

INVITATION FOR BID

IFB #604483-22/LNF

TERM CONTRACT FOR CAULKING, COATINGS,  
JOINT SEALANT, AND PRESSURE WASHING  
SERVICES



1301 East Second St.

Sanford, FL 32771

RELEASE DATE: December 20, 2022

DEADLINE FOR QUESTIONS: January 20, 2023

RESPONSE DEADLINE: February 1, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

IFB #604483-22/LNF

Title: Term Contract for Caulking, Coatings, Joint Sealant, and Pressure Washing Services

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

Seminole County  
IFB #604483-22/LNF  
Term Contract for Caulking, Coatings, Joint Sealant, and  
Pressure Washing Services

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## 1. INTRODUCTION

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete to demonstrate the Bidder's understanding of the requested work clearly and fully and/or delivery requirements.

### 1.1. Summary

Seminole County is seeking a qualified contractor to furnish all supervision, labor, equipment, material, tools, machinery, transportation, and incidentals necessary to provide caulking, coatings, joint sealant, and pressure washing services on an as-needed basis on County owned properties. Qualified Contractors must bid on all the services requested herein to be considered.

### 1.2. Contact Information

**Leticia Figueroa**

Senior Procurement Analyst

1301 East Second Street

Sanford, FL 32771

Email: [lfigueroa@seminolecountyfl.gov](mailto:lfigueroa@seminolecountyfl.gov)Phone: [\(407\) 665-7119](tel:(407)665-7119)**Department:**

Resource Management - Purchasing &amp; Contracts

### 1.3. Timeline

<b>Release Project Date</b>	December 20, 2022
<b>Question Submission Deadline</b>	January 20, 2023, 12:00pm
<b>Proposal Submission Deadline</b>	February 1, 2023, 2:00pm

## 2. SCOPE OF SERVICES

### 2.1. GENERAL REQUIREMENTS.

#### HOURS OF WORK.

Standard Hours: Standard working hours shall be from 7:00 am to 5:00 pm, Monday through Friday, excluding recognized Seminole County holidays. County does not pay for travel time.

Non-standard Hours: Non-standard working hours shall be from 5:01 pm to 6:59 am, Monday through Friday, weekends and approved work scheduled during holidays. After Hours Services shall be approved in advance, prior to work being performed.

#### GENERAL REQUIREMENTS.

A. CONTRACTOR is required to submit a written estimate to the COUNTY before work is authorized. Failure to do so will result in non-payment of unauthorized work.

### 2.2. PART I – CAULKING, COATINGS & JOINT SEALANT

#### 1. GENERAL:

A. The Contractor shall furnish all supervision, labor, equipment, material, tools, machinery, transportation, incidentals, and services necessary to fully complete the project.

B. The Contractor shall coordinate all activities with the designated County representative.

C. The Contractor shall complete all work to the satisfaction of the designated County representative.

D. The Contractor shall not use County dumpsters, trash bins, or other County contracted services to dispose of the materials.

E. The Contractor shall arrange for a timely inspection of the completed project with the designated County representative.

F. The Contractor shall post all normal safety signs, necessary light, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.

G. The Contractor shall provide vehicles licensed for use on public streets and licensed in the State of Florida. Vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.

H. The Contractor's employees shall wear uniform shirts with identification name tags to include employee's name, company name and/or logo.

I. The Contractor shall assume all responsibility to ensure that all primers, caulking, patching, sealants are mutually compatible and comprise a system approved by the joint sealant product manufacturer. Product shall be applicable and compatible with the surfaces to be prepared and treated.

J. The Contractor shall be approved by the Joint Sealant System Manufacturer for installation of the approved products.

K. The Contractor shall provide MSDS data sheets for all applicable products.

L. The Contractor's equipment and application tools shall be in good and safe condition and suitable for the application for which it is being used.

M. The work may include removal of old caulking and backer rod, preparation, repair, installation of new backer rod, caulking, and sealing of substrates and joint systems to seal out rain/water, air, wind, vermin, heat, and cold at the designated location. Work to be performed on an as-needed basis and each Purchase Order will describe the specific work to be performed. Work may include but is not limited to:

I. Re-caulk all window and door perimeters joints.

II. Re-caulk all wall penetrations, expansion, and construction joints.

III. Re-caulk all exterior architectural enhancement/ornaments and building connections and expansion joints.

IV. Re-caulk all glass to metal and metal to metal at window systems and metal to concrete / stucco.

N. Water Repellant / Sealer: Protectosil Chem. – Trete 40 VOC, or equivalent.

## 2. QUALITY ASSURANCE.

A. All materials for application to surfaces shall be delivered to the site in their original, unopened containers with original labels.

B. Only products that are compatible with the manufacturer's specification shall be used.

C. Joint sealant and associated products shall comprise a complete system as provided by the manufacturer.

D. Contractor shall submit product manufacturer's data catalog cut and MSDS sheets for products used.

E. It shall be the Contractor's responsibility to provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

F. Applications and products used shall be made in strict conformance with the manufacturer's joint sealing system instruction on the labels and products data sheets.

