

# INVITATION FOR BIDS

Y26-1017

## COMMERCIAL DOORS AND GATES PREVENTATIVE MAINTENANCE AND REPAIRS FOR FACILITIES MANAGEMENT

Orange County, Florida

400 E South Street

Orlando, FL 32801

RELEASE DATE: June 16, 2026

DEADLINE FOR QUESTIONS: June 25, 2026, 5:00 pm

RESPONSE DEADLINE: July 16, 2026, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/orangecountyfl>

Orange County, Florida

INVITATION FOR BIDS

Commercial Doors and Gates Preventative Maintenance and Repairs for  
Facilities Management

I.	Introduction & Submittal Instructions.....
II.	Solicitation Terms & Conditions .....
III.	Scope of Services / Specifications .....
IV.	Business Development .....
V.	Insurance Requirements .....
VI.	Contract Terms and Conditions .....
VII.	Special Terms and Conditions .....
VIII.	Bid Response Form (Submittal) .....
IX.	Fee Schedule.....
X.	Required Contract.....

Attachments:

A - Y26-1017-KS Scope of Services

B - Attachment A-Location and Equipment for Lot A

C - Attachment B-Location and ADA Equipment for Lot B

## 1. Introduction & Submittal Instructions



### 1.1. Summary

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed offers for Commercial Doors and Gates Preventative Maintenance and Repairs for Facilities Management (Y26-1017)

Sealed offers for furnishing the above will be accepted up to 4:00 pm ET on Thursday, July 16, 2026.

**NOTE: Respondents are required to submit responses electronically via the OpenGov e-Procurement Platform. Respondents shall not be permitted to hand-deliver, mail, telephone, fax or email offers.**

Responses received after the submission deadline and/or transmitted outside of the designated OpenGov e-Procurement Platform shall be rejected.

#### **Important Instructions for Electronic Submittal**

The County is ONLY accepting electronic submissions using the OpenGov e-Procurement Platform. Respondents shall create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/login> . Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic offer.

It is the respondent's responsibility to ensure they commence their upload efforts timely to meet the submission deadline. The County shall not be responsible for delays caused by any occurrence, including the respondent's network delays, bandwidth issues, internet outages, or technical difficulties.

**OpenGov Technical Support** For Technical Support, respondent's can reach the OpenGov Service Desk:

Chat (preferred): Click the button in the lower right hand corner of the portal

Email: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

Phone: 1 (650) 336-7167 Hours: Mon-Fri 7am - 10pm ET

#### **Timely Questions Regarding this Solicitation**

The question and answer module of OpenGov IS being utilized for this solicitation. Timely questions concerning this solicitation shall be submitted in accordance with the deadline for questions: Thursday, June 25, 2026 at 5:00 pm ET. Respondents are instructed not to contact the initiating division directly.

Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question period, before the applicable deadline. No oral interpretation of the meaning of the plans, specifications, or other Contract documents 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.

**Answers for timely questions will be addressed in the OpenGov question and answer module or as an addenda to this solicitation depending on volume, participants are encouraged to subscribe as a follower and monitor all notifications.** Beyond questions and answers, any and all modifications, clarifications, interpretations and supplemental instructions will be in the form of a written addendum which, if issued, will be available for download. All addenda and questions/answers so issued shall become part of the Contract Documents and receipt shall be acknowledged as specified herein.

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

Untimely questions are unable to be submitted in the question and answer module, thereafter respondents raising critical concerns must email [kathy.saldutti@ocfl.net](mailto:kathy.saldutti@ocfl.net). Critical clarifications may be made via addenda, however, untimely questions may not be considered.

## 1.2. Background

Orange County exercises the rights and privileges conveyed to it by the State of Florida, and the Orange County Charter. It presently operates with an elected chief executive officer, Orange County Mayor, and six elected district commissioners, who together comprise the Board of County Commissioners.

Procurement is an essential function of the County, affecting all operational departments, ongoing projects and future initiatives. The Procurement Division is divided into three (3) Sections, the "Buying Section", the "Purchasing Section" and the "Contracts Section".

The Orange County Procurement Division operates under the leadership of **Carrie Mathes, FNIGP, CFCM, NIGP-CPP, CPPO, C.P.M., CPPB, APP** as Procurement Division Manager and Chief Procurement Official in accordance with the Orange County Ordinance.

## 1.3. Contact Information

Orange County Procurement Point of Contact

**Kathy Saldutti**

Contract Agent

Email: [kathy.saldutti@ocfl.net](mailto:kathy.saldutti@ocfl.net)

Phone: [\(407\) 836-5636](tel:(407)836-5636)

**Department:**

Administrative Svcs., Procurement Division

#### 1.4. Timeline

<b>Release Project Date</b>	June 16, 2026
<b>Question Submission Deadline</b>	June 25, 2026, 5:00pm
<b>Submission Deadline</b>	July 16, 2026, 4:00pm

## 2. Solicitation Terms & Conditions

### 2.1. Contract Award

Award shall be made on an **all-or-none total (or estimated total) basis** to the lowest responsive and responsible Respondent.

Failure to provide pricing for **ALL** line items shall render the response non-responsive.

### 2.2. License, Certification and Authorization

Respondent shall provide copies of all applicable licenses, certifications and authorizations required to lawfully perform the proposed work.

### 2.3. Contract Term

The Contract resulting from this solicitation shall commence effective upon execution by both parties and shall specify a performance period of **five (5) years**. For the duration of the contract, any changes in the terms and conditions shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

### 2.4. Bid Acceptance Period - One Hundred Twenty (120) days

A bid shall constitute an irrevocable offer for a period of one hundred twenty (120) days from the public opening date or until the date of award. In the event that an award is not made by the County within one hundred twenty (120) days from the public opening date, the respondent may withdraw their offer or provide a written extension without modification.

### 2.5. Proprietary/Restrictive Specifications

If a prospective respondent 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 the question submission deadline. Specifications which are unrelated to performance will be considered for deletion via addendum to this solicitation.

### 2.6. Development or Assistance with Specifications /Requirements /Statements of Work

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

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

### 2.7. Laws and Regulations

The Respondent's attention is directed to the fact that all applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part

of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

Respondents are hereby provided notice of the provisions of Section 287.05701, Florida Statutes

## **2.8. [No Reciprocal Preference](#)**

The County's option to award a reciprocal preference, provided in the Orange County Code of Ordinances, Sec. 17-310, Competitive sealed bid process, is waived and shall not be applicable to this solicitation award.

