



**CONTRACT NO. Y20-1064
PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS
AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER**

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

1. Ordering against Contract:

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

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Orange County Convention Center
Business Division, Accounts Payable
PO Box 691509
Orlando, FL 32869-1509
Email: OCCC-AP@OCFL.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. Y20-1064, PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER - 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.

Air Centers of Florida

(COMPANY NAME)

BY:  _____ (Authorized Signatory)
 Mark Ford _____ (Name)
 Aftermarket Sales Manager _____ (Title)

DATE: 5/13/2020 _____

NOTICES: 7830 Kingspointe _____ (Address)
 _____ (Address)
 Orlando, FL 32819 _____ (City, State Zip)
 407-677-4200 _____ (Phone)
 407-790-2529 _____ (Email)

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

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

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

6. Counterpart (2):


Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1064, PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER - Term Contract.**
- B. This contract is effective **SEPTEMBER 1, 2020**, and shall remain in effect through **AUGUST 31, 2023**.
- C. The estimated contract award for the initial term of the contract is

\$915,543
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- F. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY:



Zulay Millan, CPPO, CPPB, FCCM
Assistant Manager, Procurement Division

DATE:

8/6/2020

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

ATTACHMENT 1
AIR COMPRESSOR, AIR DRYERS, AIR TANKS

Maximo Location Description	Asset Name	Equipment Description	Make / Model	Serial Number	Area Served	Served By
Air Compressors						
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIC-001	Air Compressor S1	ATLAS COPCO / GA37FF	AII380049	South Hall Floor Pockets	1GPA CKT-7
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIC-002	Air Compressor S2	ATLAS COPCO / GA37FF	AII380048	South Hall Floor Pockets	1GPA CKT-7
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIC-003	Air Compressor S3	INGERSOLL RAND / UP6-10TAS-150WD	UQ0996U09210	South Hall Floor Pockets	1GPA CKT-8
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIC-004	Air Compressor N4	ATLAS COPCO / GA37FF	AII380051	North Hall Floor Pockets	1SPA CKT-7
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIC-005	Air Compressor N5	ATLAS COPCO / GA37FF	AII3800537	North Hall Floor Pockets	1SPA CKT-7
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIC-006	Air Compressor N6	INGERSOLL RAND / UP6-10TAS-150WD	UQ0995U09210	North Hall Floor Pockets	1SLA CKT-10
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-001	Air Compressor W1	INGERSOLL-RAND / UP6-10-150	UQ0986U09209	Phase 4 Floor Pockets	1H24DP2 CKT-32, 34, 36
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-002	Air Compressor W2	INGERSOLL-RAND / SSR-EP75	F10908U95088	Phase 4 Floor Pockets	1H24DP2 CKT-19, 21, 23

Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-003	Air Compressor W3	INGERSOLL-RAND / SSR-EP75	F10907U95088	Phase 4 Floor Pockets	1H24DP2 CKT-26, 28, 30
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-004	Air Compressor W4	QUINCY / MQR325DT3HP	5100139	Phase 4 Floor Pockets	1HE24A1 CKT-7, 9, 11
Central Energy Plant 151-073 (In Central Receiving) [SB 1.013 ME & CB 1.056 ME]	5300.01-AIC-005	Air Compressor W5	QUINCY / 350ST00071	20080723-0166	CEP Chillers & Dampers	1H21M1 CKT-8, 10, 12
Electrical #26 Room 152-059 (In Central Receiving, Next to CEP) [CB 1.057]	5300.01-AIC-006	Air Compressor W6	QUINCY / QT15	6015113	CEP Chillers & Dampers	CHE1 CKT-14, 16, 18
North Energy Plant 255-033 (NEP) (Behind West Subcontractor (Phase 2) Kitchen)	5300.01-AIC-007	Air Compressor W7	INGERSOLL-RAND / R55I-A125	VK2685U14200	Phase 2 Floor Pockets	LP6 CKT-70
Mechanical / Air Compressor Room 352-020C (Inside Mechanical Room 352-020 In Front of AHU 3-06, Off the South Walkover) [CB 3.020 EQ]	5300.01-AIC-008	Air Compressor W8	INGERSOLL-RAND / SSREP75	F9571U94075	Phase 1 & 3 Floor Pockets	3CS2 CKT-7
Mechanical / Air Compressor Room 352-020C (Inside Mechanical Room 352-020 In Front of AHU 3-06, Off the South Walkover) [CB 3.020 EQ]	5300.01-AIC-009	Air Compressor W9	INGERSOLL-RAND / UP6-10-150	UQ0987U09209	Phase 1 & 3 Floor Pockets	3CH2 CKT-19, 21, 23

Mechanical / Air Compressor Room 352-020C (Inside Mechanical Room 352-020 In Front of AHU 3-06, Off the South Walkover) [CB 3.020 EQ]	5300.01-AIC-010	Air Compressor W10	SULLIVAN PALATEK / 75UDGK-WC	13080200005	Phase 1 & 3 Floor Pockets	3CS2 CKT-10
Mezz M2 Mechanical Room M254-004 (Above Dock 6, Off Elevator 10 & Staircase 87)	5300.01-AIC-011	Air Compressor W11	QUINCY / QT7CCDT00032	200708100161	AHU 011, 012 & Phase 1	L3D CKT-22, 24, 26
Air Tanks						
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIT-001	Air Tank N1	Silven Industries / D 30 G 240	374333	North Hall Floor Pockets & Risers	Air Compressor N4, N5, N6
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIT-002	Air Tank S1	Silven Industries / D 30 G 240	374337	South Hall Floor Pockets & Risers	Air Compressor S1, S2, S3
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIT-001	Air Tank W1	STEEL FAB / A10056X	763972	Phase 4 Floor Pockets	Air Compressor W1-W4
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIT-002	Air Tank W2	STEEL FAB / A10056X	763976	Phase 4 Floor Pockets	Air Compressor W1-W4
Electrical #26 Room 152-059 (In Central Receiving, Next to CEP) [CB 1.057]	5300.01-AIT-003	Air Tank W3	Manchester Tank / MAW9200PSI	543067	CEP Chillers & Dampers	Air Compressors W6

