



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Reladyne FLA, LLC

Bid/Contract Ref # IFB21-0415 Motor Oils, Lubricants, and Recycling

Agency Name: City of Orlando

Contract Type: Piggyback

Contract Value Under \$50K

Resolution # n/a City Council Approval Date: n/a

Contract Term End Date 10/26/2026

Renewable Y/N Y If yes # and length of renewals: One Additional 1-year Renewal

City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the City of Orlando Agreement for Motor Oils, Lubricants, and Recycling services as needed.

Approvals:

Responsible Dept Director	<small>DocuSigned by:</small> <u>Matt Mancill</u> <small>B7AE538AB5B5431...</small>	Date: <u>Dec 1, 2025 11:11 AM PST</u>
City Finance	<small>Signed by:</small> <u>Helena Alves</u> <small>4F2A3892867B492...</small>	Date: <u>Dec 2, 2025 8:32 AM EST</u>
City Attorney	<small>Signed by:</small> <u>Marcus Duffin</u> <small>A9D56FA9D9FDD47...</small>	Date: <u>Dec 2, 2025 11:44 AM EST</u>
Acting City Manager	<small>Signed by:</small> <u>Lauren Johnston</u> <small>17644D609F7D434...</small>	Date: <u>Dec 2, 2025 1:36 PM EST</u>

Vendor Name and Email Mike.abbate@reladyne.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

RelaDyne FLA, LLC
Attn: Mike Abbate
2520 Knights Station Road
Lakeland, FL 33810

RE: Engagement Letter Authorizing Piggyback

Motor Oils, Lubricants, and Recycling
Contract Name

City of Orlando IFB21-0415
Contract Reference

Dear Mike,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST
DocuSigned by:
By: *Lauren Johnston*
17644D609F7D434...
Print: Lauren Johnston
Title: Acting City Manager
Date: Dec 2, 2025 | 1:36 PM EST

RELADYNE FLA, LLC
DocuSigned by:
By: *Mike Abbate*
3C2A58A9F0587091
Print Name: Mike Abbate
Title: Territory Sales Rep
Date: Dec 1, 2025 | 11:10 AM PST



ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. **Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Dec 2, 2025 | 1:36 PM EST

SUPPLIER

DocuSigned by:
By: Mike Abbate
3C233BA5FC6B4D7...
(Authorized Signatory)

Print Name: Mike Abbate

Title: Territory Sales Rep

Date: Dec 1, 2025 | 11:10 AM PST

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

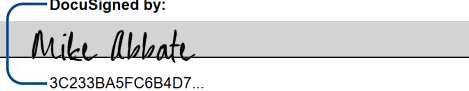
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

RelaDyne FLA, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Mike Abbate

Title: Territory Sales Rep

Signature: 
3C233BA5FC6B4D7...

Date: Dec 1, 2025 | 11:10 AM PST

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE

ATTACH PROOF OF REGISTRATION HERE

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2025, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

**AMENDMENT NUMBER THREE TO
AGREEMENT DATED OCTOBER 27, 2021
BETWEEN CITY OF ORLANDO AND
RELADYNE FLORIDA, LLC**

THIS AMENDMENT TO AGREEMENT is made and entered into this 27th day of May, 2025, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and RelaDyne Florida, LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of October 27, 2021, whereby the latter would perform certain services with respect to Motor Oils, Lubricants, and Recycling; and

WHEREAS, the parties amended the Agreement by date of May 13, 2022 (Amendment 1), and June 25, 2024 (Amendment 2); and

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed from October 27, 2025, to October 26, 2026.

II. HUMAN TRAFFICKING AFFIDAVIT

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.

III. SCRUTINIZED COMPANY PROHIBITION

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not

on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida or engages in business operations in Cuba or Syria.

IV. ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

V. E-VERIFY

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the

Motor Oils, Lubricants, and Recycling

**Amendment No.: THREE
IFB21-0415**

parties hereto agree to be bound thereby.

Motor Oils, Lubricants, and Recycling

Amendment No.: THREE
IFB21-0415

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: Brian Ferner, NIGP-CPP, CPPD
Chief Procurement Officer Supervisor

Date: June 2, 2025

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: June 3, 2025

(per delegation dated 5/30/2025)

CONTRACTOR
By: [Signature]
Signature

Aaron Scheffler - General Counsel/VP/Assistant Corporate Secretary
Name & Title, Typed or Printed

Sun Coast Resources, LLC
Name of Company, Corp., etc.

6405 Cavalcade St., Building 1
Mailing Address

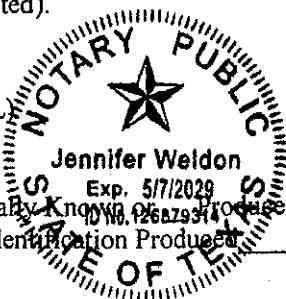
Houston, TX 77026
City, State and Zip

713-969-3587
Area Code/Telephone Number

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of May, 2025 by Aaron Scheffler, (name of person) as General Counsel & Assistant Secretary (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Sun Coast Resources, LLC (name of entity/party on behalf of whom instrument was executed).

(SEAL) 
Jennifer Weldon
Exp. 5/7/2029
ID# 26879314
 Personally Known
Type of Identification Produced

[Signature]
Signature of Notary Public - State of TEXAS
Print, Type, or Stamp Notary Name:
Jennifer Weldon



CITY OF ORLANDO

November 9, 2021

Mike Abbate
RelaDyne FLA, LLC
2520 Knights Station Road
Lakeland, FL 33810

SUBJECT: IFB21-0415, Motor Oils, Lubricants, and Recycling

Dear Mike,

The attached contract is the City of Orlando's acceptance of your offer in response to IFB21-0415, Motor Oils, Lubricants, and Recycling as the primary supplier and is subject to all terms and conditions therein, as well as any addenda to that solicitation.

This contract is an initial thirty-six (36) month contract, effective October 27, 2021, and will remain in effect through October 26, 2024.

This contract may be renewed upon mutual agreement as provided in the solicitation. Any amendments to this contract must be in writing and signed by both parties to be valid, binding, and enforceable.