## **2.9. [Price/Delivery](#)**

Price(s) offered must be the price(s) for new goods, unless otherwise specified. Any offers 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 offer 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.

## **2.10. [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).

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.

## **2.11. [Acceptance/Rejection/Cancellation](#)**

The County reserves the right to accept or to reject any or all offers and to make the award to that respondent 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 offer of any respondent who has previously failed in the proper performance of an award, 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 respondents 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-solicitation. Award will be made to the lowest responsive and responsible respondent 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.

## 2.12. Certification of Independent Price Determination

By submission of this offer, the Respondent certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this offer 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 respondent or with any competitor.

B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other respondent or to any competitor; and,

C. No attempt has been made or shall be made by the Respondent to induce any other person or respondent to submit or not to submit an offer for the purpose of restricting competition.

## 2.13. No Bid

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

Respondents are cautioned that indicating "NO BID" on solicitations requiring all-or-none offers may result in the offer being deemed non-responsive.

## 2.14. Bid Tabulation and Recommended Award

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

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

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

Meeting number: 286 177 361 Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300 Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740 Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783 Access code: 286 177 361

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

Solicitation files may be examined during normal working hours, thirty (30) days after public opening, or upon recommendation for award, whichever occurs first. Individuals desiring to view these documents are urged to schedule an appointment. For information concerning this solicitation, please contact the



Procurement Division at [procurement@ocfl.net](mailto:procurement@ocfl.net) or by calling (407) 836-5635. Please specify the solicitation number for which you are inquiring. Solicitation public opening results will be available at <http://apps.ocfl.net/orangebids/bidresults/results.asp>. Unsuccessful Respondents will not be notified, unless a request is submitted in accordance with this paragraph.

## 2.15. References

**Each similar project listed should be listed with complete information as specifically provided on County's provided reference form. The specific information on references should be provided on the reference form. Do not attach listings of reference information.**

**All Respondents should submit the requisite number of similar projects. Each such project must be verified by the county in order to be deemed responsible under this "references" section. Failure to provide reference information as requested or failure to conform to the County's form requirements may result in the rejection of your bid.**

### **RESPONDENTS ARE ADVISED TO CONFIRM THAT:**

- a. Each reference provided by the Respondent has up to date contact persons and contact information;
- b. The contact person provided for each reference is someone who has personal knowledge of the Respondent's performance during the referenced project; and
- c. The contact person for each reference has been contacted by the Respondent regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

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

## 2.16. General Clarifications

Notwithstanding anything to the contrary herein, without assuming any obligation to do so, the County reserves the right to seek clarifications by allowing Respondents the opportunity to supplement or correct their submittals as follows. However, except in the case of a sole Respondent, negotiations to the fee proposal or material changes to the offer and its terms will not be permitted.

### **1. References**

Respondents may be permitted to submit additional references or similar project documentation. Outreach shall be conducted with—at minimum—the three (3) lowest Respondents for supplemental submission of references. Any such opportunity to supplement or correct granted to a Respondent by the County shall expire at 11:59 p.m. county local time on the second full county business day following the date the Respondent receives the County's request for supplementation. No additional time or consideration shall be granted thereafter.

### **2. Other Documentation**

The County reserves the right to allow Respondents to submit omitted or corrected qualification criteria such as resource confirmations, license copies, and compliance forms. Any such opportunity to supplement or correct granted to a Respondent by the County shall expire at 11:59 p.m. county local time on the second full county business day following the date the Respondent receives the County's request for supplementation. No additional time or consideration shall be granted thereafter.

### **3. Gross Deficiencies in Submittals**

Respondents demonstrating gross negligence in their submittals may receive no additional time or consideration from the County. A Respondent is deemed grossly negligent in their submittal when they fail to submit an irrevocable offer, submit only a bid form (fee) while fully omitting all qualification criteria and compliance forms, or otherwise fail to meet the fundamental requirements of the solicitation.

### **4. Responsibility Determination**

The County's decision to seek clarification from a Respondent does not guarantee a determination of responsiveness or responsibility. Respondents permitted to clarify, supplement or correct their submittals may still ultimately be deemed non-responsive or non-responsible based on other considerations, including but not limited to the overall content of their submittal and any documented history of negative performance on previous County projects.

#### **2.17. Joint Venture Requirements**

Respondents submitting as a Joint Venture shall submit documentation as an attachment to their bid response.

If applicable, failure to timely submit

(1) the required [Information for Determining Joint Venture Eligibility Form](#) **AND** (2) a fully executed copy of your joint venture agreement may result in disqualification.

The [Information for Determining Joint Venture Eligibility form](#) can be found at on the County's Forms and Resources website (<https://www.ocfl.net/vfr>).

#### **2.18. 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.

## 2.19. Offer and Related Costs

By submission of an offer, the Respondent agrees that any and all costs associated with the preparation of the offer will be the sole responsibility of the Respondent. The Respondent also agrees that the County shall bear no responsibility for any costs associated with the preparation of the offer including, but not limited to, any administrative or judicial proceedings resulting from the solicitation process.

## 2.20. 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.

## 2.21. Public Entity Crime

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

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a 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.

## 2.22. 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.

## 2.23. Conflict of Interest

The award is subject to provisions of applicable State Statutes and County Ordinances. All Respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all Respondents must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Respondent's firm or any of its branches. Should the Respondent 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.

## 2.24. Ethics Compliance

The following forms are included in this solicitation within the **Contract Compliance Packet** and shall be completed and submitted as indicated below:

- Relationship Disclosure Form – The purpose of this form is to document any relationships between a Respondents 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 compliance forms have been completed and submitted. Any questions concerning these forms shall be addressed to the contact identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is provided within each form for your information.

## 2.25. 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.

## 2.26. Clarifications

It is the Respondent'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. Respondent's must contact the Procurement Division using the contact information herein **prior** to the bid question/answer deadline, 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 Respondent and the County.

## 2.27. Pricing Errors

If an error is committed in the sub-total extension of an item or the overall total, the unit price as shown in the Respondent's submittal will govern.

Errors between any amount computed erroneously, and the correct amount thereof will be resolved in favor of the correct amount based on the unit price.

Any discrepancy between words and numbers will be resolved in favor of the written words.

## 2.28. Execution Of Written Contract

The successful Respondent will be required to sign a written Contract which has been made a part of this Bid Package and identified as the [#Required Contract](#). Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by the County to this Respondent; said signing to be accomplished within ten (10) days after receipt of Notice of Award.