Tangerine Ballroom Corridor (Behind Hall F / Tangerine Ballroom) Level 2	5300.01-AIT-004	Air Tank W4	STEEL FAB / A10131	758947	Phase 2 Floor Pockets	Air Compressors W7
Mechanical Room 352-020 (AHU 3-01 - 311) (Next to Staircase 91 & South Walkover)	5300.01-AIT-005	Air Tank W5	STEEL FAB / A10131	854178	Phase 1 & 3 Floor Pockets	Air Compressors W12, W13, W14
Mechanical (Compressor) Room 352-020C (Inside Mechanical Room 352-020) [CB 3.020 EQ]	5300.01-AIT-006	Air Tank W6	STEEL FAB / A10131	85874	Phase 1 & 3 Floor Pockets	Air Compressors W12, W13, W14
Air Dryers						
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AID-001	Air Dryer W1	INGERSOLL-RAND / NVC800W40N	554542-2M314	Phase 4 Floor Pockets	Air Tank W1, W2
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AID-002	Air Dryer W2	INGERSOLL-RAND / NVC800W40N	554542-1M314	Phase 4 Floor Pockets	Air Tank W1, W2
North Energy Plant 255-033 (Next to Subcontractor Phase 2 Kitchen) [NH 2.027 ME]	5300.01-AID-003	Air Dryer W3	INGERSOLL-RAND / NVC400A40N	551861-M214	Phase 2 Floor Pockets	Air Tank W4
Mezz Room M254-006 (Above Dock 6, Off Elevator 10)	5300.01-AID-004	Air Dryer W4	Deltech / HT15	02FHT 2711	AHU 011, 012 & Phase 1	Small Tank on Air Compressor W11
Mechanical (Compressor) Room 352-020C (Inside Mechanical Room 352-020) [CB 3.020 EQ]	5300.01-AID-005	Air Dryer W5	ZEKS Compressed Air Solutions / 800HSFW400	278099	Phase 1 & 3 Floor Pockets	Air Tank W6

BID RESPONSE FORM
IFB #Y20-1064-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.

PREVENTATIVE MAINTENANCE:

ITEM NO.	EQUIPMENT	NUMBER OF UNITS	QUARTERLY FREQUENCY	TOTAL ESTIMATED QUANTITY	UNIT PRICE	= ANNUAL ESTIMATD BID
1.	Compressors	17	x 4	= 68	x \$ <u>981.00</u> /qtr	= \$ <u>66,708.00</u>
2.	Dryers/Tanks	13	x 4	= 52	x \$ <u>136.50</u> /qtr	= \$ <u>7,098.00</u>
TOTAL ESTIMATED BID (Lines 1-2):						\$ <u>73,806.00</u>

ADDITIONAL WORK/REPAIRS

ITEM NO.	DESCRIPTION	TOTAL ESTIMATED QUANTITY	UNIT PRICE	= ANNUAL ESTIMATD BID
3.	On-Call Repairs (Standard Work Hours)	1000/hrs	x \$ <u>115.50</u> /hr	= \$ <u>115,500.00</u>
4.	On-Call Repairs (Non-Standard Work Hours)	250/hrs	x \$ <u>173.25</u> /hr	= \$ <u>43,312.50</u>

ITEM NO.	DESCRIPTION	QTY	+/-	UNIT PRICE (Percent)	ANNUAL ESTIMATED BID
5.	Parts/Materials Actual Cost with percent mark-up or mark-down on the actual cost (3rd party documentation required). <i>Calculate as follows: Example: If the mark-up is 10% your calculation should be \$45,000 + 10% = \$49,500 OR If the mark-down is 10% your calculation should be \$45,000 - 10% = \$40,500</i>	\$45,000	+/-	<u>1.25</u> % <input checked="" type="checkbox"/> Markup <input type="checkbox"/> Mark Down	= \$ <u>56,250.00</u>
6.	Unforeseen Fees (freight, sales tax, etc)				\$ <u>2,000.00</u>

Air Centers of Florida Inc.

Company Name

(BID RESPONSE FORM CONTINUED)

ITEM NO.	DESCRIPTION	QTY	+/-	UNIT PRICE (Percent)	ANNUAL ESTIMATED BID
7	Rental Equipment Cost with percent mark-up or mark-down on the actual cost (rental cost documentation required). Calculate as follows: Example: If the mark-up is 10% your calculation should be \$25,000 + 10% = \$27,500 OR If the mark-down is 10% your calculation should be \$25,000 - 10% = \$22,500	\$25,000	+/-	$\frac{0}{100} \% =$ <input type="checkbox"/> Markup <input type="checkbox"/> Mark Down	\$ <u>25,000</u>

TOTAL ESTIMATED ANNUAL BID (LINES 1-7): \$ 315,868.50

X 3 Years

TOTAL ESTIMATED THREE-YEAR BID \$ 947,605.50

Air Centers of Florida Inc.
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 one (1) 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: Air Centers of Florida, Inc.

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

TIN#: 59-2782766 D-U-N-S® # 175829472

7830 Kingspointe Parkway Orlando
(Street No. or P.O. Box Number) (Street Name) (City)

Orange Florida 32819
(County) (State) (Zip Code)

Contact Person: Mark Ford

Phone Number: 407-790-2522 Fax Number: 407-677-6755

Email Address: m.ford@acfpower.com

EMERGENCY CONTACT

Emergency Contact Person: Dave Voelker

Telephone Number: 813-621-9671, ext 115 Cell Phone Number: 813-267-4654

Residence Telephone Number: _____ Email: d.voelker@acfpower.com

ACKNOWLEDGEMENT OF ADDENDA

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

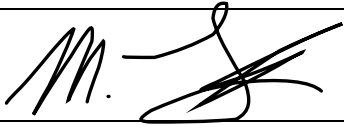
Addendum No. ^{Y20-1064;} Add#1, Date 5/26/2020 Addendum No. _____, Date _____

Addendum No. ^{Y20-1064-AV;} Add#2, Date 5/26/2020 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
Mark Ford	Aftermarket Sales Manager	407-790-2529	m.ford@acfpower.com

	5/13/2020
(Signature) Aftermarket Sales Manager	(Date)
(Title) Air Centers of Florida, Inc.	
(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, FL
 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: 59-2780766

* *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*

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-1064, PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER - 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.