G. Materials shall be kept at proper and uniform consistency.

H. There shall be no lead or mercury content in any materials applied to surfaces as part of this work.

I. Sealants used for crack repairs must be either silicone or silyl-terminated polyether. Color must match existing surfaces. Suggested Sealant – polyurethane, urethane, and silicone. Backing materials shall be compatible with the sealant.

J. Contractor shall not proceed with installation of joint sealants when ambient and substrate temperature and conditions are outside the limits permitted by joint sealant manufacturers and/or when joint substrates are wet.

K. Contractor must use joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

L. Joint Width Conditions: Contractor shall not proceed with installation of joint sealants where joint width is less than allowed by joint sealant manufacturer for application indicated.

M. Joint Substrate Conditions: Contractor shall not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

### 3. EXECUTION.

#### A. EXAMINATION:

I. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

II. Contractor shall thoroughly examine bid documents and shall thoroughly acquaint himself with the site and with the field conditions affecting the work. Contractor shall verify necessary dimensions and all information in the field before starting the work. The Contractor shall take own field measurements and be responsible for the same.

III. Contractor shall verify conditions on the job so that all work will properly coordinate with and join any previously work.

#### B. REMOVAL OF JOINT SEALANTS:

I. Cut out joint sealant without altering the appearance of the structure including edges, face of building and without appreciably widening joint width.

II. Remove embedded dust and debris from joint faces.

C. SURFACE CLEANING OF JOINTS: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

I. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

II. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

1. Concrete.

2. Masonry.

3. Unglazed surfaces of ceramic tile.

4. Exterior insulation and finish systems.

III. Remove laitance and form-release agents from concrete.

IV. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

1. Metal.

2. Glass.

3. Porcelain enamel.

4. Glazed surfaces of ceramic tile.

V. JOINT PRIMING: Contractor must use material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant substrate tests and field tests. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond. Contractor shall protect sills, ledges and projections from droppings and spillage to adjoining surfaces.

VI. MASKING TAPE: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

D. INSTALLATION OF JOINT SEALANTS:

I. GENERAL: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

II. SEALANT INSTALLATION STANDARD: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

III. Contractor shall provide sealant backings of materials and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joints fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

IV. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.

2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.



V. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

VI. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. TOOLING OF NON-SAG SEALANTS:

I. Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193. Use masking tape to protect surfaces adjacent to recessed tooled joints.

F. ACOUSTICAL SEALANT INSTALLATION:

I. At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

G. FINISH:

I. Remove spots or defacement resulting from work. If spots or defacement cannot be satisfactorily removed and retouched, contractor shall re-finish the surfaces as directed by the County Project Manager.

4. SAFETY PRECAUTIONS:

A. Provide adequate barricades, railings, overhead protection, safety nets, etc., to safeguard the public and workmen from falling debris.

B. Sidewalks and paths shall be protected, kept free of obstructions, and maintained in a safe and satisfactory condition.

C. The Contractor shall provide barricades, erect, and maintain barricades, warning signs, flags, lights, as may be necessary to protect the work and safeguard the workmen and their general

public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.

D. The Contractor shall at all times guard against damage or loss to the property of the County, the Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Contractor(s) shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, Contractor shall provide for the prompt removal of all debris from County property. Seminole County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or their agents.

#### 5. WARRANTY.

A. SPECIAL INSTALLER'S WARRANTY: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

I. WARRANTY PERIOD: Five years from date of Completion and acceptance.

B. SPECIAL MANUFACTURER'S WARRANTY: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

I. WARRANTY. The contractor agrees that, unless expressly stated otherwise in the bid response, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

I. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.

II. Disintegration of joint substrates from natural causes exceeding design specifications.

III. Mechanical damage caused by individuals, tools, or other outside agents.

IV. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

### 2.3. PART II - PRESSURE WASHING SERVICES

Contractor will provide all labor, supervision, equipment, coordination, transportation, clean up and incidentals necessary to provide all pressure washing on an as-needed basis.

#### 1. PROCEDURES

A. All preparations and material applications shall be in strict accordance with the material manufacturer's directions/instructions. Materials shall be commercial products specifically manufactured for the task specified.

B. Contractor shall examine all surfaces prior to starting the job, and notify the Project Manager of any loose paint, damaged or rotten areas. Contractor shall not allow any solutions to get under doors or around windows.

C. Place barriers/traffic cones to delineate construction area and keep traffic out of the work area. Contractor is responsible to verify all vehicles are parked away from the work area.

D. Isolate dust and debris to work area. All adjacent plants, surfaces, equipment, etc. shall be protected from damage.

## 2. STAIN REMOVAL:

A. Examine surfaces and identify stains that are present. Remove all gum spots, tar spots, and bird droppings from surfaces.

B. Select commercially available stain remover, follow manufacturer's recommendation. A copy of the Material Safety Data Sheet shall be provided for each product used. The Contractor shall comply with all County, State and federal regulations in use, application and disposal of products used to perform this work.

C. All stains shall be removed including, but not limited to mold, mildew, rust /iron, oil, grease, tree leaves, cob webs, asphalt tar, paint, epoxy coating, caulking, mortar smears, tire skid marks, tobacco, moss, etc.