All invoices must reference the subject Contract Number. Invoices must be submitted to the address below:

Accounts Payable
City of Orlando
4th Floor, City Hall
PO Box 4990
Orlando, FL 32802-4990

Please remember that only those goods/services specifically listed in this contract can be invoiced. The description and unit prices on each invoice must match the description and unit pricing in the subject contract. Invoices not meeting these requirements are considered Improper Invoices and will be returned.

Sincerely,

A handwritten signature in black ink, appearing to read "Nodir Sadikov".

Nodir Sadikov
Purchasing Agent II

cc: Fleet Division
Accounts Payable
File

PROCUREMENT AND CONTRACTS DIVISION



CITY OF ORLANDO

9/22/2021

TO: All Bidders

FROM: Nodir Sadikov, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: Motor Oil, Lubricants, and Recycling of Addendum Number One (1)
IFB21-0415

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

WRITTEN QUESTION RECEIVED:

Question One (1):

With used oil being a commodity and the cost/price going up and down every day. Companies have to adjust for that and in many case the customer does as well. If this does happen and we need to adjust our Used oil pick up price on a quarterly review, how would we go about that under this bid contract?

Answer One (1):

Price escalation procedures are described in Exhibit 2, Special Condition Clauses, Price Escalation Clause (Page 3) of the Invitation for Bid document.

Question Two (2):

In your Bid Package you reference oil brand. What are the "brand Names" you are looking for? Is there a spec data sheet or an oil specification requirement to prove a high quality oil? Just an example of what I am asking. Ecopower isn't an very popular name in the oil change world but the United States military, The US Post Office and several other government agencies use it. So it has a high quality but not the "Name Power recognition". FYI, This is only one of our brands of oil, just needed clarification. Is there a spec sheet we can compare our oil to what you want? Our blend of oil is... Performance Plus is a brand and we have marketing collateral, a presence on Amazon, etc., to prove that.

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

Answer Two (2):

Brand names typically used by the City include: Motorcraft, Fram, Mobil, Mopar and Chevron. Here are Bulk Delivery Items required specifications:

SAE 5W-20 API Service GF-5/SN Specific Gravity @ 60°F (15.6°C) 0.860 Density, lb/gal 7.17 Flash Point, COC, °C (°F) 206 (402) Viscosity: cSt @100°C 8.7 cSt @ 40°C 50 cP @ -30°C 5200 Viscosity Index 164 Pour Point, °C (°F) < -42 (< -44)

SAE 5W-30 API Service GF-5/SN Specific Gravity @ 60°F (15.6°C) 0.860 Density, lb/gal 7.17 Flash Point, COC, °C (°F) 206 (402) Viscosity: cSt @100°C 10.8 cSt @ 40°C 65 cP @ -30°C 6300 Viscosity Index 163 Pour Point, °C (°F) < -42 (< -44) Detailed physical, health, and safety information on this product is available

AW-68 Color L 2.5 Specific Gravity @ 60°F ASTM D287 .867 Flash Point, COC °C/°F ASTM D92 246 / 474.8 Pour Point, °C/°F ASTM D97 -33 / -27.4 Viscosity @ 40°C, cSt ASTM D445 66.2 / 151.16 Viscosity @ 100°C, cSt ASTM D445 9.0 / 48.2 Viscosity Index ASTM D2270 111 CCS, mPa-sec °C max ASTM D5293 - Demulsibility ASTM D1401 Pass

SAE 15W-40 Specific Gravity @ 60°F (15.6°C) 0.872 Density, lb/gal 7.32 Flash Point, COC, °C (°F) 277 (441) Viscosity: cSt @100°C 15.2 cSt @ 40°C 114 cP @ -20°C 6500 Viscosity Index 137 Pour Point, °C (°F) -38 (-36) Total Base Number 9.6

ATF Gravity, API 32.4 Density, lbs/gals 7.17 Flash, COC, °F 352 Viscosity @ 40°C, cSt 32.6 @ 100°C, cSt 7.32 Viscosity Index 200 Brookfield Viscosity cP @ -40°C 12,000 Pour Point, °F -49° Color Red Ford MERCON® V license # M5111208

Question Three (3):

Antifreeze/coolant. You are requesting 1 gallon jugs are a need. Obviously, the cheapest way to buy oil, Antifreeze etc is bulk or 55 gal drums. Is there any interest in saving money by buying bulk and using reusable gallon containers to transport the product from in shop tank or 55 gal drum to vehicle? The cost savings would be worth it.

Answer Three (3):

Certain vehicles within City's fleet require several different types of coolant. Based off the types of vehicles within the fleet, bulk is not a good option. (ex. Fleetguard, Mopar, Fram and Motorcraft)

IFB21-0141

Addendum One (1)

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received within 10 days of the Bid Opening date will not be given any consideration. (See Exhibit 3 Section 1c on Page 11 of the solicitation package).

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

3 | PAGE

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number Three (3), by completing the information requested below and submitting this information with their Bid Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

RelaDyne Fla, LLC.

NAME OF BUSINESS

BY: Michael T. Abate / 9/27/2021

SIGNATURE/DATE

Michael T. Abate, Sales Representative

NAME & TITLE, TYPED OR PRINTED

2520 Knights Station Rd.,

MAILING ADDRESS

Lakeland, FL, 33810

CITIES, STATE, ZIP CODE

(904) 710-4678

AREA CODE WITH TELEPHONE and FAX

ATTACHMENT A

BIDDER'S QUESTIONNAIRE

The following questionnaire is to be completed by the Bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): N/A %, if paid within N/A days after receipt of invoice.

2. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

Yes No

3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? Yes No

4. **CONTACT INFORMATION**

RelaDyne FLA, LLC.
Name of Company

Mike Abbate
Name of Contact Individual

2520 Knights Station Road
Contact Address

Lakeland, FL, 33810
Contact City, State, Zip

904-710-4678
Contact Telephone Number

Mike.Abbate@RelaDyne.com
Contact Email Address

117943609
DUNS Number (Dun & Bradstreet)

5. **EXPERIENCE:**

A. Years in business: 24

B. Years in business under this name: 3

C. Years performing this type of work: _____

6. **LOCAL SERVICE FACILITY, IF APPLICABLE:**

A. Name of local service center: N/A

B. Address of local service center: N/A

C. County local service center is located in: N/A

D. Contact: N/A

Telephone number: N/A

7. **SUBCONTRACTORS**-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

8. **RECYCLED CONTENT:**

A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: 5 %

B. Is your product packaged/shipped in material containing recycled content? Yes No

C. Is your product recyclable after it has reached its intended end use? Yes No

9. **REFERENCES:**

Please provide references related to the scope of work.