Air Centers of Florida

(COMPANY NAME)

BY:



(Authorized Signatory)

Mark Ford

(Name)

Aftermarket Sales Manager

(Title)

DATE:

5/13/2020

NOTICES:

7830 Kingspointe

(Address)

(Address)

Orlando, FL 32819

(City, State Zip)

407-677-4200

(Phone)

407-790-2529

(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.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AIR CENTERS OF FLORIDA, INC.

2 Business name/disregarded entity name, if different from above
AIR CENTERS OF FLORIDA, INC.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9311 SOLAR DRIVE

6 City, state, and ZIP code
TAMPA, FLORIDA 33619

7 List account number(s) here (optional)

Requester's name and address (optional)
Orange County Commission

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

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

or

Employer identification number

5	9								
		2	7	8	0	7	6	6	

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Susan Wentzel* Date ▶ *5/13/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

May 18, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y20-1064; ADDENDUM # 2

PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER

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~~.

The deadline for responding to this invitation for bids remains Thursday, May 28, 2020 at 4:00PM EST.

A. Questions and Answers

- a. Question: Is there any requirement to use OEM filtration or lubricant on any of the equipment listed on this bid? May the use of aftermarket parts be acceptable?

Answer: Yes. Only OEM filtration and lubricants are allowed.

- b. Question: Is there any equipment currently using food grade lubricant?

Answer: No. Equipment does not use food grade lubricants.

B. ACKNOWLEDGEMENT OF ADDENDA

- a. 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.
- b. All other terms and conditions of the IFB remain the same.
- c. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm

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

**INVITATION FOR BIDS
Y20-1064, PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR
COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION
CENTER
ADDENDUM NO. 1**

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

- A. THE DEADLINE FOR RESPONDING TO THIS INVITATION FOR BIDS IS CHANGED TO THURSDAY, MAY 28, 2020 AT 4:00PM EST.**

IMPORTANT NOTICE:

ELECTRONIC SUBMISSIONS WILL BE ACCEPTED BY THE COUNTY

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

- B. A PUBLIC OPENING OF ALL RESPONSES TO THIS INVITATION FOR BIDS WILL BE HELD ON FRIDAY, MAY 29, 2020.**

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

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

C. ACKNOWLEDGEMENT OF ADDENDA

Y20-1064, Preventative Maintenance and Operations of Air Compressors and Dryers for the Orange County Convention Center

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

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

3. Receipt acknowledged by:

Authorized Signature

Date

Title

Name of Firm



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

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

**INVITATION FOR BIDS #Y20-1064-AV, PREVENTATIVE MAINTENANCE AND
OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY
CONVENTION CENTER
TERM CONTRACT**

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at:
<https://app.negometrix.com/buyer/691>

BID SUBMISSION DUE DATE:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

Sealed bid offers for furnishing the above will be accepted up to **5:00 PM (local time), Thursday, May 28, 2020**, via the electronic portal referenced above, or in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

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 **Thursday, May 14, 2020** 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 sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

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

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

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

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County’s Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County’s opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities

of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. 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

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

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

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 may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

ORANGE COUNTY PROCUREMENT DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

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

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

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. 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.

44. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

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

45. 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.

46. 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.

47. SCRUTINIZED COMPANIES

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

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

48. 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. **AWARD**

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

5. **POST AWARD MEETING**

Within **five** (5) 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 **one (1)** 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 **one (1)** 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 twenty-four (24) 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 one (1) 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. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 3. The primary route of entry and symptoms of over exposure.

- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

11. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

12. CODES AND REGULATIONS

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

13. 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
Email: OCCC-AP@OCFL.NET

A valid invoice shall include the following:

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

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.

14. DEBRIS

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

15. **SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

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

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

16. **INSURANCE REQUIREMENTS**

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

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

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

(Note: State licenses can be checked via www.floir.com/companysearch/ 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 \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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>

17. CONTRACT TERM/RENEWAL

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

- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

18. PRICING

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

19. PRICE ESCALATION/DE-ESCALATION (CPI)

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

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

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

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

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

CPI-U Calculation Example:

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

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

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

20. 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.

21. ATTACHMENTS

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

- A. Attachment 1 – Air Compressors, Air Dryers, Air Tanks

22. 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.

23. 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.

24. 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.

25. 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.

26. 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
SCOPE OF SERVICES**

SCOPE OF SERVICES

The Orange County Convention Center (OCCC) is a high profile Convention Center requiring Four Diamond level of support services. Four Diamond facilities as defined by AAA are establishments that are upscale in all areas. Accommodations are progressively more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service and attention to detail. As it pertains to Compressor and Dryer/Tank services, this requires comprehensive services to ensure that all compressors and dryers/tanks and related equipment/systems throughout the OCCC are maintained in an appropriate manner so as to enhance the OCCC's services to those groups and companies that utilize the OCCC for conventions, meetings, meals, and other assorted events.

OCCC is responsible for ensuring the proper maintenance and operation of approximately seven (7) million square feet of meeting room, offices, exhibit space and other associated structures throughout the OCCC campus.

To fulfill these requirements, the OCCC desires to enter into a contract with a Contractor(s) to provide Comprehensive Compressor and Dryer/Tank Maintenance and Services for use throughout the OCCC.

Contractor shall provide work and materials, collectively "Services", at time or times further specified and described in other provisions of this Contract. "Services" shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under the Contract or reasonably inferred whether or not expressly stated herein.

The OCCC reserves the right to inspect any potential vendor's equipment, inventories, personnel, location(s) before an award is made, to verify that the potential vendor has the ability to properly service the OCCC's requirements.

1. DESIGNATED REPRESENTATIVE

The OCCC representative will be the Assistant Director, Operations or designee. After contract award, questions regarding this scope of services shall be directed to them. Contract related questions shall be referred to the Administrative Supervisor or the Contract Management Administrator.

This shall be a performance based contract. The lack of inspections by the OCCC or any error or omission in this scope of services shall not relieve the Contractor of its obligation to perform services in accordance with generally accepted industry standards.