I. Care shall be taken not to discolor the color of any concrete, pavement, or other building finish material.

II. Care shall be taken not to damage the walls, ceiling, lights, and architectural enhancements/ornaments.

D. A commercial cleaning detergent shall be allowed to sit as specified by the material manufacturer and then removed with a high-pressure water sprayer. It may be necessary to apply full strength solution with chemical brush for difficult areas.

E. Remove mud nests, cobwebs and built-up residue/grime by brushing and low pressure washing.

F. All residues shall be removed from windows, and the windows shall be cleaned if Project Manager deems it necessary.

## 3. OVERALL CLEANING:

A. Overall cleaning shall start only after the removal of all stains.

B. Overall cleaning shall remove accumulated grime, dirt, and efflorescence.

C. A commercial detergent and acid cleaner specifically designed for removal of grime and efflorescence shall be used.

I. Application procedures shall be in accordance with the manufacturer's recommendations.

II. Test cleaning compound on a small, unobtrusive area to ensure cleaner does not result in changing color of the concrete.

D. Ensure any cleaning chemicals drain across pavement and not into grass of vegetation.

E. Ensure any cleaner residue is removed from low spots areas and that those low spots areas are cleaned thoroughly.

#### 4. PRESSURE WASHING:

A. Contractor shall use pressure cleaning equipment/PSI/GPM specific for the job (stucco, wood, roof, glass, aluminum, etc.).

B. All chemicals used for the performance of this contract shall be approved "Green Seal" labeled or equivalent. Chemicals used shall be environmentally safe and non-toxic.

I. A commercial detergent and acid cleaner specifically designed for removal of grime and efflorescence shall be used.

1. Application procedures shall be in accordance with the manufacturer's recommendations.

2. Test cleaning compound on a small, unobtrusive area to ensure cleaner does not result in changing color of the concrete.

II. Chemical detergent used shall be removed with a high-pressure water sprayer ONLY.

1. The use of sandblasting, bead-blasting, or grinding shall not be allowed, unless specifically discussed and approved of by County project manager.

III. Ensure any cleaning chemicals drain across pavement and not into grass of vegetation.

IV. Ensure any cleaner residue is removed from low spots areas and that those low spots areas are cleaned thoroughly.

C. Contractor shall remove all equipment, surplus materials, and any other residue from premises.

D. INSPECTIONS. Upon completion of work, a visual inspection shall be made by the Contractor and the County's representative to ensure that work is acceptable. It is the Contractor's responsibility to arrange for a timely inspection with the County's representative. The Contractor shall re-do any work that is not satisfactory, at no additional charge to the County.

Note: A list of chemicals to be used shall be provided with the initial bid response. It is the contractors' responsibility to ensure that the County has received the latest version of any Material Safety Data Sheet (MSDS) required by 29 CFR 1910.1200 prior to the first contractor use or provision of any hazardous material. Also, at any time the content of an MSDS is revised, the contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material. All chemical containers and residual contained chemicals will be the responsibility of the awarded contractor. No chemicals of any type shall be disposed of at or on County property. The County water source at each facility may be utilized.

E. WARRANTY. The contractor agrees that, unless expressly stated otherwise in the bid response, the product and/or service furnished as a result of an award from this solicitation shall

be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1. Contact

All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person, PCD ADMIN, regarding this IFB or their written bid at any time prior to the posting on the COUNTY'S Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the COUNTY.

#### 3.2. Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this IFB.

#### 3.3. Public Opening

Electronic bids shall be received by PCD online in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7116. The Public Opening via ZOOM [https://zoom.us/ Meeting ID 865 8422 2565](https://zoom.us/MeetingID86584222565) Passcode 520343.

#### 3.4. Delays

The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (<https://secure.procurenow.com/portal/seminolefl>)

#### 3.5. Bid Submission and Withdrawal

The COUNTY will accept bids electronically via the COUNTY'S e-Procurement Portal until 2:00 pm on Wednesday, February 1, 2023. Bids received after the scheduled due date and time for submission shall not be considered. Bids submitted in any other format other than via the COUNTY'S e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed. Companies shall register on the COUNTY'S e-Procurement Portal. Once registered, Companies may view and click "Follow" to be a prospective Bidder for this solicitation and will appear on the Follower's list. Bidders that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the COUNTY'S e-Procurement Portal, and therefore will be unable to participate or be considered for this IFB. If a Bidder encounters technical difficulties using the COUNTY'S e-Procurement Portal, or needs assistance using the Portal, Bidders may access the Help Center for [vendor training](#) guides provided by OpenGov-Procurement, the Software Administrator. Proposers may also contact the Software Administrator using the real-time chat function on the COUNTY'S e-Procurement Portal (located in lower right-hand corner of the screen), or via email at [support@procurenow.com](mailto:support@procurenow.com) for support.

The COUNTY will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like, neither the COUNTY, nor the Software Administrator, will be held responsible. Bidders shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Bidder is using to submit a response. Failure of the Bidder to successfully submit an electronic proposal before the deadline indicated herein shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted bids. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Bidder will also receive an email confirmation from the COUNTY's e-Procurement Portal. Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7116, before the 2:00 pm deadline.

The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED** file of their complete written bid.

Bidders may withdraw their bid electronically via the COUNTY'S e-Procurement Portal at any time prior to the scheduled due date and time for submission.