Reference #1:

Name: City of Sanford

Address: 300 North Park Avenue

Telephone No.: 407-688-5028

Fax No.: 407-688-5021

Contact: Marisol Ordonez

E-mail: Purchasing@SanfordFL.gov

Project/Contract Title: Motor Oil and Lubricants

Project Contract Number: IBR-17/18-105

Project/Contract Amount: Est. \$100,000

Project/Substantial Completion Date or Percent Complete: January 2022

Reference #2:

Name: Brevard County

Address: 2725 Judge Fran Jamieson Way, Viera FL, 32940

Telephone No.: 321-617-7390

Fax No.: _____

Contact: Heather Beaudry

E-mail: Heather.Beaudry@BrevardFL.gov

Project/Contract Title: Petroleum Products - Lube Oil

Project Contract Number: B-5-21-11

Project/Contract Amount: Est. \$200,000

Project/Substantial Completion Date or Percent Complete: January 2024

Reference #3:

Name: Lynx (Central Florida Regional Transportation)
 Address: 455 North Garland Avenue, Orlando FL, 32801
 Telephone No.: 407-254-6215 Fax No.: _____
 Contact: Ken Nath
 E-mail: KNath@GoLynx.com
 Project/Contract Title: Bulk Fluids
 Project Contract Number: IFB 18-B10
 Project/Contract Amount: Est. \$450,000
 Project/Substantial Completion Date or Percent Complete: 9/31/21 - Then month to month.

Reference #4:

Name: Manatee County
 Address: PO Box 1000
 Telephone No.: 941-708-7454 Fax No.: _____
 Contact: Angie Sharpe
 E-mail: Angie.Sharpe@MyManatee.org
 Project/Contract Title: Motor Oil
 Project Contract Number: _____
 Project/Contract Amount: Est. \$350,000
 Project/Substantial Completion Date or Percent Complete: 2022

AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>
Mike Abbate	Sales Representative	Authorized

ATTACHMENT B

BIDDER'S CERTIFICATION FORM

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

RelaDyne FLA, LLC.

NAME OF BUSINESS

BY: Michael T. Abbate

SIGNATURE

Michael T. Abbate, Sales Representative

NAME & TITLE, TYPED OR PRINTED

2520 Knights Station Road

MAILING ADDRESS

Lakeland, FL, 33810

CITY, STATE, ZIP CODE

(800) 521-3565

TELEPHONE NUMBER

(813) 423-6563

FAX NUMBER

Mike.Abbate@RelaDyne.com

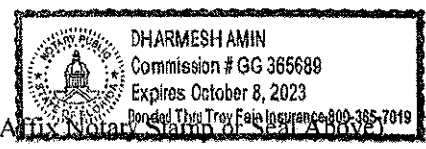
E-MAIL ADDRESS

State of FLORIDA

County of COLUSA

The foregoing instrument was acknowledged before me by mean of physical presence or online notarization, this 28th day of September, 2021 by Michael T. Abbate (name of person) as SECRET (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for RelaDyne FLA LLC (name of entity/party on behalf of whom instrument was executed).

[Signature]
Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name: Dharmesh Amin



Personally Known or Produced Identification
Type of Identification Produced Florida

ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

Michael T. Abbate
SIGNATURE

Michael T. Abbate, Sales Representative
NAME & TITLE, TYPED OR PRINTED

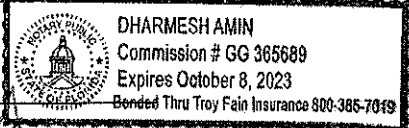
RelaDyne FLA, LLC.
NAME OF BUSINESS
2520 Knights Station Road
MAILING ADDRESS
Lakeland, FL, 33810
CITY, STATE, ZIP CODE

PHONE: (800) 521-3565

FAX: (813)

E-MAIL: Mike.Abbate@RelaDyne.com

State of FLORIDA
County of VALVERDE



Sworn to (or affirmed) and subscribed before me this 28 day of September, 2021, by Michael T. Abbate

[Signature]
Signature of Notary

Notary Public, State of FLORIDA

Personally Known (circle if applicable)

-OR-

Produced Identification: FLORIDA DC

Type of Identification: Passport # A130-55890-304-0

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: Secondary Supplier:

This contract is for: All Item Numbers: or Item Numbers:

INITIAL CONTRACT TERM: _____ to _____

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA
By: [Signature]
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: October 27, 2021

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.
[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

Date: October 26, 2021

ATTACHMENT D

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 8th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

N/A { Business Name: _____
Certification Number: _____
Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT E

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

N/A - { Business Name: _____
Certification Number: _____
Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ATTACHMENT F

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

N/A

Name of Company: RelaDyne FLA, LLC.

ATTACHMENT G

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	Detailed Explanation/Justification with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary

Name of Company: RelaDyne FLA, LLC.

ATTACHMENT H

ADDENDUM RECEIPT VERIFICATION

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>One</u>	Dated <u>9/22/2021</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

RelaDyne FL, LLC
Company

Michael T. Abbate
Signature

Michael T. Abbate
Print Name

Sales Representative
Title

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RelaDyne Florida, LLC

2 Business name/disregarded entity name, if different from above

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8280 Montgomery Road, Suite 101

6 City, state, and ZIP code
Cincinnati, OH 45243

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number


8	2	-	4	3	4	1	0	8	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► 

Date ► **12/15/2020**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Larry Stoddard
8280 Montgomery Rd, Ste. 101
Cincinnati, OH 45236

September 28, 2021

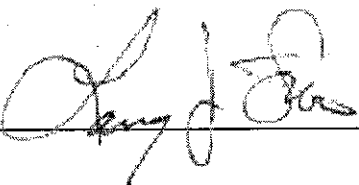
The City of Orlando
Bid Number IFB21-0415
400 South Orange Avenue
Orlando, FL 32802

Dear City of Orlando,

I, Larry Stoddard, as the authorized person for RelaDyne Florida, LLC per SunBiz.org authorize Michael Abbate to submit on the behalf of RelaDyne Florida, LLC for bid IFB21-0415.