2. GENERAL INFORMATION

A. Hours of Performance:

1. Standard Hours: Standard working hours are Monday through Friday, 6:00 AM to 5:59 PM, excluding Orange County Holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day) .

2. Non-Standard Hours: Non-standard working hours are all hours Monday through Friday, 6:00 PM to 5:59 AM, weekends, and Orange County holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day). The Contractor shall provide a 24-hour point of contact for Non-Standard working hours.

The Contractor shall work with the OCCC Representative with regard to the effective scheduling of the services under this contract. This schedule may be subject to change, based on OCCC Show Schedules. Any requests for changes to this schedule will be made in a timely manner, so as to enable the Contractor to effectively schedule their employees.

The County reserves the right to require quarterly inspections to be scheduled during non-standard hours at no additional cost.

- B. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the OCCC and to perform its activities so as not to disrupt, unreasonably interfere with or delay the operations or activities of the OCCC.
- C. Each of the Contractor's motor vehicles brought onto the OCCC's property shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- D. TRAVEL/MILEAGE COSTS

The Contractor shall be responsible for all of its travel and per diem costs to and from the OCCC. Travel time shall not be included when quoting and or invoicing for as-needed or emergency repairs and shall not be compensated by the County under any circumstances. Chargeable hours for repairs start when arriving at OCCC.

The Contractor shall be responsible for providing transportation, both equipment and labor, (through the use of trucks, vans, or utility vehicles, such as tugs or golf carts) to and from any job site daily within the OCCC campus. Only electric utility vehicles, such as tugs or golf carts will be permitted in the OCCC buildings. The Contractor shall be responsible for the maintenance, upkeep, fuel, insurance and any other expenses incurred for the vehicles used to transport Contractor's personnel throughout OCCC. OCCC will coordinate parking and storage of utility vehicles with the Contractor. OCCC will reserve the right to move said parking and storage area as needed to meet operational requirements of OCCC.

3. CONTRACTOR PERSONNEL

- A. All Contractor employees shall be able to communicate, understand and follow written and verbal instructions in English and be able to identify and understand all signs and notices in and/or around the OCCC.
- B. Five days after notification of award the Contractor shall provide a list of personnel, by name and title, contemplated to perform the work. Include copies of relevant

certifications and training received from manufacturers, national associations, and/or trade schools for service technicians. Provide proof the technicians assigned to this contract have a minimum of three (3) years' experience performing similar work. Contractor shall provide copies of factory-trained service technicians certifications for technicians assigned to perform repairs and/or preventative maintenance for Ingersoll Rand, Atlas Copco, and Quincy compressors and dryers/tanks.

- C. Supervision of Personnel: The Contractor shall be responsible for the supervision and execution of "Services" by its employees. The Contractor shall notify OCCC of the name of such Manager responsible for "Services" and Manager shall have the authority to act as Contractor's agent. The Regional Manager shall notify OCCC of site inspection and provide OCCC with written and electronic confirmation of findings. The Contractor shall have sole responsibility for means, methods, techniques, procedures, safety precautions or employment practices in connection with Contractor's performance of "Services."

Additionally, the Contractor shall identify a lead person or supervisor with whom the OCCC Representative may consult regarding contract performance.

- D. The Contractor shall ensure that each of its employees are properly qualified and will use reasonable care in the performance of "Services." If OCCC, in OCCC's sole opinion determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this Contract by performing unsatisfactory "Services," interfering with operation of OCCC, bothering or annoying any occupants, other contractors or subcontractors then at OCCC, or that such actions or conduct is otherwise detrimental to OCCC, then upon OCCC's written notice, the Contractor shall immediately provide qualified replacement.
- E. All personnel provided by the Contractor, whether employees of the Contractor or sub-contractors, shall be competent, experienced, courteous, properly dressed with shirt displaying the company name/logo, photo ID badge provided by the Contractor and skilled in the preventative maintenance and repair of compressors and dryers/tanks. The Contractor shall ensure that all employees prominently wear the ID badge on the front of his or her uniform at all times when on OCCC property. Contractor's personnel shall wear appropriate safety shoes during the performance of services under this contract. While working on OCCC property, all the Contractor's employees shall wear neat-appearing uniforms with company logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA and picture ID.
- F. The County reserves the right of approval of any and all Contractor employees and the right to request the removal of any employee. The Contractor agrees to promptly reassign any employee whose performance or behavior the OCCC finds unsatisfactory. In the event of a removal, the employee shall not be returned without the prior approval of the OCCC. If an employee is noted as Do Not Return (DNR'd), that employee shall not return to OCCC for any reason.
- G. The Contractor and their workers shall comply with OCCC Policies and Procedures while on premises. These are available on the OCCC website. The Contractor's workers shall not remove any item such as giveaways, purchased items, trash or

leftovers from OCCC property. The Contractor shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from tenants, customers or other persons at the OCCC. The Contractor shall be responsible for ensuring that all articles found by its employees on the Center's premises are turned over to the OCCC's designated representative in charge of such articles.

- H. A valid Florida driver's license (Commercial Driver's License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the OCCC's property. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies name and logo.
- I. All maintenance personnel, including subcontractors, must identify themselves upon arrival on site and prior to beginning work and upon completion of work and leaving site. Contractor employees shall report to designated OCCC personnel upon arrival and departure from property in the performance of "Services."

J. **SUBCONTRACTORS AND SUPPLIERS**

Unless first approved in writing by OCCC, Contractor shall have no authority to engage any subcontractors or other parties to perform "Services." Neither OCCC approval nor designation of any subcontractors or suppliers nor failure of performance thereof by such parties, shall relieve, release or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

4. SAFETY

- A. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements.
- B. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- C. All equipment used in the performance of these services shall be properly maintained and subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the County's premises.
- D. Any damage to OCCC facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor.
- E. If certification (such as OSHA) is required for operation of any equipment used by the Contractor's employees, the Contractor shall ensure that all certifications are complete and up to date. All Contractor employees shall have copies of their equipment certification on their person when working at OCCC, and shall produce this certification upon request from OCCC employees.