### 3.6. Inquiries

All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing **via the Q&A tab** in the COUNTY'S e-Procurement Portal prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Agreement, shall be requested in writing, and received no later than 12:00 pm on Friday, January 20, 2023. Written requests shall be submitted via the COUNTY'S e-Procurement Portal. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB. If the Q&A deadline has passed, a Bidder may contact the COUNTY directly if necessary at [pcdadmin@seminolecountyfl.gov](mailto:pcdadmin@seminolecountyfl.gov). The COUNTY reserves the right to reject any questions sent after the Q&A deadline.

### 3.7. Addenda

Should revisions to the IFB documents become necessary, the COUNTY will post Addenda information on the COUNTY's e-Procurement Portal. The COUNTY's e-Procurement Portal will issue an automated email notification to all "Followers" on the IFB's Followers list. All Bidders should check the COUNTY's Website or notify PCD ADMIN to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation. Addenda information will be posted on the COUNTY's Website (<https://secure.procurenow.com/portal/seminolefl>). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

### 3.8. Selection Process and Award

The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

**AWARD CRITERIA:** The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity, and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.



- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability, and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
- (j) The type, structure, and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

### 3.9. Bid Preparation Costs

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this IFB

### 3.10. Accuracy of Bid Information

By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing, and able to perform if selected.

### 3.11. Insurance

A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Bidder's submitted proposal and rescission of any ensuing Award Agreement.

**The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.**

### 3.12. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

### 3.13. Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

### 3.14. Posting of the IFB's Recommendation and Intent to Award

The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (<https://procurement.opengov.com/portal/seminolefl>) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

### 3.15. Public Records

Upon recommendation and intent to award this IFB as posted to the COUNTY's website or thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents.

Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

### 3.16. Prohibition Against Contingent Fees

It shall be unethical for any person to be retained, or to retain any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### 3.17. Acceptance/Rejection/Disqualification

The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

### 3.18. Additional Terms and Conditions

Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and

the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

### 3.19. Responsibility

The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

### 3.20. Bids to Remain Firm

All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty-day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

### 3.21. Purchasing Code

Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

### 3.22. Affirmation

By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract.

### 3.23. Mistakes in the Bid

Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

### 3.24. Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

### 3.25. Drug-Free Workplace Compliance

Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

### 3.26. Public Entity Crime

Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

### 3.27. Uniform Commercial Code

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

### 3.28. Proprietary/Restrictive Specifications

Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

### 3.29. Payment Terms/Discounts

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

### 3.30. Price Redeterminations

1. **During the Renewal Term**: Petitions for price redeterminations must be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. **Outside the Renewal Term**: Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified

herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

**BASIS FOR PRICE REDETERMINATIONS.** The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

**WAGE PRICE REDETERMINATION.** When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at [www.bls.gov](http://www.bls.gov).

**MINIMUM WAGE PRICE REDETERMINATION.** If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

**FUEL PRICE REDETERMINATION.** If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for

Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

**MATERIALS PRICE REDETERMINATION.** At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

**PRICE REDETERMINATION CALCULATION.** All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73 264.52

Current PPI is 264.52 -158.73

105.79

105.79 divided by 158.73 = .666%

The unit cost of the service is \$100.00

14% of \$100.00 = \$14.00

\$14.00 x .666 = \$9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

**EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION.** If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.



### 3.31. Purchasing Agreements With Other Governmental Agencies

All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

### 3.32. Quantities

Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

### 3.33. Price/Delivery

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document.

F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made 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 will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

### 3.34. Bid Forms

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

### 3.35. Method of Ordering

The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.



The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

## 4. ADDITIONAL TERMS & CONDITIONS - MAINTENANCE SVCS.

### 4.1. DEFINITIONS/INTERPRETATIONS

#### **Definitions.**

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

**Addenda** - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

**Acceptance; Final Acceptance** - The formal action by COUNTY accepting the Work as being complete after certification by County's Representative of Final Completion.

**Agreement** - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

**Building Elements** - An architectural, structural, electrical, mechanical or plumbing component of a building, facility, space, or site.

**Change Order** - A written instrument issued on or after the Effective Date of the Agreement, of which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

**Contract Claim** - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

**Contract Documents** - The Agreement and those documents referenced in the Agreement.

**Contract Price** - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

**Contract Time** - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

**CONTRACTOR** - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof, who is currently and actively licensed by the State of Florida and who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

**COUNTY** - Seminole County, a political subdivision of the State of Florida; the Owner.

**Date of Commencement of the Contract Time** - The Begin Date given by the Purchase Order when the Contract Time commences to run.

**Day** - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

**Defect or Defective** - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the contract plans or specifications or does not meet the requirements of any inspection, code, reference standard, test or approval referred to in the Contract Documents or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

**Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

**Equipment** - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

**Holidays** - Days designated by Seminole County as legal holidays. These days are:

New Year's Day - January 1st

Martin Luther King's Birthday - Third Monday in January

Memorial Day - Last Monday in May

Independence Day - July 4th

Labor Day - First Monday in September

Veteran's Day - As Designated

Thanksgiving Day - Fourth Thursday in November

Day after Thanksgiving Day - Fourth Friday in November

Christmas Day December 25th

**Laws and Regulations; Laws or Regulations** - Laws, Rules, Codes, Regulations, Ordinances, and/or court or administrative orders of the federal, state and local governments.

