



OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT SERVICES OFFICE
REQUEST FOR QUOTATION

Adult-sized male upper torso CPR Training Manikins

RFQ-26-15936-GD

RESPONDENT INFORMATION:

Company Name:
Address:
City/State/Zip:
County:
Contact Person:
Phone Number:
Fax Number:
Email:
Purchase Order Delivery E-Mail:

DUE DATE: June 30, 2026 at 2:00 P. M. Local Time
Osceola County Procurement Services Office
Procurement Analyst: Daniel Gutierrez
Email: d.gutierrez@osceola.org
Phone Number: 407-742-0939
Fax Number 407-742-0901
For Office/Division: Osceola County Corrections
Department
402 Simpson Road
Kissimmee, Florida 34744

ISSUED DATE: June 15, 2026

RESPONDENT SIGNATURE

Title

Date

RETURN BY DUE DATE AND TIME VIA FAX, MAIL OR EMAIL TO CONTACT PERSON STATED ABOVE.
Attention: Osceola County, Procurement Services Office, 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741

- 1. Intent: The intent of this solicitation is for the purchase and delivery of Adult-sized male upper torso CPR training manikins and related defibrillation accessories to support training operations for the Osceola County Corrections Department.
2. Deliverables and Scope of Services. The successful Respondent shall provide the following equipment, including all components necessary for proper operation:

2.1 Equipment Requirements.

The Contractor shall furnish and deliver:

- Adult-sized male upper torso CPR Training Manikins
Quantity: Six (6)
Must simulate adult CPR and AED training scenarios
Compliant with current adult CPR guidelines
Anatomically correct landmarks for proper CPR hand placement
Must include integrated feedback or monitoring system (e.g., OMNI or equivalent)
Medium skin tone or equivalent representation
Eyes can be opened or closed
Normal, miosis (constricted), and mydriasis (blown) pupil states
Independent left/right pupil states simulate consensual and nonconsensual response
Realistic jaw thrust and head tilt/chin lift
Ventilation detection sensors

- Designed for repeated training use in institutional environments
 - **Defibrillation Training Accessories**
 - Quantity: Six (6)
 - Compatible with training manikins
 - Includes defibrillation snap adapters and cables with latching connectors
 - Monitor and cardiovert rhythms using a real AED/defibrillator
- 3. New Equipment:** The equipment specified herein shall be new, unused and in original packaging with no defects in materials and workmanship. Equipment previously used will not be accepted.
- 4. Training Documentation:** The successful Respondent shall include user manuals and operational documentation, setup and usage instructions and basic orientation (if applicable) for County staff.
- 5. Delivery:** Delivery shall be made to the County’s Corrections Department located at:

**Osceola County Corrections Department
402 Simpson Road
Kissimmee, Florida 34744**

- a) Delivery shall be scheduled between the hours of 8:00 A.M. and 3:00 P.M. Monday through Friday.
 - b) The successful Respondent shall be responsible for coordinating the delivery of all goods/services in a timely manner.
 - c) The County shall not pay for any storage charges, Cash on Delivery (C.O.D) shipments, or packaging or drayage charges. The successful Bidder shall be responsible for all risk of loss, any damage and /or stolen materials and equipment while in transit to the County’s Correction Department.
- 6. Warranty:** The successful Respondent shall include all applicable warranty documentation with quote submittal
- a) This unit shall be covered by a standard manufactured warranty against defective materials and workmanship after the machine is delivered and accepted.
 - b) All parts, pieces, and equipment not manufactured by the supplier shall be warranted according to their manufacturer’s standard warranty policies.
 - c) Must provide manufacturer warranty information.
- 7. County Responsibility:** Provide a designated area to deliver all necessary materials and equipment required for this project.
- 8. Compliance with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** For products or services obtained through any agreement resulting from this solicitation that are to be paid in whole, or in part, or are intended to be paid in whole, or in part, using funds provided by any federal government agency or funding source, the awarded contractor(s) agrees to comply with the specific terms, regulations and requirements governing disbursement of federal funds, and as identified in 2 Code of Federal Regulations (CFR) Part 200, as amended, and with required Federal clauses as identified in **Exhibit “B”**, for any product purchased or work performed, where applicable.
- 9. Public Emergencies:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a “First Priority” for goods and services. It

is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Respondent agrees to rent/sell/lease all goods and services to the County or governmental entities on a “first priority” basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Respondent provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

10. Estimated Quantities: As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Respondent to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. Quantities noted in this Request for Quotes are estimates only and are intended as a guide in submitting the bid and in no way obligate the County to purchase this amount. The actual quantities purchased under this bid may be more or may be less.