## 2.29. Trade Secret Information

Orange County is subject to the State of Florida's broad public records laws. Therefore, all documents, materials, records, data, or any other information submitted as part of a solicitation response are considered public records governed by the disclosure, exemption, and confidentiality provisions relating to public records in Florida law, including those found in Chapter 119, Florida Statutes.

Section 815.045, Florida Statutes, makes trade secret information, as defined in Section 812.081, Florida Statutes, confidential and exempt from disclosure under Florida public records law. However, please note the following:

- A. A Respondent's desire for privacy of particular information submitted to the County does not make such information trade secret information. Respondents cannot render public records exempt from disclosure as containing trade secret information merely by designating information it furnishes to the County as confidential. Only information that specifically meets the exemption in Section 815.045, Florida Statutes, should be designated as trade secret information by Respondents.
- B. Any Respondent who fails to designate information contained in its solicitation response as trade secret information at the time of solicitation response submittal has not taken the required measures or made reasonable efforts to maintain such information's secrecy and has therefore waived any right to assert trade secret protections for such information. The County will therefore not consider any Respondent's request to designate information in a solicitation response as trade secret information that is made after the time of solicitation submittal.

The County is not soliciting, nor does it desire, the submission of any Respondent's trade secret information as part of this solicitation response. **Notwithstanding the foregoing, to the extent that a Respondent finds it necessary to designate certain information in its solicitation response as being trade secret information, the Respondent shall attach the following items to its solicitation response:**

- A. **Trade Secret Information Itemization Log.** The Respondent shall create and attach to its solicitation response a *“Trade Secret Information Itemization Log”* that:
1. Clearly itemizes any and all information that the Respondent designates as confidential trade secret information.
  2. Completes such itemization in the narrowest and least expansive manner (word, line, paragraph, page, etc.) necessary to protect the confidentiality of the Respondent’s trade secret information.
  3. Per item, provides the impacted submittal section/item number, a written explanation that comprehensively supports the Respondent’s classification of such information as trade secret information under state or federal law, and the legal citation under which such information is exempt and confidential from disclosure.
- B. **Redacted Impacted Submittals.** For each submittal that contains information designated by the Respondent as trade secret information, the Respondent shall attach a redacted copy of such impacted submittal. Such redactions must include notations containing cross-references to the itemized trade secret information as submitted in the Trade Secret Information Itemization Log. Redactions must be made in the narrowest and least expansive manner (word, line, paragraph, page, etc.) necessary to protect the confidentiality of the Respondent’s trade secret information. Each redacted submittal copy must have a cover page and page header that is clearly marked as “REDACTED COPY”.

Respondents are advised that:

- A. They must only redact the specific information that they, using good faith, believe to be confidential and exempt under applicable state or federal law and should not submit documents that have been broadly marked “CONFIDENTIAL”. Exemptions to Florida’s broad public records law are narrowly construed and therefore, the County is unable to accept broad designations of confidentiality or exemption from disclosure. Consequently, any such broad classification of trade secret information made by a Respondent may lead to its solicitation response being deemed non-responsive.
- B. As a responsible steward of taxpayer funding and in the interest of transparency and accountability to the general public, the designation of the following information as trade secret information is not acceptable to the County and will therefore lead to a Respondent’s solicitation response being deemed non-responsive:
1. Any proposed rates, fees, or prices;
  2. The total bid amount;
  3. The general nature of the services rendered or goods being provided; and

4. Any information contained in the County's solicitation documents, including the Respondent's answers to any of the questions in the bid response form (not including any impacted submittals).

**Any Respondent that submits a solicitation response that in any manner asserts or suggests that information contained therein is the Respondent's trade secret information hereby acknowledges and agrees to all of the following:**

- A. To the extent the County deems necessary to effectively handle, process, review, evaluate, and maintain the Respondent's solicitation response, the County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss any information designated by the Respondent as trade secret information. The County may make copies of, and distribute, the Respondent's unredacted impacted submittals for the purposes of facilitating evaluation of such response.
- B. For auditing purposes, the County may disclose the Respondent's unredacted impacted submittals to the Orange County Comptroller's Office and the County's internal and external auditors. Additionally, should funding for the award be in any part provided by the State of Florida or the Federal Government, the County may also disclose the Respondent's unredacted impacted submittals to such entities for auditing purposes.
- C. Trade secret information is not exempt under the broad open meetings provisions of Florida law. Accordingly, any information that the Respondent designates as trade secret information in its solicitation response may be openly discussed at public meetings that comply with Section 286.011, Florida Statutes. The County will, however, exclude or redact any such designated trade secret information from any records that may result from such public meetings.
- D. The Respondent shall be solely responsible for defending the confidentiality of its designated trade secret information at its sole cost, which action shall be taken in a court of competent jurisdiction located in Orange County, Florida, immediately, but no later than ten (10) calendar days from the date the Respondent receives written notification from the County that a request for information designated by the Respondent as trade secret information was made. Failure of the Respondent to timely file an action to defend the confidentiality of its designated trade secret information shall constitute a waiver by the Respondent of any claim that such information is confidential or exempt from disclosure and will result in the County's release of the requested records.
- E. The Respondent shall hold harmless and indemnify the County, its officials, employees, agents, and representatives from any and all claims, actions, suits, judgments, fines, costs, fees (including attorneys' fees), or damages arising from or related to any designated trade secret information submitted or otherwise provided to the County by the Respondent, including but not limited to those arising from the County's non-disclosure of such information in response to a public records request.

- F. The protection afforded by section 815.045, Florida Statutes, to trade secretion information is incomplete, and no right or remedy for damages shall arise from any disclosure of such information by the County.
- G. The confidentiality protections and records exemptions for any information designated by the Respondent in its solicitation response as being trade secret information shall expire five (5) years from the date of the Respondent's submittal of such response.

**Notwithstanding anything to the contrary herein, without assuming any obligation to do so, the County reserves the right to follow up with Respondents to seek clarification and to request additional information regarding any Respondent's confidential trade secret designations.**

The [Trade Secret Information Itemization Log](https://www.ocfl.net/vfr) can be found at on the County's Forms and Resources website (<https://www.ocfl.net/vfr>).