**Materials** - Any substances to be incorporated in the Work under the Contract Documents.

**Permits** - An authoritative or official certificate of permission.

**Progress Schedule** - All documentation related to the planning, scheduling and implementation of the Work as described in the Contract Documents.

**Project** - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

**Project Manager** - The authorized representative of the County who is assigned to the Project. The County's representative acting directly or through duly authorized representatives.

**Subcontractor** - An individual, partnership, corporation, joint venture, or other combination thereof having a Sub-agreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with

part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof that has a Sub-agreement with another Subcontractor to perform any of the Work at the site.

**Supplier** - A manufacturer, fabricator, Supplier, distributor, material-man or vendor.

**Total Bid** - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

**Warranty Period** - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

**Work** - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

## 4.2. PRELIMINARY MATTERS

**Copies of Documents.** COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

**Commencement of the Contract Time; Purchase Order.** The Contract Time will begin on the date indicated in the Purchase Order.

The CONTRACTOR shall start to perform the Work on the date indicated on the Purchase Order. Prior to the issuance of a Purchase Order, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, PROJECT MANAGER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Purchase Order.

**Before Starting Work.** Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent information and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or PROJECT MANAGER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

Before commencement of the Work, CONTRACTOR shall submit to the PROJECT MANAGER for review a preliminary Progress Schedule indicating the starting and finishing dates of each Work activity, and a proposed schedule.

**Preconstruction Conference.** Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for a working understanding among the parties as to the Work.

**Physical Conditions.** The CONTRACTOR shall take the steps necessary to ascertain the nature and the location of the Work. The CONTRACTOR shall also determined for himself the existing physical conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon mobilization, demolition, transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power; (3) uncertainties of weather; (4) the conformation of surface and subsurface ground conditions; (5) the character and limitations of the equipment, machinery and existing physical conditions within the limits of construction or within the buildings that are utilized during the Work.

The CONTRACTOR shall employ only competent personnel and utilize only suitable equipment in performing the layout of the Work. Contractor shall not engage the services of any person or persons in the employ of the COUNTY for performance of the layout of the Work. Adequate field notes and records shall be kept on a daily basis as the layout work is accomplished. These field notes and records shall be available for review by the PROJECT MANAGER as the Work progresses and copies shall be furnished at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout work by the PROJECT MANAGER and the acceptance of all or any part thereof shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans/Specifications.

#### 4.3. CONTRACTOR'S RESPONSIBILITIES

**Supervision and Superintendence.** CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means and methods, techniques, schedules, sequences and procedures of construction and for providing the required safety precautions, for coordinating all portions of the Work with all regulatory, jurisdictional and governmental authorities, for further coordination as required with commercial businesses, private residents and employees of the Owner and for enforcement of order and cooperation among the CONTRACTOR's employees and all of the Subcontractors and Suppliers. The CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents and its intent.

**Personnel and Working Hours.** CONTRACTOR shall at all times maintain good discipline and order at the site.

CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed according to the established Construction Schedule and within the Contract Time. Failure to fully man the Project with supervisory personnel, skilled workers or common laborers of which actions shall lead to a delay in the Work Schedule shall be cause for a claim for damages against CONTRACTOR or termination of CONTRACTOR by the Owner.

Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, all Work at the site shall be performed during normal working hours, unless

otherwise specified. Normal working hours shall be defined as period occurring between the hours beginning at **7:00 a.m.** and ending at **5:00 p.m.**, exclusive of Saturdays, Sundays, or Holidays.

**Items of Material or Equipment.** All Materials and Equipment shall be of good quality and new. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

Project is to be constructed with asbestos free materials.

**Concerning Subcontractors** - The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the County and any Subcontractor or any person except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee.

**Patent Fees And Royalties** - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

**Permits.** Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits, fees, and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of public and private utility service companies for all required utility services that complete and accomplish the Work according to the Contract Documents. The CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

**Laws and Regulations.** CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to PROJECT MANAGER, CONTRACTOR shall bear all costs arising therefrom.

CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

CONTRACTOR shall comply with all Federal, State, and Local laws, ordinances, codes, and regulations applying to the Work. The CONTRACTOR shall be solely responsible for bidding and constructing the Work per the current building codes as required by the Contract Documents and the construction practices normally applicable to each trade vendors or installer's trade.

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Use of Premises.** The CONTRACTOR shall confine construction equipment, the storage of materials and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements or required by the Contract Documents or limited by the Owner. The CONTRACTOR shall not unreasonably encumber the premises with construction equipment or materials or other equipment. The CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. The CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Periodically, during construction, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises for disposal. At completion of the Work all tools, appliances, construction equipment and machinery, and surplus materials shall be removed by the Contractor and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition or better all property not designated for alteration by the Contract Documents, but, was impacted due to the construction operations and close proximity to the Project.

CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger human life or damage the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger human life or damage it.

**Safety and Protection.** CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as PROJECT MANAGER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of PROJECT MANAGER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

CONTRACTOR shall notify PROJECT MANAGER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the PROJECT MANAGER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to PROJECT MANAGER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

**Emergencies.** In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by written Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Time.