11. Award: The County shall select the lowest quote that is most responsive to the needs of the County as outlined herein. The bidder’s price response shall be accompanied by a detailed description of the service required to be offered.

12. Price Submittal: In accordance with the terms, conditions and specifications, I/we, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and hereby submits the following prices for **RFQ-26-15936-GD, Adult-sized male upper torso CPR Training Manikins**, as follows:

Item	Description	Unit Price	Quantity	Extended Price
1.	Adult-sized male upper torso CPR Training Manikins (as described in Section 2.1 Equipment Requirements)	\$	6	\$
2.	Defibrillation Training Accessories (as described in Section 2.1 Equipment Requirements)	\$	6	\$
3.	Basic Orientation (if applicable)	\$	1	\$
4.	Delivery	\$		\$
5.	TOTAL QUOTE PRICE			\$

I/we, the undersigned, as authorized signatory to commit to the firm, do hereby accept in total all the terms and conditions listed below, stipulated and referenced in this RFQ document.

RESPONDENT SIGNATURE.....
 Title
 Date.....

Additionally, please respond to the following questions by placing a check mark (✓) on the appropriate answer:

Item	Question	Response YES	Response NO
1.	Did you include a copy of your Certificate of Liability Insurance (COI) with your quote submittal?		
2.	Did you complete and include Attachment "A", IRS Form W-9, Request for Taxpayer Identification Number and Certification?		
	<p>(1) The County will not consider alternates to the items listed above. If alternates are offered, the County will have the sole and unilateral right to reject the alternate and purchase from vendor providing compliant items. Delivery time will be a factor in the evaluation of this Request for Quotation.</p> <p>(2) All prices quoted shall remain firm for period of one (1) year after the due date of the quotation.</p> <p>(3) Unit Price Accuracy: Please check the stated unit prices before submitting your quote; as no change in prices will be allowed after the due date and time. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit price will prevail. Please note that the County reserves the right to clarify and correct extended price amount errors.</p> <p>(4) Osceola County is exempt from Sales Tax. Certificate No. 85-8013132398C-5.</p> <p>(5) Osceola County's Federal Excise Tax Exempt Certificate No. 59-6000780.</p> <p>(6) If you are offering pricing which is based on other entity or agency solicitation pricing, clearly state so and include a copy of the applicable solicitation with your submittal.</p> <p>(7) If not submitting a quotation, please indicate "NO BID" and return this form.</p>		
	<p>Critical Data:</p> <p>(1) Bids must be submitted on the form furnished by the County and in accordance with the specifications and in the quantities desired. Offers submitted that modify the form, specifications and/or quantities furnished by the County may be disqualified. Offers submitted on any other format may also be disqualified.</p> <p>(2) It is the Bidder's responsibility to assure that the bid is received by the Procurement Analyst noted above at the OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE, 1 COURTHOUSE SQUARE, SUITE 3401, KISSIMMEE, FLORIDA 34741, no later than date and time noted herein. You may submit your quote by fax, mail, or email to the Procurement Analyst no later than the due date and time indicated above. Any bid received after this due date and time will not be accepted or considered. No offers will be accepted or received in any other Osceola County office.</p> <p>(3) Please email questions regarding this quotation only to the Procurement Services Office Representative no later than 2:00 P.M. on Wednesday, June 24, 2026. Any interpretations, clarifications, or changes made will be in the form of written addenda issued by the Procurement Services Office.</p> <p>(4) Pursuant to Section 3.3-3 of the Osceola County Administrative Code, lobbying is strictly prohibited.</p> <p>(5) Please note that all documents sent to the County as part of this Request for Quotation are considered a Public Record of Osceola County as prescribed by Chapter 119, Florida Statutes.</p> <p>(6) Respondent must submit a copy of their Certificate of Insurance with their quote.</p> <p>(7) Any order resulting from this Request for Quotation shall be subject to the attached General Terms and Conditions and all applicable laws, policies, and codes.</p>		