Sincerely,

Larry Stoddard
CEO, RelaDyne Florida, LLC

X  _____

Item #	Group	Item	Quantity	Unit of Measure	Required	Manufacturer	Model #	Description	Brand Name/Equal Value/Service/Brand Name or Equal	Price/Percent	Extended Price/Percent	Unit Price/Percent	Extended Price/Percent	Vendor Name	Vendor Item	Model #	Description	Brand Name/Equal Value/Service/Brand Name or Equal	Price/Percent	Extended Price/Percent	Unit Price/Percent	Extended Price/Percent		
1	Group 1, Individual, Original, Unopened Containers	Model #: Description: Antifreeze, Extended Life, DexCool (GM Approved) or approved equivalent, 100% Concentration, 1 Gallon Container Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	500	Gallon	Yes	Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Model #: 258 Model #: 258 Model #: 258	Peak Orange Antifreeze	Peak Orange Antifreeze	\$13.92	\$6,960.00			Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Peak Orange Antifreeze	Model #: 258	Peak Orange Antifreeze	Peak Orange Antifreeze	\$13.92	\$6,960.00				
2	Group 1, Individual, Original, Unopened Containers	Model #: Description: Antifreeze, Glycol, 100% Concentration, 1 Gallon Container Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	500	Gallon	Yes	Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Model #: 258 Model #: 258 Model #: 258	Blue Mountain Antifreeze	Blue Mountain Antifreeze	\$10.25	\$5,125.00			Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Blue Mountain Antifreeze	Model #: 258	Blue Mountain Antifreeze	Blue Mountain Antifreeze	\$10.25	\$5,125.00				
3	Group 1, Individual, Original, Unopened Containers	Model #: Description: Grease, EP-2, Multipurpose, HI Temp, NLGI #2, 14oz Tube Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	100	Tube	Yes	Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Model #: 258 Model #: 258 Model #: 258	HiTemp Grease	HiTemp Grease	\$6.34	\$634.00			Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	HiTemp Grease	Model #: 258	HiTemp Grease	HiTemp Grease	\$6.34	\$634.00				
4	Group 1, Individual, Original, Unopened Containers	Model #: Description: Grease, EP-2, Multipurpose, Synthetic, NLGI #2, 14oz Tube Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	100	Tube	Yes	Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Model #: 258 Model #: 258 Model #: 258	Promax AW32 Grease	Promax AW32 Grease	\$6.58	\$658.00			Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Promax AW32 Grease	Model #: 258	Promax AW32 Grease	Promax AW32 Grease	\$6.58	\$658.00				
5	Group 1, Individual, Original, Unopened Containers	Model #: Description: Fluid, Diesel Exhaust (DEF), ISO 2204, 55 Gallon Drum Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	50	Drum	Yes	Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Model #: 258 Model #: 258 Model #: 258	DEF Fluid	DEF Fluid	\$2,263.20	\$113,160.00			Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	DEF Fluid	Model #: 258	DEF Fluid	DEF Fluid	\$2,263.20	\$113,160.00				
6	Group 1, Individual, Original, Unopened Containers	Model #: Description: Fluid, Hydraulic, AW32, 5 Gallon Pail. See Specifications for Hydraulic Fluids. Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	40	Pail	Yes	Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Model #: 258 Model #: 258 Model #: 258	Promax AW32 Hydraulic Fluid	Promax AW32 Hydraulic Fluid	\$6.23	\$249.20			Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Promax AW32 Hydraulic Fluid	Model #: 258	Promax AW32 Hydraulic Fluid	Promax AW32 Hydraulic Fluid	\$6.23	\$249.20				
7	Group 1, Individual, Original, Unopened Containers	Model #: Description: Fluid, Hydraulic, AW68, 5 Gallon Pail. See Specifications for Hydraulic Fluids. Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	110	Pail	Yes	Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Model #: 258 Model #: 258 Model #: 258	Promax AW68 Hydraulic Fluid	Promax AW68 Hydraulic Fluid	\$6.23	\$685.30			Palmetto Oil Company, Inc. 811 N. 2nd Street Ft. Pierce, FL 34950 Leche, Cheatham Phone: 7724833800 Fax: 7725958843 joe@palmettooil.com New Core SLVMP:	Promax AW68 Hydraulic Fluid	Model #: 258	Promax AW68 Hydraulic Fluid	Promax AW68 Hydraulic Fluid	\$6.23	\$685.30				

8	Group 1, Individual, Original, Unopened 9 Containers	Description: Fluid, Transmission (ATF), Dexron-VI, Mercon SP, LV, Chrysler 4, Quart Bottle Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	2062 Quart	Yes	Description: CAM2 ATF	\$6.58	\$43,567.96		
9	Group 1, Individual, Original, Unopened 9 Containers	Make: CAM2 Model: ATF Mercon Model #: CAM2-ATF-265 Description: CAM2 ATF Mercon Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	50 Quart	Yes	Make: CAM2 Model: Gear Oil Model #: CAM2-85w-140-265 Description: CAM2 Gear Oil 85w-140	\$5.99	\$299.50		\$178.50
10	Group 1, Individual, Original, Unopened 10 Containers	Make: CAM2 Model #: CAM2-85w-140-120W Description: CAM2 85w-140 120W Reg Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	100 Quart	Yes	Make: CAM2 Model #: CAM2-85w-140-120W Description: CAM2 85w-140 120W Reg	\$8.35	\$835.00		\$522.00
11	Group 1, Individual, Original, Unopened 11 Containers	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-Sw2D-265 Description: CAM2 SuperPro Max API GF-5 Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	10 Keg	Yes	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-Sw2D-265 Description: CAM2 SuperPro Max API GF-5	\$507.47	\$5,074.70		\$3,500.00
12	Group 1, Individual, Original, Unopened 12 Containers	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-Sw3D-265 Description: CAM2 SuperPro Max Sw3D API GF-5 Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	2120 Quart	Yes	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-Sw3D-265 Description: CAM2 SuperPro Max Sw3D API GF-5	\$5.59	\$11,850.80		\$6,500.00
13	Group 1, Individual, Original, Unopened 13 Containers	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-Sw60w-265 Description: CAM2 SuperPro Max Full Synthetic API GF-5 Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	536 Quart	Yes	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-Sw60w-265 Description: CAM2 SuperPro Max Full Synthetic API GF-5	\$9.59	\$2,994.24		\$1,500.00
14	Group 1, Individual, Original, Unopened 14 Containers	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-10w30-265 Description: CAM2 SuperPro Max Synthetic Blend 10w30 API GF-5 Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	600 Quart	Yes	Make: CAM2 Model #: CAM2-SuperPro Max Model #: CAM2-10w30-265 Description: CAM2 SuperPro Max Synthetic Blend 10w30 API GF-5	\$9.95	\$5,970.00		\$3,500.00
15	Group 1, Individual, Original, Unopened 15 Containers	Make: CAM2 Model #: CAM2-Super HD Model #: CAM2-15w40-265 Description: CAM2 Super HD 15w40 Price/Percent: Price Brand Name/Equal Value/Service/Brand Name or Equal	740 Quart	Yes	Make: CAM2 Model #: CAM2-Super HD Model #: CAM2-15w40-265 Description: CAM2 Super HD 15w40	\$5.99	\$4,136.50		\$3,224.00