### **2.30. [Anti-Human Trafficking](#)**

Respondents shall confirm that they do not engage in or permit the use of coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Failure to confirm shall deem the offer non-responsive.**

In accordance with Section 787.06, Florida Statutes, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as those terms are defined in that section. Attestations shall be documented using a [Human Trafficking Affidavit](#) as provided by the County. The latest form is accessible on the County's Forms and Resources website (<https://www.ocfl.net/vfr>) or by emailing [procurement@ocfl.net](mailto:procurement@ocfl.net).

A [Human Trafficking Affidavit](#) shall be required when (1) executing, (2) renewing, or (3) extending a contract.



### **3. Scope of Services / Specifications**

#### **3.1. Location of Solicitation Documents**

Please refer to the section titled [#Solicitation Documents](#) to access all necessary technical documentation and attachments related to this solicitation.

## 4. Business Development

Internal Operations Centre II, 2nd Floor | 400 E South Street, Orlando, FL 32801

Phone: (407) 836-7317 | Fax: (407) 836-5477 |

BusinessDevelopment@ocfl.net <https://www.orangecountyfl.net/VendorServices/MinorityVendors.aspx>

### 4.1. Bid Preference - Registered Service Disabled Veteran Business Ordinance

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 respondent provided that the bid does not exceed the overall lowest responsive and responsible respondent 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

## 5. Insurance Requirements

### 5.1. Limits and Forms

The Vendor/Contractor agrees to maintain, on a primary basis and at its sole expense, the following types of insurance coverage with limits and on forms (including endorsements) as described herein at all times throughout the duration of this contract. These requirements, as well as the County's review or acceptance of insurance maintained by the Vendor/Contractor, is not intended to and shall not in any manner limit or qualify the liabilities assumed by the Vendor/Contractor under this contract. The 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 insurance of the types and to the limits specified herein until the completion of their respective services.

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.florid.com/companysearch/](http://www.florid.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

### 5.2. 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. The 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.

### 5.3. Commercial (Business) Automobile Liability

The Vendor/Contractor shall maintain coverage for all owned/non-owned and hired vehicles issued on the most recent version of the ISO form, as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles, the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### 5.4. Workers' Compensation

The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits and no less than \$500,000 (five hundred thousand dollars) 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

### 5.5. Additional Requirements

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of the Vendor/Contractor's 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, the 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 the 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. The 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, FL  
C/O Risk Management Division  
109 E. Church Street, Suite 200  
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>

## 6. Contract Terms and Conditions

### 6.1. Delivery/ Performance and Force Majeure

#### **Delivery/Performance**

Time is of the essence in the award of this Invitation for Bids. Delivery/Performance shall be no later than **fourteen (14) calendar days** from receipt of the County's Delivery or Purchase Order.

Emergency Response shall be no later than two (2) hour response time, twenty-four (24) hours per day, seven days a week.

It is hereby understood and mutually agreed to by and between parties hereto that the time is an essential condition of this contract. Should the Contractor neglect, fail or refuse to furnish and deliver the goods or provide services within the time herein specified, Contractor does hereby agree, as part of consideration for the award of this contract to reimburse the County any sums expended to contract for rental goods, or any excess sums expended between the contracted rate and off-contract purchase for any equipment or services approved by the Procurement Division for the period from the required scheduled commencement date until services are provided or delivery is made in accordance with the contract.

The Contractor shall, immediately upon discovery of a delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

#### **Force Majeure**

Should the Contractor be delayed in performance or the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Manager, Procurement Division.

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 two (2) 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 fourteen (14) 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.

## **6.2. [Consideration: Requirements](#)**

### **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.**

## **6.3. [Post Award Meeting Requirement](#)**

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

## **6.4. [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 to the billing address specified in the County's Delivery/Purchase Order.

A valid invoice shall include the following:

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

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. Take note of the billing address specified in the County's Delivery/Purchase Order.

## 6.5. Cost Plus Pricing Guidance

Contractor shall be eligible to invoice for cost-plus mark-up/mark-down for parts and supplies acquired from **third-party suppliers only**. Such requests shall be subject to the following conditions:

- **Verification:** Upon submission of an invoice, Contractor shall attach satisfactory documentation to verify the purchase of corresponding parts and supplies from their suppliers. Such documentation may include invoices, receipts, or any other supporting documents reasonably required for verification purposes.
- **Absence of Financial Interest:** Contractor shall certify on the invoice, if it has a financial interest, direct or indirect, in any of the suppliers used for procuring the parts and supplies. This includes, but is not limited to, ownership stakes, shareholder status, or any other financial arrangements that may connect the Contractor to the Supplier. The profit realized from the Contractor's purchase of parts and/or supplies from a division, subdivision, subsidiary, or affiliate of the Contractor shall not be included in the allowable costs charged to the County, unless otherwise approved in writing in advance by the County.

The County will review all invoices and associated documentation to ensure compliance with this provision. The County may, at its sole discretion, conduct additional inquiries or request further documentation to validate the purchase, the legitimacy of the supplier and the absence of financial interest.

In the event that a financial interest or ownership connection is discovered between the Contractor and any supplier used, or the Contractor submits falsified information related to establishing cost, the Contractor may be responsible for reimbursing the County for any excess amounts disbursed and may be subject to termination of the contract and other legal remedies available.

### Manufacturer Direct Pricing

In the event the Contractor is also the proprietary manufacturer of necessary supplies or materials, the Contractor may be granted written approval to invoice for these required proprietary materials. Such approval shall be formalized in a contract amendment.

Any such requests for contract amendment shall be accompanied by a signed statement on letterhead confirming the Contractor's standing as proprietary manufacturer. The County may, at its sole discretion, conduct additional inquiries or request further documentation to validate the Contractor's status as a sole source of supply.

For these items, to the extent practicable, the conversion of cost-plus mark-up/mark-down shall utilize supporting documentation demonstrating manufacturer's published pricing or manufacturer's suggested retail price (MSRP) as the basis to replace "cost", plus mark-up/mark-down (in accordance with the Contractor's then current fee schedule).

### Optional Conversion to Firm Fixed Unit Pricing



At the discretion of the County, the Contractor may be granted written approval to establish firm fixed unit prices for certain commonly used materials. Any such requests shall be accompanied by documentation to establish average cost. To the extent practicable, average cost will be established using multiple quotations.

The basis for firm fixed pricing shall be the established average cost + mark-up/mark-down (in accordance with the Contractor's then current fee schedule). The County's acceptance of firm fixed unit prices shall be all inclusive without further mark-up. Any such approvals shall be formalized via contract amendment. Thereafter, materials provided using firm fixed pricing shall not require supplemental documentation for invoicing.