ATTACHMENT "A"

**Osceola County Board of County Commissioners
SUBSTITUTE W-9/VENDOR UPDATE FORM**

This form is to be used by Divisions/Departments/Offices to request the Comptroller's Office to add a vendor currently not in the OneSolution System. Vendor to complete the information on this form.

Please print or type	Name (as shown on your income tax return). Name is required on this line; do not leave line blank.		
	Business Name/disregarded entity name, if different from above		
	Physical Address (Number, Street and Apt. or Suite No., City, State and ZIP Code (5 + 4))		
	Contact Person	Phone # (w/area code)	Fax #(w/area code)
	Email Address (1)	Web Site Address	
	Remittance Address (Number, Street and Apt. or Suite No./ or PO Box No., City, State and ZIP Code (5 + 4))		

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). Foreign person to complete applicable W-8.	Social security number _____ or Employer identification number _____
	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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶.....

Are any officers, owners, or partners employees of Osceola County? Yes No

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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 Services (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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ _____ Date ▶ _____

***Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.**

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date
To be completed by the Comptroller's Office		
Vendor #	Clerk's Initials	Date

ATTACHMENT "B"
APPLICABLE FEDERAL REQUIREMENTS INVOLVING THE USE OF FEDERAL FUNDS

Services obtained through any agreement resulting from this solicitation that are to be paid in whole, or in part, or are intended to be paid in whole, or in part, using funds provided by any federal government agency or funding source, the awarded contractor(s) agrees to comply with the specific terms, regulations and requirements governing disbursement of federal funds, and as identified in 2 Code of Federal Regulations (CFR) Part 200, as amended, and as identified herein, for any work performed, where applicable.

A. Compliance with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Contractor shall comply with the Federal requirements per 2 C.F.R. (Code of Federal Regulations) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

B. Federal Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such

other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

C. Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
3. *Withholding for unpaid wages and liquidated damages.* Osceola County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.
5. Further Compliance with the Contract Work Hours and Safety Standards Act.
 - a. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - b. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Osceola County, the Federal Grantor, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

D. Clean Air Act

1. the contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Osceola County and understands and agrees that Osceola County will, in turn, report each violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

E. Federal Water Pollution Control Act.

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Osceola County and understands and agrees that Osceola County will, in turn, report each violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Grantor.

F. Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Osceola County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Osceola County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

1. Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.
2. **Attachment "C"** titled "44 C.F.R. Part 18 - Certification Regarding Lobbying " is hereby attached and made a binding part hereof.

H. 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 the 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>
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Compliance with David-Bacon Act.

For all prime construction contracts in excess of \$2,000 involving laborers and mechanics:

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

J. Compliance with Copeland "Anti-Kickback" Act.

For all construction or repair work in excess of \$2,000 in situations where the Davis-Bacon Act also applies:

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

K. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

In accordance with 2 C.F.R. Part 200.216, the awarded contractor acknowledges:

1. Osceola County is prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;

- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection(f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

L. Domestic Preference for Procurements.

- 1. As appropriate and to the extent consistent with law, Osceola County shall, to the greatest extent practicable under a Federal award, provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).
- 2. For the purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials comprised in whole or in part of non-ferrous metal such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 3. Where applicable, the use of Federal financial assistance for infrastructure projects must comply with 2 C.F.R. Part 184.

M. Access to Records.

The following access to records requirements applies to this contract:

- 1. The Contractor agrees to provide Osceola County, the Federal Grantor, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. Osceola County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Grantor or the Comptroller General of the United States.

N. Federal Awarding Agency or Pass-Through Entity Review.

1. In compliance with 2 CFR §200.325, Osceola County has made available, and will continue to make available, upon request of the Federal awarding agency or pass-through entity, the technical specifications of this solicitation.
2. Osceola County will make available any documentation, including, but not limited to, this solicitation, and all addenda, any and all proposals received, and any draft agreement, for review by the Federal awarding agency or pass-through entity.

O. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause).

The Awarded Consultant agrees to comply with the following:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
3. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
4. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
5. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
6. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ATTACHMENT "C"

44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (for agreements exceeding \$100,000)

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

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

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

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

AFFIANT

Typed Name of AFFIANT / AFFIANT Title

Date

GENERAL TERMS AND CONDITIONS - READ CAREFULLY

All questions relating to this Request for Quotation must be directed to Osceola County Procurement Services at 407-742-0900.

RESERVED RIGHTS OF THE COUNTY

The County reserves the right to unilaterally cancel this Request for Quotation, at its sole discretion.

WRITTEN COMMUNICATIONS

The terms and conditions of this Request for Quotation shall not be modified verbally. All communication shall be in writing.

LICENSES

A current Local Business Tax Receipt (*formerly known as Occupational License*) is required by any vendor doing business with Osceola County.

QUALITY

All materials or services furnished on this order must be as specified and subject to County inspection within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without prior written authority from the Procurement Services Director. Material rejected will be returned and shall be done at the vendor's sole risk and expense.

QUANTITY/PRICE

The quantity of materials ordered, or the prices specified must not be exceeded without written authority first being obtained from the Procurement Services Office.

INDEMNITY

The Vendor hereby agrees to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Vendor, its agents, servants, employees, or others, or because of or due to the mere existence of this Agreement between the parties.

PATENT/COPYRIGHT HOLD HARMLESS

The Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend the County against any claim, suit or proceeding brought against the County, which is based upon claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Purchase Order, constitute an infringement of any patent or copyright

of the United States. The Vendor shall pay all damages and costs awarded against the County.

PACKING

If awarded a purchase order or Agreement, all invoices and package lists must clearly be marked with shipper's name, address and Purchase Order Number. Charges are not allowed for boxing, crating or special deliveries unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F.O.B. Destination. The County will not pay freight or expense charges, except by previous agreement. In the event of the County agreeing to F.O.B. Shipping Point, the VENDOR must PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must be effected within the time stated on Purchase Order. The County reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:30 am and 3:00 pm on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 pm. In case of default by the Vendor, the County may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any additional cost occasioned thereby.

MATERIAL SAFETY DATA SHEET

As necessary, the Vendor agrees to furnish the County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send a copy of the MSDS's and other pertinent data to Osceola County Procurement Services and include same with product delivery.

OSHA REQUIREMENT

The Vendor hereby guarantees the County that all materials, supplies, and equipment as listed on the resulting Purchase Order shall meet the requirements, specifications and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970, as from time to time amended and in force at data hereof.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS

The Vendor must comply with all applicable state, federal and local laws and regulations etc. This includes but is not necessarily limited to DOT, OSHA, EPA and DEP.

AWARD

The County reserves the right to reject any or all parts of this solicitation, waive technicalities and to award to most responsive, responsible bidder, as in the best interest of the County.

Failure of a Vendor that is awarded a Purchase Order to deliver according to the Purchase Order or to comply with any of the terms and conditions therein may disqualify the Vendor from receiving future orders.

PAYMENT TERMS

Payment terms are net 30 days upon delivery and acceptance. Osceola County pays in accordance with the Prompt Payment Act – Section 218.70, Florida Statutes.

APPLICABLE LAW, VENUE AND JURY TRIAL

The laws of the State of Florida shall govern all aspects of this order. In the event it is necessary for either party to initiate legal action regarding this order, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this order, which may be brought by either of the parties hereto.

AUDITING, RECORDS AND INSPECTIONS

The Vendor shall keep books, records, and accounts of all activities, related to this order, in compliance with generally accepted accounting procedures. If required, books, records, and accounts related to the performance of this order shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Vendor, for a period of three (3) years after termination or completion of the services or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this order shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The County also has the right to conduct an audit within sixty (60) days from the effective date of this order to determine whether the Vendor has the ability to fulfill its contractual obligations to the satisfaction of the County. The County has the right to terminate this order based upon the findings in this audit without regard to any notice requirement for termination.