**Continuing the Work.** CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

**Responsibility for Coordinating and Connecting to Existing Services and Utilities.** At all points where the Work constructed by CONTRACTOR connects to existing utilities and



services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for and coordinated by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roadways, sidewalks, driveways, ditches, electrical, lighting, sanitary sewer, mechanical, fire suppression, water distribution, gas, plumbing, communications, data, phone, storm water, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

**Storage of Materials.** Materials shall be so stored as to insure the preservation of their quality, color, and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. Materials improperly stored may be rejected without testing. Materials or equipment shall not be stored under the canopy or within the 'drip line' of any trees without prior approval by the Project Manager.

The insurance, protection and security of stored materials shall be the sole responsibility of the CONTRACTOR. The COUNTY shall not be liable or at risk for any loss of materials due to theft, weather, negligence, nor for any damages to the stored materials.

**Defective Materials.** Materials which are or have been improperly stored. All such materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the PROJECT MANAGER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the PROJECT MANAGER made under the provisions of this Section, the PROJECT MANAGER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

**CONTRACTOR's Responsibility for Work.** Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

**Interferences.** The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with County employees, pedestrian/visitor traffic due to County business and vehicular traffic. The CONTRACTOR's vehicles, personnel, materials and equipment shall be operated in such a manner that they will not be a hazard or hindrance to daily operations and performance of County business.

**Coordination with other Contractors.** The CONTRACTOR shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in

accordance with the spirit of the Plans or Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

**Final Cleaning Up of Job Site.** Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; CONTRACTOR shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

#### 4.4. WORK BY OTHERS

**Related Work At Site.** COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let others direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Coordination with other contractors will be the sole responsibility of CONTRACTOR and neither COUNTY nor PROJECT MANAGER shall have any authority or responsibility with respect to such coordination.

**Extensions in Contract Time.** If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension or adjustment in Contract Time and if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

**Contract Time Coordination.** CONTRACTOR shall give prompt written notice to COUNTY, PROJECT MANAGER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others.

When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to PROJECT MANAGER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

#### 4.5. PROJECT MANAGER'S STATUS DURING CONSTRUCTION

**COUNTY'S Representative.** PROJECT MANAGER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and PROJECT MANAGER.

**Visits to Site.** PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of the Work to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

**Project Representation.** COUNTY may designate another agent to represent COUNTY at the site who is not the PROJECT MANAGER or its agent or employee.

**Duties, Responsibilities and Limitations of Authority of PROJECT MANAGER.** The PROJECT MANAGER will perform the duties and responsibilities described herein. PROJECT MANAGER shall generally issue all communications to CONTRACTOR including but not limited to communications directed to CONTRACTOR from COUNTY. CONTRACTOR shall generally issue all communications to COUNTY through PROJECT MANAGER

PROJECT MANAGER will provide instructions on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared; prepare documents as required and review them with COUNTY, as applicable.

PROJECT MANAGER will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

PROJECT MANAGER will conduct general on-site observations of the Work in progress and will observe for non-conformance reports to determine if the Work is proceeding in accordance with the Contract Documents.

PROJECT MANAGER will notify CONTRACTOR of disapproval or rejection of defective Work and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

PROJECT MANAGER will accompany visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections.

PROJECT MANAGER will transmit to CONTRACTOR clarifications and interpretations as issued by the COUNTY.

PROJECT MANAGER will report promptly to COUNTY upon gaining knowledge of the occurrence of any accident at the site.

PROJECT MANAGER will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

PROJECT MANAGER will consult as appropriate with COUNTY's staff in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

PROJECT MANAGER will review and evaluate CONTRACTOR's Application for Payment and advise COUNTY staff accordingly.

PROJECT MANAGER will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise COUNTY staff accordingly.

PROJECT MANAGER will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to COUNTY concerning Acceptance.

During the course of the Work, the PROJECT MANAGER will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed.

**Clarifications and Interpretations.** PROJECT MANAGER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as PROJECT MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

**Authorized Variations in Work.** PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

**Rejecting Defective Work.** PROJECT MANAGER will have authority to disapprove or reject Work at any time during the construction of the Work, which PROJECT MANAGER believes to be Defective. PROJECT MANAGER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by PROJECT MANAGER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

**Notice to Cure** - If the County determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Purchasing and Contracts Division shall issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County shall take further action, up to and including Contract termination.

The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

#### 4.6. CHANGE OF CONTRACT AMOUNT, DELAYS AND EXTENSION OF TIME

**Contract Amount.** The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County.

**County Obligation.** The County owes no duty, obligation, damages, change in Contract Amount, or liability to Contractor as a result of any delay, interference, suspension or other event which may impact Contractor's progress schedule of its contract.

**Extension of Time Sole Remedy.** Should Contractor's performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted, or be suspended in the commencement, prosecution or completion, for reasons beyond Contractor's control, and without any fault or negligence on its part contributing thereto, Contractor's sole remedy shall be an extension of Contract Time in which to complete the Contract.