5. PERFORMANCE

- A. All maintenance and repair work shall be scheduled to provide the least inconvenience to building occupants, events and visitors.
- B. All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the (1) industry, (2) equipment manufacturer, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes.
- C. All service visits shall be coordinated with the OCCC Representative.
- D. Standards of Conduct
 - 1. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity.
 - 2. The Contractor's employees shall not be in OCCC private offices without express permission of OCCC personnel, nor shall they disturb papers on desks, open desk drawers or cabinets, or use Orange County telephones, computer equipment, copiers, or printers, except as authorized. OCCC reserves the right to request removal of Contractor's employees that do not observe the standards of conduct.
- E. Non-interference with OCCC Business
 - 1. The Contractor will be notified by the OCCC Representative as to the manner of starting the work so as to cause a minimum of interference.
 - 2. The work shall be performed in such a manner that there will be no interruption or interference with the proper execution of OCCC business. Verbal interaction between Contractor's employees and building occupants shall be kept to a minimum.
 - 3. The Contractor agrees to alter work methods, schedules and procedures if OCCC Representative determines that they are detrimental to County operations.
- F. Cooperation with Other Contractors

If any other contractors are on the same job-site conducting work, the OCCC Representative will inform the Contractor. The Contractor shall cooperate with and ensure non-interference of any other work being performed at the job site by other contractors.

6. SECURITY AND IDENTIFICATION

- 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 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 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. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies name and logo.

- D. 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.

- E. OCCC Photo Identification Badges will be issued 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 OCCC. Each lost and/or misplaced badge will result in a \$25.00 replacement fee, payable to the OCCC. 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. There will be a \$35 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 all the core changes. Core changes are \$35 per core.

7. **PARKING**

The OCCC will identify locations where Contractor vehicle parking is available. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified.

8. **QUARTERLY INSPECTIONS FOR COMPRESSORS AND DRYERS/TANKS ("SERVICES")**

A. Contractor's Responsibilities for Quarterly Inspections

The Contractor shall provide work and materials, collectively referenced as "Services," at time or times further specified and described in other provisions of this Contract. "Services" shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Contract or reasonably inferred whether or not expressly stated herein. "Services" shall be performed by the Contractor as follows:

1. Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency, and in conformance with all applicable original manufacturer's specifications.
2. In conformance with OCCC rules, regulations and requirements for work at the OCCC, as modified and supplemented during term of this Contract.
3. In such manner as to minimize any annoyance, interference, or disruption to occupants of OCCC and their invitees.
4. In conformance with all other provisions of this Contract.

All work shall be performed by qualified, careful and efficient employees in conformity with best industry practices and to OCCC satisfaction.

The Contractor shall facilitate quarterly inspections to maximize equipment life and beneficial usage of the equipment covered by this Contract. The Contractor expressly acknowledges that OCCC is relying on Contractor's professional expertise in performance of "Services" to achieve desired results.

The Contractor shall accept the equipment in "as is" condition.

B. Materials included in Quarterly Inspections:

"Services" shall include all materials. The term "materials" shall include all tangible property, whether designated as materials, goods, parts or otherwise. All such "materials" shall be as follows:

1. New, as specified herein.

2. Good quality and suitable for their intended uses. Utilize original equipment manufacturers' materials, goods or parts, for all renewal, replacement, repair, and lubrication procedures.

C. Scheduling, Inspection, Clean-Up Acceptance

The Contractor shall coordinate with and follow the directives of OCCC with respect to scheduling "Services" and any deliveries hereunder. Contractor shall comply with OCCC requirements for clean-up using appropriate containers supplied by Contractor. Contractor shall repair any damage to OCCC and adjacent areas caused by "Services". Payment for "Services" shall not be deemed acceptance of defective, deficient or non-conforming "Services." OCCC shall have full access to inspect "Services" at all times.

D. Protection of Persons and Property

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with "Services" and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of OCCC, OCCC Property, OCCC tenants, OCCC employees, Contractor's employees, and other persons on or about OCCC.

9. SCOPE OF WORK- QUARTERLY INSPECTIONS - "SERVICES"

Contractor shall be responsible for execution of "Services" included in this Contract as follows:

A. Quarterly Inspections for compressors shall include the following specifications:

1. Oil:
 - a. Check levels; sample oil for analysis or change (synthetic oil only)
 - b. Inspect for varnish, sludge, or any damage due to overheat
 - c. Inspect oil system for leaks, hose and fittings quality
2. Oil Filter:
 - a. Clean (strainer only) and/or change
 - b. Check for gasket quality and leaks
 - c. Check the differential oil pressure over the oil filter
 - d. Check the oil lines and gauges
3. Bearing Filter:
 - a. Change as required
 - b. Inspect during preventative maintenance
4. Sump Return Line and Strainer:
 - a. Check for proper installation and test the working condition
 - b. Inspect the check valve and strainer, clean or replace during quarterly inspections or as required.
 - c. Replace all in line filters bi-annually, to include dating new filters.
5. Air Intake Filter

- a. Check the pressure differential and/or change
6. Cooling System
 - a. Check for dirty fins (air cooled) or plugged tubes (water cooler)
7. Control System
 - a. Check visual operation and wear, clean regulators, check for plugged feed line and/or set pressure
 - b. Calibrate transducers
 - c. Inspect solenoid valves
 - d. Remove and clean modulation valve
8. Spiral Valve/Turn Valve/PowerSync:
 - a. Check, clean, lube and calibrate as required.
9. Spiral Valve/Turn Valve/PowerSync control system:
 - a. Check system
 - b. Check regulator, remove, clean and adjust
 - c. Synchronize the spiral valve/turn valve/PowerSync to work with the inlet valve for maximum efficiency
10. Inlet Valve:
 - a. Check, clean, or adjust if required.
 - b. Check control system, adjust regulator
11. Air/Oil Separator Condition:
 - a. Change as necessary or at proper intervals
12. High Discharge Temperature Circuit Board Test:
 - a. Check (Thermistor type only) every six (6) months unless otherwise noted.
13. Minimum Pressure Valve:
 - a. Remove, inspect, clean, lube, rebuild if necessary
 - b. Check for sump high pressure at start and inside leak when compressor runs unloaded
14. Relief Valve
 - a. Valve may be tested for proper operation (must be removed)
15. Electric Motor:
 - a. Check and lube at proper intervals
16. Electrical:
 - a. Check and record amps, volts (loaded and unloaded)
 - b. Inspect starter contactors and over loads
 - c. Inspect low voltage, control voltage, transformer and alarm system
 - d. Inspect controller for proper value recording and operation
 - e. Check starter box electrical connections
 - f. Inspect all sensors, pressure, temperature and high temperature shut down

18. Transmission:
 - a. Check belts (if equipped)
 - b. Check coupling and inserts
 - c. Check gear operation

19. Visual Inspection:
 - a. Visual inspection of compressor for oil/air leaks
 - b. Provide recommendation for better performance

All compressed air piping, manual drains, electronic drain valves (EDV) and Ingersoll Rand Zero Loss drains (less than 9) are to be maintained in accordance with manufacturer's recommendations.