WARRANTY

The Vendor agrees to provide a full warranty to the County for all materials and services which it provides hereunder for one full year following the date of delivery or completion of services. In the event that the Vendor is called to perform warranty work, the Vendor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Vendor under the Scope of Services set forth herein, the County will be responsible for the costs incurred in repairing the new areas. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.

INSURANCE

The Vendor shall have at a minimum the insurance limits listed hereunder; however, the County reserves the unilateral and sole right to modify said limits when the type of product or services requested merit a modification of the insurance limits listed herein. The Vendor shall submit a copy of their Certificate of Liability Insurance with their quote submittal.

1. AUTOMOBILE PUBLIC LIABILITY: \$1,000,000.00 Combined Single Limit
2. GENERAL LIABILITY - One Million Dollars (\$1,000,000.00),
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence,
 - b. Medical Expense – Five Thousand Dollars (\$5,000) any one person
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
3. GENERAL AGGREGATE - One Million Dollars (\$1,000,000)
4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000)
5. PRODUCTS COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars (\$1,000,000.00) (only if a product is being provided)
6. WORKER'S COMPENSATION: covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Workers' Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the County, for the protection of its employees not otherwise protected.

Upon award, the Vendor shall name Osceola County Board of County Commissioners as a Certificate Holder and shall maintain the coverage limits set forth during the entire term of performing services under this award.

LOCAL SMALL BUSINESS ENTERPRISE PROGRAM

Osceola County Board of County Commissioners has established a Local Small Business Enterprise Program (LSBE) to enhance contracting and procurement opportunities for small business enterprises headquartered in Osceola County. The County strongly encourages participation of LSBE in contracting and subcontracting opportunities and has established a 25% participation goal. Should a certified Osceola County LSBE bid on a solicitation issued by the County and submit a bid that is within 5% of the lowest bid, whether or not that Respondent is the next lowest bidder, the LSBE may be deemed the lowest Respondent if the Respondent agrees to reduce its bid to match the bid or quote of the lowest bidder. The LSBE will have three (3) business days to respond in writing to the County's match

request. If the lowest LSBE does not elect to reduce its bid, then the next lowest LSBE will be given the opportunity to match the bid or quote using the process stated above, providing that Respondent is also within five percent (5%) of the lowest bid or quote.

No contract awarded to an LSBE under this section shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) of the dollar value of the contract to be performed by an entity or entities that are not Osceola County LSBE as defined in Chapter 3 of the Administrative Code.

Bidders using subcontractors must include a list of subcontractors, which identifies which firms are LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by LSBE Subcontractors at the time of submission of each pay application or invoice.

For application of the LSBE preference, the vendor must be certified by Osceola County as an Osceola County LSBE prior to the bid or quote due date and a copy of the certification must be included in the bid or quote submittal. The LSBE Certification process can normally be completed within 15 business days once all required documentation has been submitted.

For additional information relating to the qualifications, eligibility and exceptions to this program please refer to the Osceola County Administrative Code, Chapter 3, Section 3.8 or call the Procurement Services Office at 407-742-0900.

SDVBE PARTICIPATION PROGRAMS

The Osceola County Board of County Commissioner has established a Service-Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

During the term of the Agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract to be performed by SDVBE Subcontractors.

Bidders using subcontractors must include a list of subcontractors, which identifies which firms are SDVBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

LIVING WAGE INCENTIVES (LWI)

It is the intent of the County, by providing opportunities to reward existing and/or new employers providing a Living Wage to their employees, to promote a just and sustainable local economy. As a result, Living Wage Certified (LWC) employers are strongly encouraged to participate in the County's solicitation processes. This is further encouraged through incentives.

RESPONSIBLE VENDOR DETERMINATION

Prospective Vendor is hereby notified that the Florida Statutes, Section 287.05701, requires that the County may not request documentation of or consider a vendor's social, political or ideological interests when determining if the responding party is a responsible Vendor.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Issued by the Procurement Services Office

June 15, 2026

Osceola County, Florida

RFQ-26-15936-GD