**Contract Time Extension.** The County may grant an extension of Contract Time when a controlling item of work on the critical path of Contractor's progress schedule is delayed by factors not reasonably anticipated or foreseeable at the time of bid. Such time extension may be allowed only for delays occurring during the time for performance set forth in the progress schedule. Extensions of Contract Time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

#### 4.7. SCHEDULES

**Schedules.** Project Schedule Definitions:

- A. **Work Activities** - The significant events of the Project. All significant work activities must be identified in sufficient detail to track work activity progress towards completion and consequentially, the completion of the Project.
- B. **Start Date and Finish Date** - The dates a work activity will begin and will be completed.
- C. **Duration** - The length of time it takes for a work activity to be completed, from Start Date to Finish Date.
- D. **Sequence** - The order in which a group of work activities must be completed. This includes work activities that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- E. **Critical Path** - The complete sequence of work activities whose accumulative duration determines the length of time needed to complete the entire Project from NTP to Final Completion.
- F. **Critical Path Items** - The work activities on the Critical Path.

- G. **Controlling Work Items** – Those activities that are either critical path or indirectly influences the critical path. Such as a controlling work item provided by the Owner.
- H. **Float Time** - The duration of a work activity that is not on the Critical Path which could be delayed without affecting the date of Substantial Completion. Time and conditions for Float Time shall be clearly established in the Contract Documents.

CONTRACTOR shall prepare and submit for COUNTY's review a time scaled Project Schedule with a Critical Path (CPM). The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work. The Project Schedule shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work activity. The Project Schedule shall show all of the Work activities to be completed and the accumulative duration of the Critical Path leading to each Substantial and Final Completion. Beginning with the Purchase Order and ending with the date of Final Completion, the duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement.

#### 4.8. WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

**Warranty and Guarantee.** CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

**Access to Work.** COUNTY'S PROJECT MANAGER shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

**Tests and Inspections.** CONTRACTOR shall give PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by PROJECT MANAGER may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all related costs, schedule related activities at appropriate times, and furnish PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or PROJECT MANAGER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of material or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and PROJECT MANAGER.



Neither observations by PROJECT MANAGER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents and Building Code Requirements.

If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for PROJECT MANAGER's services and other related costs.

**Final Inspection.** Upon written notice from the Contractor that the Work is complete, including the "punch" listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

**Final Inspection for Payment.** After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment.

**Correction or Removal of Defective Work.** CONTRACTOR shall promptly, without cost to COUNTY and as specified by PROJECT MANAGER, either corrects any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by PROJECT MANAGER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

**Contractor's Continuing Obligation.** The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

#### 4.9. SUSPENSION OF WORK AND TERMINATION

**The COUNTY May Stop the Work.** If the Work is Defective and the CONTRACTOR has been notified by PROJECT MANAGER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through PROJECT MANAGER or by COUNTY. This right of COUNTY to

stop the Work shall not give rise to any duty on the part of COUNTY or PROJECT MANAGER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of PROJECT MANAGER, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

#### 4.10. MISCELLANEOUS

**Giving Notice.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

Written notice to be delivered to COUNTY or PROJECT MANAGER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or PROJECT MANAGER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

**Claims for Injury or Damage to Person or Property.** Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**No Conflict with Laws or Regulations.** The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.



**Partial Invalidity.** If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

## 5. INSTRUCTIONS FOR THE PREPARATION OF BIDS

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary.

Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

### 5.1. Type of Business\*

- Corporation
- Joint Venture
- Partnership
- Proprietorship

\*Response required

### 5.2. Type in your Legal Entity Name Here.\*

This name will be verified against the Secretary of State website.

\*Response required

### 5.3. Federal Employer ID Number (FEIN)\*

\*Response required

### 5.4. Incorporated in the State of \_\_\_\_\_.\*

Ex.) Florida

\*Response required

### 5.5. List of Principals\*

\*Response required

### 5.6. Upload evidence of authority to do business in the State of Florida.\*

Acceptable form of evidence includes Secretary of State download, or Certificate of Status.

\*Response required

### 5.7. Location\*

Provide the location of the firm's office that will support the activities under this Agreement. Regional firms whose physical address is located within the Counties of Brevard, Lake, Orange,

Osceola, Seminole, and Volusia will receive five (5) points. Firms located within the state of Florida will receive 2 points.

\*Response required

### 5.8. Summary of Litigation\*

\*Response required

### 5.9. License Sanctions\*

Regulatory/license agency sanctions within the past 5 years.

(If Proposer prefers to upload a file, upload in next question and enter "see file upload" in this field)

\*Response required

### 5.10. License Sanctions

Regulatory/license agency sanctions within the past 5 years.

### 5.11. Conflict of Interest Statement\*

I certify that I am an authorized representative (the Affiant) of my company (the Entity submitting this response) to sign and submit this statement on my company's behalf.

My company is submitting an Expression of Interest for the Seminole County project described as Term Contract for Caulking, Coatings, Joint Sealant, and Pressure Washing Services.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in any other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, **state the individual(s) name(s)**, who is a member of the above-named entity's ownership or management, and is currently serving as a member, **and on which Seminole County advisory board(s) or committee(s)** they are currently serving as a member, in the following question.

Under penalties of perjury, I declare that I have read the foregoing **Conflict of Interest Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

\*Response required

### 5.12. [Conflict of Interest Statement Cont...](#)\*

- A. Enter the name(s) of the individual(s) who is serving on a Seminole County advisory board(s) or committee(s).
- B. Enter the Seminole County advisory board(s) or committee(s) that the individual(s) is serving as a member.
  - If this is not applicable, type "N/A."