## 6.6. Ordering

The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

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.

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.

## 6.7. Consumers Price Index (CPI-U) Escalation / De-escalation

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](http://www.bls.gov).

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

$$\begin{aligned} \text{Current Index} - \text{Base Index} / \text{Base Index} &= \% \text{ of Change} \\ \% \text{ of Change} \times 100 &= \text{Percentage Change} \end{aligned}$$

*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.

## 6.8. [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.

### 6.9. Liquidated Damages

Should the Contractor fail to make delivery of the goods or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of \$250 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

### 6.10. Non-Discrimination

Pursuant to Section 17-288, Orange County Code, the County will not extend public funds or resources in a manner that would encourage, perpetuate, or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

- A. The Contractor represents that the Contractor has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Contract.
- B. The Contractor agrees that, on written request, the Contractor shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the nondiscrimination 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 Contract.
- C. The Contractor agrees that, if any of the obligations of this Contract are to be performed by subcontractor(s), the provisions of subsections A. and B. of this section shall be incorporated into and become a part of the subcontract.

### 6.11. 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 related to the procurement of goods as defined in Florida Statutes.

## 6.12. 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.

B. 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.

C. 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.

### D. **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.

### 6.13. Regulatory Authority

In the event that the County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws, and ordinances shall be deemed to have occurred pursuant to the County's authority as a governmental body and shall not be attributable in any manner to the County as a party to this Contract.

### 6.14. Assignments and Successors

The parties deem the services to be rendered pursuant to this Contract to be personal in nature. Each party 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.

Neither party shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

### 6.15. Attorney Fees and Costs

Unless otherwise expressly stated in this Contract, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Contract and any action or proceeding arising out of or relating to this Contract (an "Action").

### 6.16. Construction and Representations

Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract which are not specifically set forth in this Contract.

### 6.17. Governing Law

This Contract shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

### 6.18. Headings

The headings or captions of articles, sections, or subsections used in any of the Contract Documents are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

### 6.19. Jury Waiver

Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

## 6.20. Remedies

No remedy conferred upon any party in this Contract is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

## 6.21. Severability

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract 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.

## 6.22. Survivorship

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Contract.

## 6.23. Use of County and Contractor Logos

Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

## 6.24. Venue

Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

## 6.25. Waiver

No delay or failure on the part of any party to this Contract to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

## 6.26. 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 the Contractor

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, for the violating individual, contract enforcement remedies against the Contractor, or both.

#### 6.27. Single Use Products

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

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the Contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

#### 6.28. Public Records Compliance

By executing this Contract, the Contractor hereby certifies that it understands and agrees that all books, records, and accounts related to the performance of this Contract shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Contractor, or provided to the Contractor pursuant to this Contract, are public records and the Contractor agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

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:

400 E. South Street, 2nd Floor  
Orlando, FL 32801  
(407) 836-5897  
[publicrecordrequest@ocfl.net](mailto:publicrecordrequest@ocfl.net)

#### 6.29. 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.

#### 6.30. 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.

### **6.31. 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.

### **6.32. 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.

### **6.33. 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.



#### 6.34. Patents and Royalties

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

#### 6.35. Copies of Documents

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.

#### 6.36. 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.
  3. 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.
- E. 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.
- F. 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.

### **6.37. Verification of Employment Status**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

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

### 6.38. Professional Licenses

It shall be the responsibility of the Contractor to maintain, at no additional cost to Orange County, any and all professional licenses required to complete all contractual requirements.

### 6.39. Anti-Human Trafficking

By submitting an offer in response to this solicitation, the Respondent acknowledges that, if recommended for award, the timely execution of a Human Trafficking Affidavit is a condition of the contract.

Execution of any contract resulting from the award of this solicitation shall require Respondents to attest, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Respondents are cautioned to review this form in detail as it is a firm requirement of the Contract.

The [Human Trafficking Affidavit](#) can be found on the County's Forms and Resources website (<https://www.ocfl.net/vfr>).

## 7. Special Terms and Conditions

### 7.1. Licenses/Permits/Fees

Orange County will bear the cost of all permits, licenses, and fees imposed on the work/project by agencies of the Orange County Board of County Commissioners. This does not alleviate the selected Respondent from obtaining and procuring the permits, as required by the County.

In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license, and/or fee applicable to this work/project (before and during construction) will be paid by the selected Respondent or may be furnished by the Orange County Board of County Commissioners, as specified below:

- The Orange County Government Fee Directory, incorporated herein by reference, contains a list of licenses, permits and fees that may apply to this project. The fee directory link “Fees” is available at:  
<http://www.orangecountyfl.net/portals/0/resource%20library/open%20government/FeeDirectory.pdf>
- Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities or agencies other than Orange County Board of County Commissioners. Respondents shall review all applicable licenses, permits and fees and contact the applicable agency if there are any questions.

The selected Respondent shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The Respondent shall provide the County with third party documentation to support reimbursement of licenses, permits, and fees.

### 7.2. Free on Board (F.O.B.)

The F.O.B. point will be a destination within Orange County, Florida as specified in the Delivery/Purchase Order. The bid shall include all costs of packaging, transporting, delivery and unloading. This shall include inside delivery if requested to the designated point within Orange County, Florida.

### 7.3. Use of Contracts 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.

#### 7.4. Warranty

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

#### 7.5. Compliance with Occupational Safety and Health

The Contractor certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Contractor further certifies that if the materials, equipment, etc., delivered are subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

The Contractor shall at all times:

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

#### 7.6. Safety Regulations

Equipment shall meet all State and Federal safety regulations.

### 7.7. As Specified

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

### 7.8. Debris

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

### 7.9. Equipment/Service

A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.

C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Respondent shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Respondent shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

### 7.10. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operation Manual - 2 copies

Parts Manual - 2 copies

Repair Manual - 2 copies

### 7.11. 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.

## 8. Bid Response Form (Submittal)

All offers shall be submitted on the County's standard response forms as specified below. Modification of the forms herein or submission on the respondent's quotation forms shall not be accepted and shall be deemed non-responsive.

For upload items, electronic files must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Respondents will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 300 dpi, to allow for reading or interpreting the words, drawings, images or sketches.

### 8.1. QUALIFICATION

#### 8.1.1. *Reference Requirements\**

**Please download the below documents, complete, and upload.**

Respondents are instructed to supply a list of at least three (3) client references for work satisfactorily performed and/or delivered by the Respondent within the last ten (10) years, immediately preceding the due date of bids for this Invitation for Bids. Failure to provide this information may be cause for rejection of the response.

