strong organizational and time-management skills.
- Excellent written and verbal communication skills including presentation and public speaking.
- Proficient at using MS Office, Excel, and PowerPoint. Ability to work with large quantities of data and numbers in Excel.
- Excellent data collection, data entry, and data analysis skills. Ability to summarize sustainability KPIs into a report and generate graphs.
- General knowledge of sustainability and climate solutions.
- Ability to effectively collaborate with people from diverse backgrounds.
- Demonstrated commitment to environmental and sustainability issues.
- Possess and maintain a valid Florida Driver's license.
Ability to work occasional nights, weekends and holidays as required.

Preferences

- Previous experience working with Sustainable/Green Meetings and Events
- Previous experience working with waste management, including implementing composting, and other recycling practices.
- Previous experience in LEED certification.
- Previous experience in ISO 14001 certification.
- Previous experience in sustainability project management.

ATTACHMENT 2
OCCC Temporary Labor Contract –
MINIMUM PAY PER HOUR

Contract Year 2023/2024 (Base Year)

JOB TITLE	MIN. PAY PER HOUR	FORECASTED HOURS
Maintenance Assistance Personnel	\$15.00	1,000
Maintenance Technician I	\$15.00	3,000
Maintenance Technician II	\$17.00	25,000
HVAC Control Operator	\$22.00	5,000
Warehouse Assistant	\$17.00	5,000
Date Entry & Admin Personnel	\$17.00	25,000
Electrical Assistant	\$15.00	1,000
Electrical Technician I	\$16.00	1,000
Electrical Technician II	\$17.00	2,500
Sustainability Assistant Coordinator	\$20.00	5,000

Contract Year 2023/2024 (Option Year 1)

JOB TITLE	MIN. PAY PER HOUR	FORECASTED HOURS
Maintenance Assistance Personnel	\$15.00	1,000
Maintenance Technician I	\$15.00	3,000
Maintenance Technician II	\$17.00	25,000
HVAC Control Operator	\$22.00	5,000
Warehouse Assistant	\$17.00	5,000
Date Entry & Admin Personnel	\$17.00	25,000
Electrical Assistant	\$15.00	1,000
Electrical Technician I	\$16.00	1,000
Electrical Technician II	\$17.00	2,500
Sustainability Assistant Coordinator	\$20.00	5,000

Contract Year 2023/2024 (Option Year 2)

JOB TITLE	MIN. PAY PER HOUR	FORECASTED HOURS
Maintenance Assistance Personnel	\$15.00	1,000
Maintenance Technician I	\$15.00	3,000
Maintenance Technician II	\$17.00	25,000
HVAC Control Operator	\$22.00	5,000
Warehouse Assistant	\$17.00	5,000
Date Entry & Admin Personnel	\$17.00	25,000
Electrical Assistant	\$15.00	1,000
Electrical Technician I	\$16.00	1,000
Electrical Technician II	\$17.00	2,500
Sustainability Assistant Coordinator	\$20.00	5,000

EXHIBIT A

1/10th Timecard Rounding

Actual Start Time	Rounded Start Time (Tenth Hour)	Billing (Tenth Hour)
7:58 - 8:03	8:00	8
8:04 - 8:09	8:06	8.1
8:10 - 8:15	8:12	8.2
8:16 - 8:21	8:18	8.3
8:22 - 8:27	8:24	8.4
8:28 - 8:33	8:30	8.5
8:34 - 8:39	8:36	8.6
8:40 - 8:45	8:42	8.7
8:46 - 8:51	8:48	8.8
8:52 - 8:57	8:54	8.9
8:58 - 9:03	9:00	9