\*Response required

### 5.13. [Compliance with the Public Records Law](#)\*

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected separately, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County separately in the "**Confidential Files**" section if the information qualifies as "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material separately will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

- A. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

- B. CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
  2. provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;
  4. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.
- C. Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Under penalties of perjury, I declare that I have read the foregoing **Compliance with Public Records Law Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

\*Response required

#### [5.14. Confidential File\(s\)](#)

In compliance with Chapter 119, Florida Statutes, if Proposer must include confidential information that qualifies as "EXEMPT FROM PUBLIC RECORDS LAW" as part of their response to this RFP, it shall be uploaded here.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each.

#### [5.15. Worker's Compensation Compliance Certification\\*](#)

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the

policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

Under penalties of perjury, I declare that I have read the foregoing **Worker's Compensation Compliance Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

To comply with this requirement, the undersigned hereby certifies that:

- Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or
- Is exempt from the provisions of Chapter 440, Florida Statutes (reasons shall be stated in the following question).

\*Response required

### 5.16. [Worker's Compensation Compliance Certification Cont...\\*](#)

If the undersigned is exempt from the provisions of Chapter 440, Florida Statutes, state the reasons here. If this is not applicable, type "N/A."

\*Response required

### 5.17. [W-9 Form\\*](#)

Please upload your current W9 form here

\*Response required

### 5.18. [Drug Free Work Place\\*](#)

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that their Company (entity submitting this response) does:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any

controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Under penalties of perjury, I declare that I have read the foregoing **Drug Free Work Place Form** and that the facts stated in it are true to the best of my knowledge and belief.

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

Please confirm

\*Response required

### 5.19. Americans Disabilities Act Affidavit\*

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

Under penalties of perjury, I declare that I have read the foregoing **Americans Disabilities Act Affidavit** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

\*Response required

### 5.20. Insurance Confirmation (for the Insurance Agency to complete)\*

Proposer shall have their **Insurance Agency** complete this form. Once completed, Proposer shall submit it here.

- [INSURANCE\\_CONFIRMATION.docx](#)

\*Response required

### 5.21. E-Verify\*

#### **AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

- A. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- B. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

Under penalties of perjury, I declare that I have read the foregoing **Affidavit of E-Verify Requirements Compliance Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

\*Response required

### 5.22. Similar Project Experience - References\*

Please download the below document, complete, and submit here.

- [SIMILAR PROJECT EXPERIENCE ...](#)

\*Response required

### 5.23. Certification\*

Pursuant to and in compliance with the Invitation to Bid, the undersigned Bidder agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and



agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Under penalties of perjury, I declare that I have read the foregoing **Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

\*Response required

## 6. PRICING PROPOSAL

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the IFB Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in the IFB documents.

### CONTRACT PRICING

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder agrees to provide, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to complete the order in a workmanlike manner, all of the Work required in connection with the required services/commodities, all in strict conformity Bid Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing and Contracts Division for the amount hereinafter set forth. The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates. Costs shall be inclusive of all direct and indirect costs including but not limited to, labor, equipment, transportation, coordination, and incidentals necessary for the performance of the work specified in Bid documents. Materials (to be furnished by Contractor) shall be at Contractor's actual cost plus not to exceed 10% (ten percent). Evidence of actual cost is required. All rental equipment will be provided at cost to the County. Evidence of actual cost is required.

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
1	Interior Architectural Sealants (Includes all required surface prep)	per S.F. per coat	1		
2	Exterior Architectural Thin Film Sealants (Includes all required surface prep)	per S.F. per coat	1		
3	Exterior Industrial High Build Sealants (Includes all required surface prep)	per S.F. per coat	1		

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
4	Specialty Coating (includes all required surface prep)	per S.F. per coat	1		
5	Frames Architectural Sealants (Includes all required surface prep)	per S.F. per coat	1		
6	Doors Architectural Sealants (Includes all required surface prep)	per S.F. per coat	1		
7	Caulking (Includes all required surface prep)	per L.F.	1		
8	Join Sealants (includes associated packing materials)	per L.F.	1		
9	Pressure Washing Services (includes all applicable cleaning agents)	per S.F.	1		
10	Non-contract item standard working hours: Journeyman	per hour	1		
11	Non-contract item standard working hours: Laborer	per hour	1		
12	Non-contract item non-standard working hours: Journeyman	per hour	1		
13	Non-contract item non-standard working hours: Laborer	per hour	1		
<b>TOTAL</b>					

## 7. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work</b></p> <p>Can the apparent low bidder perform the work promptly, or within the time specified, without delay or interference.</p>	Pass / Fail	<p>1 <i>(25% of Total)</i></p>
2.	<p><b>Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder</b></p>	Pass / Fail	<p>1 <i>(25% of Total)</i></p>
3.	<p><b>The quality of performance on previous contracts or services to Seminole County or any other agency or client.</b></p>	Pass / Fail	<p>1 <i>(25% of Total)</i></p>
4.	<p><b>Reference Checks</b></p> <p>Please check any references provided</p>	Pass / Fail	<p>1 <i>(25% of Total)</i></p>