References should be for work **similar in scope and/or specifications** and should collectively validate the following capabilities and experience:

- A minimum of one (1) reference demonstrating experience providing on-call or emergency services that required the contractor to be onsite at an emergency service location worksite within two (2) hours of notification.
- Demonstrate servicing and completion of multiple concurrent projects/contracts.
- A minimum of one (1) reference demonstrating experience providing services for high-security facilities such as a banks, courthouses, correctional institutions or government facilities.

Negative feedback from references may result in the offer being deemed non-responsible.

**Respondents are encouraged to provide additional references beyond the minimum requested references in support of demonstrating qualification.**

See [Solicitation Terms & Conditions](#) for additional guidance concerning reference requirements.

- [Reference Form.xlsx](#)

\*Response required

#### 8.1.2. *Certifications\**



In accordance with [#Solicitation Terms and Conditions](#), Respondents are instructed to upload copies of all applicable certifications required to lawfully perform the proposed work. Certifications shall be submitted in the name of the Respondent or Respondent's employee. If an individual employee holds this certification, proof of the employee's employment shall be provided.

\*\*\*NOTE: Subcontractor certifications **shall not** be used to satisfy this requirement.

**At a minimum, attach the following:**

- American Association of Automatic Door Manufacturers (AAADM) Certification for all technicians to provide services for Lot B.

\*Response required

**8.1.3. *Statement of Qualification and Compliance\****

By submission of this offer the Respondent confirms adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in full accordance and compliance with the [Scope of Services / Specifications](#) herein.

☐ Please confirm

\*Response required

**8.2. CONTRACT COMPLIANCE**

**8.2.1. *Contract Compliance Packet\****

Respondents are instructed to download the below documents, complete and have notarized. An online notarization option will be provided for you when responding. Failure to provide complete contract compliance documentation may result in disqualification.

- [Contract Compliance Packet ...](#)

\*Response required

**8.2.2. *Current W-9\****

Respondents are instructed to download the below documents, complete, and upload.

- [W-9 Form.pdf](#)

\*Response required

**8.2.3. *Non-Collusion Certification\****

The respondent nor any other person, firm or corporation nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this solicitation by the County, also that no head of any department or employee therein, or any officer of Orange County, Florida is directly interested therein.

This offer is genuine and not collusive or a sham; the respondent has not colluded, conspired, connived or agreed directly or indirectly with any other respondent, person, firm or corporation, to put in a sham offer, or compel such other person, firm or corporation, to refrain from making an offer.

The Respondent has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of this offer or the offer of any other respondent.

☐ Please confirm

\*Response required

#### **8.2.4. Drug Free Workplace Certification\***

Respondent certifies the firm has implemented a drug free workplace program which complies with [Florida Statute 287.087](#) and the [Orange County Ordinance Sec. 17-310](#). Failure to confirm shall deem this offer non-responsive.

☐ Please confirm

\*Response required

#### **8.2.5. E-Verify Certification\***

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

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

In addition, the respondent certifies the contractor:

(SELECT ONE)

☐ Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County.

☐ Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract.

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

\*Response required

#### **8.2.6. Conflict of Interest Statement\***

Respondents are instructed to disclose all material facts pertaining to potential conflicts of interest due to any other clients, contracts, or property interest for this project.

Select "No" for no conflicts of interest  
Select "Yes" to disclose potential conflicts of interest

*Note: Respondents indicating "Yes" are instructed to submit additional documentation as part of this response. Failure to provide documentation of a possible conflict of interest may result in disqualification.*

☐ Yes

☐ No

\*Response required

When equals "Yes"

**8.2.7. Conflict of Interest Statement (Attachment)\***

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

***The statement may be in the form of a memo, table or narrative format in Portable Document Format (pdf).***

\*Response required

**8.2.8. Statement of Felony Convictions and/or Charges\***

Respondents are instructed to disclose all material facts pertaining to any felony indictments or convictions in the last ten (10) years, or any pending felony charges, anywhere in the United States, against: 1) Respondent, 2) any business entity related to or affiliated with Respondent, or 3) any present or former executive employee, senior management, key employee, officer, director, stockholder, partner or owner of Respondent or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity who is, or was, solely a stockholder, owning less than 5% of the outstanding shares of a Respondent whose stock is publicly owned and traded.

Select "No" to indicate no felony convictions and/or charges during the time period specified above.

Select "Yes" to disclose felony convictions and/or charges

*Note: Respondents indicating "Yes" are instructed to submit additional documentation as part of this response. Failure to provide documentation of felony convictions and/or charges may result in disqualification.*

☐ Yes

☐ No

\*Response required

When equals "Yes"

**8.2.9. Statement of Felony Convictions and/or Charges (Attachment)\***

The respondent, by attachment to this response, submits a summary of all material facts pertaining to any felony indictments or convictions or any pending felony charges, anywhere in the United States during the last ten (10) years.

***The statement may be in the form of a memo, table or narrative format in Portable Document Format (pdf).***

\*Response required

**8.2.10. Statement of Local, State or Federal Entity Litigation\***

Respondents are instructed to disclose a summary of past litigation and/or judgments entered against it by any local, state or federal entities for the past ten (10) years. Additionally, the Respondent shall disclose any litigation and/or judgments entered against such entities for the same time period.

Select "No" to indicate no Local, State or Federal entity litigation during the time period specified above.

Select "Yes" to disclose Local, State or Federal Entity Litigation

*Note: Respondents indicating "Yes" are instructed to submit additional documentation as part of this response. Failure to provide documentation of Local, State or Federal entity litigation may result in disqualification.*

☐ Yes

☐ No

\*Response required

When equals "Yes"

**8.2.11. Statement of Local, State or Federal Entity Litigation (Attachment)\***

The respondent, by attachment to this response, 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 last ten (10) years.

***The statement may be in the form of a memo, table or narrative format in Portable Document Format (pdf).***

\*Response required

**8.2.12. Statement of Civil Conviction and/or Civil Litigation \***

Respondents are instructed to disclose all material facts pertaining to any civil citations, infractions, or convictions for any reason, or any civil litigation, administrative proceeding, or notice of default during the last ten (10) years, anywhere in the United States, in which Respondent or any business controlled by or affiliated with Respondent is, or was, a party.

Select "No" to indicate no civil convictions or civil litigation during the time period specified above.