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No Events **No Name History**

Detail by Entity Name

Foreign Limited Liability Company

RELADYNE FLORIDA, LLC

Filing Information

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Principal Address

8280 MONTGOMERY RD, STE. 101
CINCINNATI, OH 45236

Mailing Address

8280 MONTGOMERY RD, STE. 101
CINCINNATI, OH 45236

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title CEO

Stoddard, Larry
8280 MONTGOMERY RD, STE. 101

Annual Reports

Report Year	Filed Date
2019	03/22/2019
2020	02/25/2020
2021	02/03/2021

Document Images

02/03/2021 -- ANNUAL REPORT	View image in PDF format
02/25/2020 -- ANNUAL REPORT	View image in PDF format
03/22/2019 -- ANNUAL REPORT	View image in PDF format
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No Events **No Name History**

Motor Oils, Lubricants, and Recycling

IFB21-0415

Mayor
Buddy Dyer

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.



**CITY OF ORLANDO
INVITATION FOR BIDS (IFB)**

IFB NUMBER AND TITLE: IFB21- 0415, Motor Oils, Lubricants, and Recycling

DATE OF ISSUE: August 30, 2021

Non-Mandatory **Mandatory** (If mandatory, you must attend one of the two meetings below)

PRE-BID CONFERENCE, if applicable, on N/A, 2021

Pre-Bid Location: _____

2nd PRE-BID CONFERENCE, if applicable, on N/A, 2021

Pre-Bid Location: _____

DEADLINE FOR QUESTIONS September 20, 2021, 5:00 p.m., Local Time,
City of Orlando, FL

**DIRECT ALL QUESTIONS &
INQUIRIES TO:**

Nodir Sadikov

Phone: (407) 246-2363

Email: nodir.sadkov@orlando.gov

IFB DUE DATE: September 30, 2021

IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

**ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS
SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED
NON-RESPONSIVE**



The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

To be responsive, bids for this solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

Parking is available in the City Commons garage at the southwest corner of Boone Avenue and South Street. The City will not validate parking.

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- EXHIBIT 2 SPECIAL CONDITION CLAUSES
- EXHIBIT 3 STANDARD TERMS AND CONDITIONS
- EXHIBIT 4 ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

ATTACHMENTS

- ATTACHMENT A BIDDER’S QUESTIONNAIRE AND AUTHORIZED SIGNATORIES/NEGOTIATORS
- ATTACHMENT B BIDDER’S CERTIFICATION FORM
- ATTACHMENT C CONTRACT AND ACCEPTANCE FORM
- ATTACHMENT D MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM
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- ATTACHMENT H ADDENDUM RECEIPT VERIFICATION FORM (If Applicable)
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SECTION I – GENERAL INFORMATION

1. SOLICITATION INFORMATION:

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

- a) Bid documents are available for download from the VendorLink website:
You may access solicitation information by visiting the City's VendorLink website by copying the following link in your web browser:
vendorlink.orlando.gov
- b) You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Bidders, but it is the Bidder's responsibility to check with the City of Orlando's website at: vendorlink.orlando.gov for current bid and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

2. SCHEDULE:

The Cover page of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum.

3. PRE-BID CONFERENCE:

The purpose of a Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

Non-Mandatory Pre-Bid Conference:

If a non-Mandatory Pre-Bid Conference is held, see the Cover Page of this solicitation for the location, date, and time.

Mandatory Pre-Bid Conference:

If a Mandatory Pre-Bid Conference is held, in order to be considered present for a Mandatory Pre-Bid Conference, a Bidder must have at least one (1) representative present and signed in on the Pre-Bid Sign-In Sheet. See the Cover Page of this solicitation for the location, date, and time.

SECTION II – SCOPE OF WORK

1. BRIEF DESCRIPTION

The purpose of this Invitation For Bids (IFB) is to purchase motor oils, lubricants, and anti-freeze for the City needs and fuel products recycling services.

SECTION III - BID SUBMITTALS

1. Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the bid due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Bidders are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required on each bid submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic bid submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

- a. Bid Pricing - All prices shall be entered online. For instructions on submitting Electronic Bid Pricing (which is required by this solicitation), See Exhibit 4.
- b. Attachment A - Bidder's Questionnaire. This form must be downloaded, completed, and uploaded as a part of the bid package.
- c. Attachment B - Bidder's Certification Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- d. Attachment C - Contract and Acceptance Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- e. Attachment D - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- f. Attachment E - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- g. Attachment F - Conflict of Interest Disclosure Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- h. Attachment G - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- i. Attachment H - Addendum Receipt Verification Form. If an Addendum(s) is issued, this form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

- j. Copy of Bidder's current W-9 is to be signed and uploaded as a part of the bid package.
- k. Bid Security. If applicable.

SCOPE OF WORK

Please see Exhibit 1 (uploaded as a separate document)

SPECIAL CONDITION CLAUSES

Please see Exhibit 2 (uploaded as a separate document)

EXHIBIT 3
STANDARD TERMS AND CONDITIONS

1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- a) All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.
- b) To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Bidder or potential Bidder (or on a Bidder or potential Bidder's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.

During the prohibited communication period, all contacts and communications regarding the solicitation by a Bidder, or potential Bidder, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.

Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Bidder or potential Bidder under the City's Procurement Code.

- c) Any questions by a Bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Any interpretation made to prospective Bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than five (5) days before the date set for receipt of bids. Oral answers and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.
- d) Bid openings shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the Bidders responsibility to assure that their

bid has been entered online no later than the due date and time of the bid opening. The Bidder's name and verification of bond submittal, if applicable, will be publically announced aloud at the Bid opening.

2. BIDDER QUALIFICATION:

Bids will be considered from Bidders who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from Bidders which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

3. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

4. ADDENDA:

It is the Bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from VendorLink, please ensure that you also download all such Addenda. The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

5. UNBALANCED BIDS:

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

6. **WITHDRAWAL OF BIDS:**

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids.

7. **SELECTION/REJECTION OF OPTIONS:**

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

8. **IRREVOCABLE OFFER:**

The submission of a bid shall constitute an irrevocable offer to the City by the Bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

9. **QUANTITIES**

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

10. **BIDDER'S CERTIFICATION FORM:**

Each Bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

11. **SUBMITTAL OF BIDS:**

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

12. **INSPECTION, ACCEPTANCE, AND TITLE:**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Bidder.

13. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

14. SPECIFICATIONS:

- a) The specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.
- b) If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.
- c) In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.
- d) Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the

equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- e) The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- f) Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

15. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. PRICES AND TERMS:

All prices must be firm for the delivery schedule quoted herein. All prices shall be bid F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the IFB.

17. TAXES:

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

18. POLITICAL SUBDIVISIONS:

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

19. MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

20. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

21. MARKING:

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Bidder and must also clearly indicate the City of Orlando Purchase Order Number.

22. INVOICING AND PAYMENT:

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@cityoforlando.net or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

23. DISCOUNTS:

Bidders may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Bidder is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

24. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

- b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);
- c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

25. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@orlando.gov. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

26. IRREGULAR BIDS:

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however has the authority to waive minor irregularities.

27. CONTINGENT FEES:

The Bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

28. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the responsive and responsible Bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Bidder.

29. AWARD OR REJECTION OF BIDS:

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- a. The ability, capacity, and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.

- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability, and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Bidder's taxes or assessments are delinquent.
- j. Such other information as may be relevant or secured.

30. AWARDS:

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.

31. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible Bidder. In such cases where an award is made to more than one responsive and responsible Bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

32. PRICING AND ORDERING:

The awarded Bidder shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded Bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

33. RETURN OF PRODUCTS/EQUIPMENT:

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time

after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

34. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Bidder's. Submission of a bid shall constitute acknowledgment by the Bidder that it is familiar with all such conditions. The failure or neglect of a Bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

35. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

36. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

37. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

38. APPLICABLE LAW AND APPEALS:

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICI_CO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

39. WARRANTY:

Bidder warrants that all equipment, materials and workmanship, whether furnished by Bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error; at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

40. CONTRACT AND ACCEPTANCE FORM:

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, Bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful Bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the Bidder of the City's intent to make an award and the Bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder or the City's Chief Procurement Officer may decline to

make an award. Successful Bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a) If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- b) If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c) If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d) If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the bid. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

41. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the

specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

42. CONTRACT ALTERATIONS:

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

43. INDEMNIFICATION:

The awarded Bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

44. INSURANCE:

- a) General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b) Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c) Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- d) Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e) Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f) Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
- (i) Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-

contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

- (iii) Commercial General Liability. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

- (iv) Commercial Crime. Prior to performance as a result of award of this bid solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor's employees engaged in work as specified herein or having access to City buildings.

The Commercial Crime Policy, with endorsement CR04010300 covering client's property shall provide a minimum coverage of \$300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.

It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.

- (v) Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.
- (vi) Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.
- (vii) Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than \$10,000,000 per occurrence.

If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$10,000,000.00 per occurrence.

- (viii) Garage Keepers Liability. Garage Liability Insurance in the amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and

property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

45. **EQUIPMENT:**

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

46. **LICENSES:**

Unless otherwise extended by the City, the awarded Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

47. **PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

48. **PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)**

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

49. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded Contractor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, 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 ordered and received by it and no agency assumes any liability by virtue of this bid.

50. TERMINATION FOR CONVENIENCE:

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

51. TERMINATION FOR DEFAULT:

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

52. AMERICANS WITH DISABILITIES ACT:

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid or participate in this solicitation should

contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

53. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all Contractors to accept the VISA ePayable solution.

54. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

55. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in

advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

56. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

57. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

58. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

59. RECYCLED CONTENT:

In support of the Florida's waste management laws, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project

manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

60. LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$14.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. The Living Wage rate of \$14.00 per hour applies to solicitations issued by the City after January 1, 2021 and automatically adjusts to \$15.00 per hour for solicitations issued after January 1, 2022. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and proposal awards for services which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

61. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be

deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Bidder's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

62. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

63. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

64. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

65. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

66. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

67. EXTRA WORK:

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

68. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

69. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

70. MISCELLANEOUS PROVISIONS:

By submitting a bid, the Bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

71. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
2. One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
 - b. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for

goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

72. FAVORED CUSTOMER CLAUSE:

Should the awarded Bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

73. DRUG FREE WORKPLACE

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

74. NON-DISCRIMINATION

By submitting a response to this solicitation, a Bidder, for itself, its successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree

that, 1) in the furnishing of goods or services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, national origin, age, disability, religion, sex, sexual orientation, gender identity, or marital status; and 2) the Bidder shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the City shall have the right to terminate the Contract, for cause without liability, as described above.

75. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

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

EXHIBIT 4**ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS**

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

All responsive Bidders to this solicitation must submit electronic bids. Paper responses will be deemed non-responsive.

BID PRICE INSTRUCTIONS FOR BIDDERS:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid. Then click on "Submit a Quote/Bid."
2. There are two methods to submit your pricing:
 - a) **Method "a"** - Download the Excel Quote/Bid Spreadsheet and upload it after completion.
 - i. Click on the VendorLink.xls link to open a fillable MS Excel spreadsheet.
 - ii. Complete the spreadsheet and save. Directions for completing the spreadsheet can be opened by clicking on the Directions.pdf link.
 - iii. Upload the spreadsheet to VendorLink.
 - iv. Verify that your uploaded pricing is correct and appears on the Quote/Bid Items Requested section.
 - b) **Method "b"** - Manually enter item pricing and other required information on the Quote/Bid Items Requested field(s) in VendorLink.
3. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.
4. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

EXHIBIT 1
SCOPE OF WORK
Motor Oils, Lubricants, and Recycling

1. INTRODUCTION

The Scope of Work includes the:

- a. Purchase of various oils, lubricants, and anti-freeze.
- b. Collection and recycling of waste oils, hydraulic fluids, gear oils, brake fluids, uncrushed oil filters and anti-freeze.