- B. Quarterly Inspections for dryers/tanks shall include the following specifications:
1. Component Inspections and service every three (3) months
 2. Lubricate all oil ports for fan motors every three (3) months
 3. Cleaning of condenser to include cleaning/replacement of ambient air filter if required every three (3) months
 4. Solenoid drains removed and cleaned from debris every three (3) months
 5. Check for proper operation and cleanliness of unit by removing drain and design shell (if applicable) on annual basis
 6. Clean all sensor tube plate with contact spring from foreign matter every three (3) months
 7. Replace panel filter element on annual basis
 8. Change filter elements as indicated on pressure differential gauge
 9. Change carbon elements every three (3) months
 10. Inspect Exterior of tanks for leaks.
 11. Evaluate tanks for proper insulation.
 12. Inspect Temperature gauges of tanks
 13. Inspect ground wiring of tanks
- C. For each quarterly inspection for compressors and dryers/tanks, the Contractor shall provide a written report recording the services performed, the measurements taken, and any equipment performance related observations, problems, and recommendations
- D. No parts or equipment required by "Services" may be removed from the Property without written approval of OCCC.

E. RESPONSE TIMES

Timely performance is of the essence in the award of this Invitation for Bids.

The Contractor shall respond within one (1) hour from notification for repair or emergency. Performance shall be within twenty-four (24) hours from receipt of delivery order. The Contractor shall provide emergency repair services twenty-four (24) hours a day, seven (7) days a weeks, as requested by the Convention Center.

F. EQUIPMENT LIST

Compressor and dryers/tanks at OCCC are in attachment 1.

G. The OCCC reserves the right to add new like equipment during the course of the contract.

10. ADDITIONAL WORK/REPAIRS

As required, the Contractor shall provide additional work/repairs based on the Bid Sheet. Pricing for such Additional Work shall be obtained prior to commencement of the work. Costs associated with such Additional Work shall be submitted by invoices separately from quarterly inspections invoices.

Chargeable hours for repairs start when arriving at site and only for hours actually worked (Contractor employees shall not be paid for lunch breaks).

The Contractor shall submit, with its invoices for Additional Work, a copy of the service receipt along with a description of the work performed with the date and time. Service tickets must be signed by an authorized OCCC representative at the time the Additional Work is performed. Failure to obtain an authorized signature may result in denial of payment for work covered by the service ticket.

Contractor shall submit to the OCCC copies of manufacturer or distributor's invoices for parts and materials supplied. This documentation shall be used as the basis for the Contractor's mark-up as invoiced. Freight and sales tax will not be subject to mark-up.

On the cooling system (compressors only), OCCC may request the air cooled after coolers be pressure-washed as often as required depending on the environmental condition or at a minimum once a year. Water cooled after coolers should be inspected bi-annually and cleaned as required. This will be considered additional work and shall be quoted and invoiced separately, as needed.

11. RENTAL EQUIPMENT

Subcontractor or awarded Contractor shall provide rental equipment to the OCCC. Rental of air compressors to support large events at OCCC between 100hp and 200hp shall include labor, delivery charges, environmental fees, insurance, hoses and connections in the rental fee (no additional charges). OCCC will provide power and other necessary connections. Contractor shall provide copy of invoice from the subcontractor or awarded vendor to verify cost charged to OCCC before mark-up or mark-down, the percent, and the final rental invoiced amount.

12. INVOICES AND PAYMENTS

The OCCC will normally issue one Yearly Delivery Order for routine quarterly inspections and one Delivery Order for an estimated amount of Additional Maintenance/Repairs. The Contractor shall reference the contract number as well as the applicable Delivery Order number on all of its invoices.

Quotes for Additional Maintenance/Repairs shall be provided to OCCC representative prior to commencing any work.

Formatting for line item quotes and invoicing shall be reflective of bid form and Delivery Order when issued.

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)
- Line items per the delivery order
- Service location

For parts costs, if the cost is a markup from original cost, the vendor shall provide a copy of the invoice where they purchased the part. If the cost is a markdown, the Vendor shall provide a copy of a catalog page or other proof of list price.

- B. Emergency and “as-needed” services/work shall be invoiced separately. Invoices shall itemize labor per contract pricing.
- C. The Contractor shall provide a copy of the work order and service ticket with the invoice for verification of actual labor hours used on the job. Only properly documented on-site time will be compensated.
- D. The County shall review invoices for required information. The County shall have the authority to reject an invoice based on improper invoice format.
- E. Contractor shall not invoice the County for any services not accepted by the County. Should the County receive such invoices, they shall be rejected.
- F. Unless otherwise authorized by the corresponding department in writing, providing invoices and back-up documentation via e-mail and/or fax is not allowed.
- G. 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.

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**
(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

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

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

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

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: ANA VILLALONA
IFB NUMBER: Y20-1064-A V
TITLE: PREVENTATIVE MAINTENANCE AND
OPERATIONS OF AIR COMPRESSORS AND
DRYERS FOR THE ORANGE COUNTY
CONVENTION CENTER

BID DUE DATE: _____

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

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.
- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>
- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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

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

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

- [] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for five (5) years’ experience in work **substantially similar to preventative maintenance and operations of air compressors and dryers in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

1. Service response onsite time of one (1) hour.

2. Services provided for facilities similar in size to a convention center, airport, or sport arena.
3. Services provided for preventative maintenance of Ingersoll Rand, Atlas Copco, and Quincy compressors and dryers/tanks.
4. Services provided with sufficient manpower and equipment resources to respond to multiple concurrent requests for repairs and services.

2. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein and is available to be on-site at the Orange County Convention Center within one (1) hour after notification by a County representative.

(Required)

3. Contractor shall provide a copy of certification to prove that they are an authorized repair facility for at least one major compressor/dryer/tank system manufacturer.

(Required)

4. Bid Response Form

(Required)

5. Acknowledgement of Addenda

(Required if Applicable)

6. Authorized Signatories/Negotiators

(Required)

7. Drug-Free Workplace

(Required)

8. Schedule of Sub-contracting

(Required if Applicable)

9. Conflict/Non-Conflict of Interest Form

(Required)

10. E-Verification Certification

(Required)

11. Current W9

(Required)

12. Relationship Disclosure Form

(Required to be Submitted and Notarized)

13. Orange County Specific Project Expenditure Report.

(Required to be Submitted and Notarized)

14. Agent Authorization Form

(Submit if Applicable)

- 15. Leased Employee Affidavit
(Submit if Applicable)
- 16. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)
- 17. Contract Y20-1064, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

**BID RESPONSE FORM
IFB #Y20-1064-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.

PREVENTATIVE MAINTENANCE:

ITEM NO.	EQUIPMENT	NUMBER OF UNITS	QUARTERLY FREQUENCY	TOTAL ESTIMATED QUANTITY	UNIT PRICE	= ANNUAL ESTIMATED BID
1.	Compressors	17	x 4	= 68	x \$_____/qtr	= \$_____
2.	Dryers/Tanks	13	x 4	= 52	x \$_____/qtr	= \$_____
TOTAL ESTIMATED BID (Lines 1-2):						\$_____

ADDITIONAL WORK/REPAIRS

ITEM NO.	DESCRIPTION	TOTAL ESTIMATED QUANTITY	UNIT PRICE	= ANNUAL ESTIMATED BID
3.	On-Call Repairs (Standard Work Hours)	1000/hrs	x \$_____/hr	= \$_____
4.	On-Call Repairs (Non-Standard Work Hours)	250/hrs	x \$_____/hr	= \$_____

ITEM NO.	DESCRIPTION	QTY	+/-	UNIT PRICE (Percent)	ANNUAL ESTIMATED BID
5.	Parts/Materials Actual Cost with percent mark-up or mark-down on the actual cost (3rd party documentation required). <i>Calculate as follows: Example: If the mark-up is 10% your calculation should be \$45,000 + 10% = \$49,500 OR If the mark-down is 10% your calculation should be \$45,000 - 10% = \$40,500</i>	\$45,000	+/-	_____% <input type="checkbox"/> Markup <input type="checkbox"/> Mark Down	= \$_____
6.	Unforeseen Fees (freight, sales tax, etc)				<u>\$2,000.00</u>

Company Name

(BID RESPONSE FORM CONTINUED)

ITEM NO.	DESCRIPTION	QTY	+/-	UNIT PRICE (Percent)	ANNUAL ESTIMATED BID
7	Rental Equipment Cost with percent mark-up or mark-down on the actual cost (rental cost documentation required). Calculate as follows: Example: If the mark-up is 10% your calculation should be \$25,000 + 10% = \$27,500 OR If the mark-down is 10% your calculation should be \$25,000 - 10% = \$22,500	\$25,000	+/-	_____% = <input type="checkbox"/> Markup <input type="checkbox"/> Mark Down	\$ _____

TOTAL ESTIMATED ANNUAL BID (LINES 1-7): \$ _____

X 3 Years

TOTAL ESTIMATED THREE-YEAR BID \$ _____

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 one (1) 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 three (3) clients with a minimum of five (5) years' experience during the past ten (10) years for which you provided a comparable amount of goods or services for preventative maintenance and operations of air compressors and dryers substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y20-1064-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.Y20-1064-AV

I hereby certify that I will utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y20-1064-AV, PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

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

Personally Known; OR
Produced Identification. Type of identification produced:_____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

**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.

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

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

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

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

6. Provide a copy of the joint venture's written contractual agreement.

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

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

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

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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

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

AFFIDAVIT

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

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



**CONTRACT NO. Y20-1064
PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS
AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER**

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

1. Ordering against Contract:

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

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Orange County Convention Center
Business Division, Accounts Payable
PO Box 691509
Orlando, FL 32869-1509
Email: OCCC-AP@OCFL.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. Y20-1064, PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

(Name)

(Title)

DATE: _____

NOTICES: _____ (Address)

(Address)

(City, State Zip)

(Phone)

(Email)

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

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

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

6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1064, PREVENTATIVE MAINTENANCE AND OPERATIONS OF AIR COMPRESSORS AND DRYERS FOR THE ORANGE COUNTY CONVENTION CENTER - Term Contract.**
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
- C. The estimated contract award for the initial term of the contract is

\$ _____
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Name, Title
Procurement Division

DATE: _____

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

ATTACHMENT 1
AIR COMPRESSOR, AIR DRYERS, AIR TANKS

Maximo Location Description	Asset Name	Equipment Description	Make / Model	Serial Number	Area Served	Served By
Air Compressors						
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIC-001	Air Compressor S1	ATLAS COPCO / GA37FF	AII380049	South Hall Floor Pockets	1GPA CKT-7
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIC-002	Air Compressor S2	ATLAS COPCO / GA37FF	AII380048	South Hall Floor Pockets	1GPA CKT-7
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIC-003	Air Compressor S3	INGERSOLL RAND / UP6-10TAS-150WD	UQ0996U09210	South Hall Floor Pockets	1GPA CKT-8
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIC-004	Air Compressor N4	ATLAS COPCO / GA37FF	AII380051	North Hall Floor Pockets	1SPA CKT-7
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIC-005	Air Compressor N5	ATLAS COPCO / GA37FF	AII3800537	North Hall Floor Pockets	1SPA CKT-7
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIC-006	Air Compressor N6	INGERSOLL RAND / UP6-10TAS-150WD	UQ0995U09210	North Hall Floor Pockets	1SLA CKT-10
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-001	Air Compressor W1	INGERSOLL-RAND / UP6-10-150	UQ0986U09209	Phase 4 Floor Pockets	1H24DP2 CKT-32, 34, 36
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-002	Air Compressor W2	INGERSOLL-RAND / SSR-EP75	F10908U95088	Phase 4 Floor Pockets	1H24DP2 CKT-19, 21, 23

Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-003	Air Compressor W3	INGERSOLL-RAND / SSR-EP75	F10907U95088	Phase 4 Floor Pockets	1H24DP2 CKT-26, 28, 30
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIC-004	Air Compressor W4	QUINCY / MQR325DT3HP	5100139	Phase 4 Floor Pockets	1HE24A1 CKT-7, 9, 11
Central Energy Plant 151-073 (In Central Receiving) [SB 1.013 ME & CB 1.056 ME]	5300.01-AIC-005	Air Compressor W5	QUINCY / 350ST00071	20080723-0166	CEP Chillers & Dampers	1H21M1 CKT-8, 10, 12
Electrical #26 Room 152-059 (In Central Receiving, Next to CEP) [CB 1.057]	5300.01-AIC-006	Air Compressor W6	QUINCY / QT15	6015113	CEP Chillers & Dampers	CHE1 CKT-14, 16, 18
North Energy Plant 255-033 (NEP) (Behind West Subcontractor (Phase 2) Kitchen)	5300.01-AIC-007	Air Compressor W7	INGERSOLL-RAND / R55I-A125	VK2685U14200	Phase 2 Floor Pockets	LP6 CKT-70
Mechanical / Air Compressor Room 352-020C (Inside Mechanical Room 352-020 In Front of AHU 3-06, Off the South Walkover) [CB 3.020 EQ]	5300.01-AIC-008	Air Compressor W8	INGERSOLL-RAND / SSREP75	F9571U94075	Phase 1 & 3 Floor Pockets	3CS2 CKT-7
Mechanical / Air Compressor Room 352-020C (Inside Mechanical Room 352-020 In Front of AHU 3-06, Off the South Walkover) [CB 3.020 EQ]	5300.01-AIC-009	Air Compressor W9	INGERSOLL-RAND / UP6-10-150	UQ0987U09209	Phase 1 & 3 Floor Pockets	3CH2 CKT-19, 21, 23

Mechanical / Air Compressor Room 352-020C (Inside Mechanical Room 352-020 In Front of AHU 3-06, Off the South Walkover) [CB 3.020 EQ]	5300.01-AIC-010	Air Compressor W10	SULLIVAN PALATEK / 75UDGK-WC	13080200005	Phase 1 & 3 Floor Pockets	3CS2 CKT-10
Mezz M2 Mechanical Room M254-004 (Above Dock 6, Off Elevator 10 & Staircase 87)	5300.01-AIC-011	Air Compressor W11	QUINCY / QT7CCDT00032	200708100161	AHU 011, 012 & Phase 1	L3D CKT-22, 24, 26
Air Tanks						
Mechanical / Plumbing Room 101-408 (Air Compressor Room)	5100.01-AIT-001	Air Tank N1	Silven Industries / D 30 G 240	374333	North Hall Floor Pockets & Risers	Air Compressor N4, N5, N6
Mechanical / Plumbing Room 105-457 (Air Compressor Room)	5200.01-AIT-002	Air Tank S1	Silven Industries / D 30 G 240	374337	South Hall Floor Pockets & Risers	Air Compressor S1, S2, S3
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIT-001	Air Tank W1	STEEL FAB / A10056X	763972	Phase 4 Floor Pockets	Air Compressor W1-W4
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AIT-002	Air Tank W2	STEEL FAB / A10056X	763976	Phase 4 Floor Pockets	Air Compressor W1-W4
Electrical #26 Room 152-059 (In Central Receiving, Next to CEP) [CB 1.057]	5300.01-AIT-003	Air Tank W3	Manchester Tank / MAW9200PSI	543067	CEP Chillers & Dampers	Air Compressors W6

Tangerine Ballroom Corridor (Behind Hall F / Tangerine Ballroom) Level 2	5300.01-AIT-004	Air Tank W4	STEEL FAB / A10131	758947	Phase 2 Floor Pockets	Air Compressors W7
Mechanical Room 352-020 (AHU 3-01 - 311) (Next to Staircase 91 & South Walkover)	5300.01-AIT-005	Air Tank W5	STEEL FAB / A10131	854178	Phase 1 & 3 Floor Pockets	Air Compressors W12, W13, W14
Mechanical (Compressor) Room 352-020C (Inside Mechanical Room 352-020) [CB 3.020 EQ]	5300.01-AIT-006	Air Tank W6	STEEL FAB / A10131	85874	Phase 1 & 3 Floor Pockets	Air Compressors W12, W13, W14
Air Dryers						
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AID-001	Air Dryer W1	INGERSOLL-RAND / NVC800W40N	554542-2M314	Phase 4 Floor Pockets	Air Tank W1, W2
Mechanical / Air Compressor Room 151-072 (In Central Receiving, Next to the Tech IV Cage) [SB 1.010 EQ]	5300.01-AID-002	Air Dryer W2	INGERSOLL-RAND / NVC800W40N	554542-1M314	Phase 4 Floor Pockets	Air Tank W1, W2
North Energy Plant 255-033 (Next to Subcontractor Phase 2 Kitchen) [NH 2.027 ME]	5300.01-AID-003	Air Dryer W3	INGERSOLL-RAND / NVC400A40N	551861-M214	Phase 2 Floor Pockets	Air Tank W4
Mezz Room M254-006 (Above Dock 6, Off Elevator 10)	5300.01-AID-004	Air Dryer W4	Deltech / HT15	02FHT 2711	AHU 011, 012 & Phase 1	Small Tank on Air Compressor W11
Mechanical (Compressor) Room 352-020C (Inside Mechanical Room 352-020) [CB 3.020 EQ]	5300.01-AID-005	Air Dryer W5	ZEKS Compressed Air Solutions / 800HSFW400	278099	Phase 1 & 3 Floor Pockets	Air Tank W6