Select "Yes" to disclose civil convictions or civil litigation.

*Note: Respondents indicating "Yes" are instructed to submit additional documentation as part of this response. Failure to provide documentation of civil convictions or civil litigation may result in disqualification.*

☐ Yes

☐ No

\*Response required

When equals "Yes"

**8.2.13. *Statement of Civil Conviction and/or Civil Litigation (Attachment)\****

The respondent, by attachment to this response, submits a summary and disposition of civil convictions and/or civil litigation during the last ten (10) years.

***The statement may be in the form of a memo, table or narrative format in Portable Document Format (pdf).***

\*Response required

**8.2.14. *Anti-Human Trafficking\****

Respondent shall confirm they do not engage in or permit the use of coercion for labor or services as defined in Section 787.06, Florida Statutes.

By submitting an offer in response to this solicitation, the Respondent acknowledges that, if recommended for award, the timely execution of a Human Trafficking Affidavit is a condition of the contract.

Failure to confirm shall deem the offer non-responsive.

☐ Please confirm

\*Response required

**8.2.15. *Other Forms (if applicable)***

***If none of the below are applicable you may leave this area blank***

Upload the following forms only if applicable:

- [Information for Determining Joint Venture Eligibility Form](#)
  - In addition to the form, attach the associated, fully executed, Joint Venture Agreements
  - Refer to [#Solicitation Terms and Conditions](#), Joint Venture Requirements
- [Trade Secret Information Log](#)
  - In addition to the form, attach the associated redacted copies of all impacted submittals
  - Refer to [#Solicitation Terms and Conditions](#), Trade Secret Information

### **8.3. SUB-CONTRACTING AND BUSINESS DEVELOPMENT**

#### **8.3.1. Schedule of Sub-Contracting**

***If no subcontractors are applicable you may leave this area blank***

Provide a schedule of all subcontractors anticipated to be engaged in this procurement.

**Complete and upload the following (if applicable):**[Schedule of Sub-Contracting and Location](#)

The [Schedule of Sub-Contracting and Location](#) can be found at on the County's Forms and Resources website (<https://www.ocfl.net/vfr>).

### **8.4. SOLICITATION CHECKLIST**

#### **8.4.1. Acknowledgment of Addenda and Q&A\***

Respondent acknowledges that they are solely responsible for reviewing the latest questions and answer, notices and addenda associated with this procurement process. Failure to consider key information and changes within your submission may result in your offer being deemed non-responsive if key data or forms are omitted.

☐ Please confirm

\*Response required

#### **8.4.2. Irrevocable Offer\***

The Respondent acknowledges that submission of a response serves as the Respondent's formal offer and acceptance of all terms, conditions, specifications, and requirements contained in this solicitation. The Respondent further affirms that its offer shall remain irrevocable and valid for the total period identified in the formal solicitation. Once submitted, the Respondent understands that it cannot withdraw, modify, or cancel its offer without the prior written consent of the County. Submission of a response constitutes the Respondent's certification that it has read, understands, and agrees to be bound by the terms and conditions of this solicitation and that the person submitting the response is authorized to bind the Respondent.

☐ Please confirm

\*Response required

#### **8.4.3. Quality Assurance for File Uploads\***

Respondent acknowledges that they are solely responsible for reviewing their submission to ensure all files and attached documents uploaded are uncorrupted. Failure to perform quality assurance on your submission may result in your offer being deemed non-responsive if key data is omitted or inaccessible.

☐ Please confirm

\*Response required

## 9. Fee Schedule

Respondent shall provide unit prices for all line items, inclusive of overhead, profit, and any other costs necessary to provide the goods/services defined in the Scope of Services/Specifications. Estimated quantities reflected in this fee schedule are provided for evaluation purposes and represent anticipated services for the five (5) year contract term.

In the event of any addition, extension, or calculation error(s), the unit price shall prevail and the Respondent's total offer shall be corrected accordingly. Respondents are responsible for reviewing and verifying all pricing submitted. Failure to do so shall be at the Respondent's sole risk.

Respondents are cautioned, when completing their bid, to 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 solicitation 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 offer being declared non-responsive as these changes will be considered a counteroffer to the County's solicitation.

### LOT A - COMMERCIAL DOORS AND GATES PREVENTATIVE MAINTENANCE

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).

Line Item	Description	Estimated 5-Year Quantity	Unit of Measure	Estimated 5-Year Unit Cost	Estimated 5-Year Total
1	Overhead Roll-up Doors Motorized	250	Annual		
2	Overhead Roll-up Doors Motorized	875	Quarterly		
3	Overhead Roll-up Doors Manual	350	Annual		
4	Overhead Roll-up Doors Manual	100	Quarterly		
5	Fire Doors - Motorized	75	Annual		
6	Motorized Gate System (1 Gate, 1 Motor)	75	Annual		
7	Motorized Gate System (1 Gate, 1 Motor)	225	Quarterly		

Line Item	Description	Estimated 5-Year Quantity	Unit of Measure	Estimated 5-Year Unit Cost	Estimated 5-Year Total
8	Motorized Gate System (2 Gates, 2 Motors)	60	Annual		
9	Motorized Gate System (2 Gates, 2 Motors)	180	Quarterly		
<b>Lot A - Repairs / Additional Services</b>					
10	Labor - Standard Hours	5,000	Hour		
11	Labor - Non-Standard Hours	1,500	Hour		
12	Labor - Emergency Services (24/7/365)	2,500	Hour		
<b>TOTAL</b>					

**REIMBURSEMENT AT COST**

The following line item represents estimated budgets for items/services fees to be reimbursed at cost during the 5-year service period.

Line Item	Description	Quantity	Unit of Measure	Estimated 5-Year Budget	Estimated 5-Year Total
13	Unforeseen expenses (including but not limited to sales tax, freight, permits) at cost	1	Budget	\$50,000.00	
<b>TOTAL</b>					

**PERCENT MARK-DOWN/MARK-UP**

Respondent shall indicate a percent discount (mark-down) as a positive percentage. If charging a percent mark-up, this needs to be indicated as a negative percentage using a minus (-) symbol before the number. A 5-year budget of \$300,000 is provided for estimating purposes. Respondent shall indicate the percent discount as percentage. Example: if proposing a 10% discount based on the budget of \$300,000 the total will reflect a calculation of \$270,000. This would be entered as "10%". If proposing a 10% mark-up based on the budget of \$300,000, the total will reflect a calculation of \$330,000. This would be entered as a "-10%" (take note of the minus (-) symbol).