2. SPECIFICATIONS

- a. Only name brands, (i.e.: Exxon Mobil, Chevron, Texaco, Shell Citgo, Pennzoil, Conoco Phillips, Castrol) will be accepted. No private label/house brands. Manufacturer should be identified in the Price Form under Make column.
- b. All oils and lubricants required under this contract are for equipment and vehicles which are under repair or preventative maintenance. Therefore, delivery time is critical. The City of Orlando reserves the right to make purchases from non-contract vendors on a case-by-case basis when deemed that the contract vendor's delivery time is unacceptable. Quantities shown on the Price Form are estimates only.
- c. Oils requested in bulk are to be delivered to the City of Orlando's bulk oil storage tanks. Delivery must be made within twenty-four (24) hours of order placements.
- d. Delivery: All prices should be FOB Orlando, Florida, (1010 South Westmoreland Dr, Orlando, FL 32805). Unit prices should include all delivery and handling charges. Quantities stated are based on prior usage and are estimates only.
- e. Group 1 Items (Individual, Original, Unopened Containers) shall be in individual containers or packing per unit of measure (tube, quart, gallon, pail, keg, drum, etc.). These items are not bulk or meant for bulk delivery.
- f. Group 2 Items (Bulk Delivery) shall be priced and sold by gallons. These items are for bulk delivery and shall be delivered into a delivery system or tank.

2.1. SPECIFICATIONS FOR HYDRAULIC FLUIDS

Fluid, Hydraulic, Multi-Trac Tractor, Bulk:

Hydraulic fluid shall meet the requirements of the following manufacturers: Allis Chalmers PF-821XL. Allison C-3, C-4 Ford Tractor, M2C134B, M2C134C, M2134D, Caterpillar TO-2, IH Hy-Trans. Spec B-6, Oliver Type 55. Deutz Htf. Sunstrand Hms-103, Vickers, Kubota, Versatile Gear/Hydr Trans. FI, J.I. Case/David Brown, JIC-142, JIC-144, JIC-145, JIC-185, MS-1205, MS-1129, M-1135, M-1141, John Deere J2OC, Quatrol, J2OA (Hygard 303), J14B, J14C, J21SA, 303, White Q1722 and Q1826.

Fluids, Hydraulic AW32 and AW68:

The AW hydraulic fluids shall meet the requirements of Denison HF-0, HF-2 Vickers, M-2950-S, I286-S, Cincinnati Milacron P-68, P-69 and P-70. The additive package shall contain antiwear, rust and oxidation agents.

3. WASTE OIL COLLECTION, RECYCLING AND DISPOSAL

Group 3 Items (Waste Oil Collection, Recycling and Disposal) may be a separate contract from Group 1 and Group 2 items and are for collection, recycling and disposal of waste oils, hydraulic fluids, gear oils, brake fluids, uncrushed oil filters and anti-freeze. Collection drums shall be provided to the City at any location free of charge and can either be pumped or swapped at time of collection. Pricing listed for collection shall be the price paid to the City.

All items collected shall be recycled and disposed of in accordance with all Federal, State and Local codes, laws and statutes.

EXHIBIT 2
SPECIAL CONDITION CLAUSES

1. CONTRACT TERM:

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of 60 months.

2. AUTOMATED ORDER ENTRY SYSTEM:

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

3. CONDITION AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid, unless otherwise specified). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

4. AVAILABILITY OF PARTS/SERVICE FACILITIES:

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment may be cause for rejection of the bid.

5. REPORTING:

The Bidder shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Bidder's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Bidder's list price
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Bidder, without prompting or notification by the City. The Bidder will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Bidder to develop

the approved electronic format and content of the Contract Sales Reports to be used by the Bidder.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

6. LOCAL REPRESENTATIVES:

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis."

7. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible response to any Invitation for Bids or Request for Proposal is by a Bidder whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Bidder whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Bidder having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Bidder has its principal place of business.

8. INSURANCE REQUIREMENTS:

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 44 of the Standard Terms & Conditions.

<input checked="" type="checkbox"/>	Workers Compensation and Employer's Liability
<input checked="" type="checkbox"/>	Comprehensive Automobile Liability
<input checked="" type="checkbox"/>	Commercial General Liability
<input type="checkbox"/>	Commercial Crime
<input type="checkbox"/>	Installation Floater
<input type="checkbox"/>	Errors and Omissions Policy
<input type="checkbox"/>	Privacy and Network Security Coverage
<input type="checkbox"/>	Garage Keepers Liability
<input type="checkbox"/>	

9. **PRICE ESCALATION:**

The City may consider price increases of the bid item(s) every six (6) months from date of award if the following conditions occur:

- a. There is a verifiable price increase to the provider of bid item(s).
- b. The contractor submits to the Procurement and Contracts Division, in writing, notification of price increases.
- c. Any price increases up to and including 5% which are imposed upon the contractor by the manufacturer during the term of this contract shall not be cause for changing the City's price of the contracted products.
- d. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices and shall not exceed 10% of the current price.
- e. The contractor shall submit the above information to the Procurement and Contracts Division thirty (30) calendar days prior to the effective date of the price increase.

Additionally, The Procurement and Contracts Division shall be notified of any reductions in pricing as it would supersede most recent approved price increase in the best interest of the City. When the contractor complies with the abovementioned conditions, the Procurement and Contracts Division will review the information to determine if it is in the best interest of the City to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The City reserves the right to deny any requests for price increases. The awarded contractor shall receive confirmation in writing of the approval or denial of a price increase. The contractor must receive notification from the Procurement and Contracts Division that the City is in acceptance of the new prices before processing any orders at the new cost.