Line Item	Description	Quantity	Unit of Measure	Estimated 5-Year Budget	Mark-down or Mark-up (%)	Estimated 5-Year Total
14	Parts plus percentage mark-down/mark-up over actual cost. Maximum allowance of 10% (third party invoice (s) from supplier is required as proof of purchase).	1	Budget	\$300,000.00		
<b>TOTAL</b>						

**LOT B - AUTOMATIC AND ADA DOORS PREVENTATIVE MAINTENANCE**

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).

Line Item	Description	Estimated 5-Year Quantity	Unit of Measure	Estimated 5-Year Unit Cost	Estimated 5-Year Total
1	Slide Door - Single	500	Annual		
2	Slide Door - Bi-Part	125	Annual		
3	Slide Door - Bi-Part	50	Quarterly		
4	Slide Door - Bi-Fold	25	Annual		
5	Swing Door - Single	125	Annual		
6	Swing Door - Pair	75	Annual		
<b>Lot B - Repairs / Additional Services</b>					
7	Labor - Standard Hours	2,000	Hour		
8	Labor - Non-Standard Hours	1,000	Hour		
9	Labor - Emergency Services (24/7/365)	500	Hour		

Line Item	Description	Estimated 5-Year Quantity	Unit of Measure	Estimated 5-Year Unit Cost	Estimated 5-Year Total
<b>TOTAL</b>					

**REIMBURSEMENT AT COST**

The following line item represents estimated budgets for items/services fees to be reimbursed at cost during the 5-year service period.

Line Item	Description	Quantity	Unit of Measure	Estimated 5-Year Budget	Estimated 5-Year Total
10	Unforeseen expenses (including but not limited to sales tax, freight, permits) at cost	1	Budget	\$12,500.00	
<b>TOTAL</b>					

**PERCENT MARK-DOWN/MARK-UP**

Respondent shall indicate a percent discount (mark-down) as a positive percentage. If charging a percent mark-up, this needs to be indicated as a negative percentage using a minus (-) symbol before the number. A 5-year budget of \$150,000 is provided for estimating purposes. Respondent shall indicate the percent discount as percentage. Example: if proposing a 10% discount based on the budget of \$150,000 the total will reflect a calculation of \$135,000. This would be entered as "10%". If proposing a 10% mark-up based on the budget of \$150,000, the total will reflect a calculation of \$165,000. This would be entered as a "-10%" (take note of the minus (-) symbol).

Line Item	Description	Quantity	Unit of Measure	Estimated 5-Year Budget	Mark-down or Mark-up (%)	Estimated 5-Year Total
11	Parts plus percentage mark-down/mark-up over actual cost. Maximum allowance of 10% (third party invoice (s) from supplier is required as proof of purchase).	1	Budget	\$150,000.00		
<b>TOTAL</b>						

## 10. Required Contract



PROCUREMENT DIVISION  
400 E. SOUTH STREET | 2ND FLOOR | ORLANDO, FLORIDA 32801

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**Contract No.Y26-1017**  
**Commercial Doors and Gates Preventative Maintenance and Repairs for Facilities Management**

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### 10.1. TERM CONTRACT

Made between Orange County, Florida (hereinafter called COUNTY), represented by the Manager of the Procurement Division, or their authorized delegate, executing this Contract, and  
\_\_\_\_\_ (Name of Contractor), \_\_\_\_\_ (Federal Identification Number).

This Contract is effective \_\_\_\_\_ (date) and;  
shall remain effective through \_\_\_\_\_ (date).

This Contract may be renewed (if applicable), cancelled or terminated as provided in the Contract Documents. Any amendments to this Contract must be in writing.

### 10.2. AMOUNT OF TERM CONTRACT

The estimated contract award for the initial term of the contract is

\_\_\_\_\_

(Dollar Amount in Numbers) (Dollar Amount in Words)

This is a term contract for the time period specified in the referenced solicitation, 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 solicitation. The Respondent is granted authorization to proceed to perform services upon receipt of a duly executed Delivery Order or Purchase Order.

### 10.3. CONTRACT DOCUMENTS

- A. The following documents are hereby incorporated into this contract.
- B. The order of precedence of items and documents is as follows:
  - 1. Contract
  - 2. Permits (if applicable)
  - 3. Solicitation addenda and written question/answers issued
  - 4. Special Terms and Conditions (including supplemental terms and conditions, if applicable)
  - 5. Contract Terms and Conditions
  - 6. Insurance Requirements
  - 7. Business Development Requirements (if applicable)
  - 8. Specifications/Scope of Services
  - 9. Solicitation Attachments
  - 10. Solicitation Terms & Conditions
  - 11. Submittal Instructions
  - 12. Contractor's Bid Proposal
- C. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the above order.

### 10.4. INVOICING

Invoices against this Contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bid.

Invoices must be submitted, in duplicate, referencing this Contract number and the applicable Delivery Order / Purchase Order number to:

**Orange County Facilities Management Division Fiscal Office**

**Internal Operations Centre II**

**400 E. South Street, 5th Floor**

**Orlando, FL 32801**

### 10.5. Anti-Human Trafficking

In accordance with Section 787.06, Florida Statutes, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as those terms are defined in that section. Attestations shall be documented using a [Human Trafficking Affidavit](#) as provided by the County. The

latest form is accessible on the County's Forms and Resources website (<https://www.ocfl.net/vfr>) or by emailing [procurement@ocfl.net](mailto:procurement@ocfl.net).

A [Human Trafficking Affidavit](#) shall be required when (1) executing, (2) renewing, or (3) extending a contract.

## 10.6. [CONTRACT EXECUTION](#)

County and Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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.

## 10.7. [COUNTERPART \(1\)](#)

\_\_\_\_\_  
(Name of Contractor)

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

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

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

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

### NOTICES:

\_\_\_\_\_  
(Contact)

\_\_\_\_\_  
(Address)

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

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

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

## 10.8. [COUNTERPART \(2\)](#)

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

ORANGE COUNTY, FLORIDA

Invitation for Bids #Y26-1017

Title: Commercial Doors and Gates Preventative Maintenance and Repairs for Facilities Management

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

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

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

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

**NOTICES:**

PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 EAST SOUTH STREET, 2ND FLOOR  
ORLANDO, FLORIDA 32801

(407) 836- 5635

**EMAIL:**PROCUREMENT@OCFL.NET