ATTACHMENT A

BIDDER'S QUESTIONNAIRE

The following questionnaire is to be completed by the Bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): _____%, if paid within _____ days after receipt of invoice.

2. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

Yes No

3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? Yes No

4. CONTACT INFORMATION

Name of Company

Name of Contact Individual

Contact Address

Contact City, State, Zip

Contact Telephone Number

Contact Email Address

DUNS Number (Dun & Bradstreet)

5. EXPERIENCE:

A. Years in business: _____

B. Years in business under this name: _____

C. Years performing this type of work: _____

6. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: _____

B. Address of local service center: _____

C. County local service center is located in: _____

D. Contact: _____ Telephone number: _____

7. **SUBCONTRACTORS**-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. **RECYCLED CONTENT:**

A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: _____%

B. Is your product packaged/shipped in material containing recycled content? Yes No

C. Is your product recyclable after it has reached its intended end use? Yes No

9. **REFERENCES:**

Please provide references related to the scope of work.

Reference #1:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Project/Contract Title: _____

Project Contract Number: _____

Project/Contract Amount: _____

Project/Substantial Completion Date or Percent Complete: _____

Reference #2:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Project/Contract Title: _____

Project Contract Number: _____

Project/Contract Amount: _____

Project/Substantial Completion Date or Percent Complete: _____

Reference #3:

Name: _____
 Address: _____
 Telephone No.: _____ Fax No.: _____
 Contact: _____
 E-mail: _____
 Project/Contract Title: _____
 Project Contract Number: _____
 Project/Contract Amount: _____
 Project/Substantial Completion Date or Percent Complete: _____

Reference #4:

Name: _____
 Address: _____
 Telephone No.: _____ Fax No.: _____
 Contact: _____
 E-mail: _____
 Project/Contract Title: _____
 Project Contract Number: _____
 Project/Contract Amount: _____
 Project/Substantial Completion Date or Percent Complete: _____

AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>

ATTACHMENT B

BIDDER'S CERTIFICATION FORM

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

E-MAIL ADDRESS

State of _____

County of _____

The foregoing instrument was acknowledged before me by mean of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ (name of entity/party on behalf of whom instrument was executed).

Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name:

(Affix Notary Stamp or Seal Above)

Personally Known or Produced Identification
Type of Identification Produced _____

ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

State of _____
County of _____

NAME & TITLE, TYPED OR PRINTED

Sworn to (or affirmed) and subscribed before me
this ____ day of _____, 20____, by

NAME OF BUSINESS

Signature of Notary

MAILING ADDRESS

Notary Public, State of _____

CITY, STATE, ZIP CODE

Personally Known (circle if applicable)

PHONE: (____) _____

-OR-

Produced Identification: _____

FAX: (____) _____

Type of Identification: _____

E-MAIL: _____

.....
FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: _____ Secondary Supplier: _____

This contract is for: All Item Numbers: _____ or Item Numbers: _____

INITIAL CONTRACT TERM: _____ to _____

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____
Chief Procurement Officer

Assistant City Attorney
ORLANDO, FLORIDA

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: _____, 20__

Date: _____, 20__

ATTACHMENT D

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 8th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT E

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ATTACHMENT F

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures: _____ :

Name of Company: _____

ATTACHMENT G

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	Detailed Explanation/Justification with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary

Name of Company: _____

ATTACHMENT H

ADDENDUM RECEIPT VERIFICATION

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Company

Signature

Print Name

Title

ATTACHMENT J

VIRTUAL BID OPENING

Instructions to join the solicitation opening virtual meeting:

1. Select a method to join

Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit: <https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4>

2. Choose your device and download Teams

Go to <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app> and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

3. Join the virtual meeting – Date: September 30, 2021. Time: 2:00 p.m., Local Time, City of Orlando, FL

a. Online:

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%2Fmeetup-join%2F19%3Ameeting_YTg4NDcwNGUtOTI5ZC00ODBmLWlzMWMtOWZkMzMxNzBiNDkx%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%25220id%2522%253a%25229e96cdae-9c3e-4dec-b876-4d1b9529cbbf%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=74842c21-3acd-4a2b-96ca-035c9831a51b&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true

b. Call into the virtual meeting by dialing this phone number:
+1 321-247-7568

c. Once dialed-in and prompted, enter the Conference ID: 212 654 072#

Note: Sessions may be recorded. Please turn your camera off and mute your microphone before joining the meeting.

4. Provide live public comment

An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that RelaDyne Florida, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of RelaDyne Florida, LLC's [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Handwritten Signature]

Print Name: Aaron Schuffler

Title: VP, General Counsel & Assistant Secretary

Date: April 10, 2025

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF HARRIS

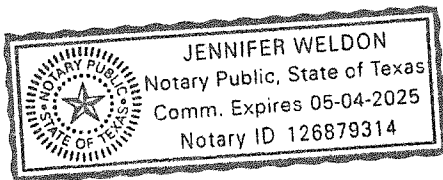
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of April, 2025 by Aaron Schuffler [name of officer or agent, title of officer or agent] of RelaDyne Florida, LLC [name of contractor company acknowledging], a Delaware [state or place of incorporation] limited liability company corporation, on behalf of the corporation. He/she is personally known to me or has produced [type of identification] as identification.

[Notary Seal]

[Handwritten Signature]
Notary Public

Jennifer Weldon
Name typed, printed or stamped

My Commission Expires: 5-4-2025





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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the RelaDyne Florida LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/ USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Reladyne Florida LLC (Employer) hereby designates and appoints ADP, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer	
RelaDyne Florida LLC	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date 04/19/2020
E-Verify Employer Agent	
ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date 04/19/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/20/2020



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	RelaDyne Florida LLC
Company Facility Address	6800 Suemac Place Jacksonville, FL 32254
Company Alternate Address	8280 Montgomery Road 101 Cincinnati, OH 45236
County or Parish	DUVAL
Employer Identification Number	824341080
North American Industry Classification Systems Code	424
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 4



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Krista Somershoe
Phone Number 5134896000
Fax
Email krista.somershoe@reladyne.com

Name Gabrielle Moore
Phone Number 5134896000
Fax
Email gabrielle.moore@reladyne.com

Name Morgan Downs
Phone Number 5134896000
Fax
Email morgan.downs@reladyne.com



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This list represents the first 20 Program Administrators listed for this company.