INVITATION FOR BIDS #Y14-629-DG

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

PORTABLE FOOD PREPARATION AND POINT OF SALE CARTS FOR THE ORANGE COUNTY CONVENTION CENTER

Sealed bid offers in an **original** and **three** (3) **copies** for furnishing the above will be accepted up to 2:00 PM (local time), Tuesday, August 21, 2014, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

http://apps.ocfl.net/orangebids/bidopen.asp

Johnny M. Richardson, CPPO, CFCM Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your pointof-contact for this solicitation is Dorothy Gordon, Senior Purchasing Agent at <u>Dorothy.Gordon@ocfl.net</u>.

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AGENT AUTHORIZATION FORM

1. **GENERAL INFORMATION**

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. Failure to comply with the preceding requirements shall result in the rejection of the bid.

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

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division Internal Operations Centre II 400 E. South Street, 2nd Floor Orlando, FL 32801

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

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

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

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment. For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to <u>Dorothy.Gordon@ocfl.net</u>, no later than 5:00 PM Wednesday, August 6, 2014 to the attention of Dorothy Gordon, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. PRICE/DELIVERY

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

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

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

4. FEDERAL AND STATE TAX

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

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

5. <u>ACCEPTANCE/REJECTION/CANCELLATION</u>

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

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

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. <u>CONFLICT OF INTEREST</u>

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

8. <u>LEGAL REQUIREMENTS</u>

All applicable Federal and State laws and County ordinances, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

9. UNIFORM COMMERCIAL CODE

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

10. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

11. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

12. <u>EEO STATEMENT</u>

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

13. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <u>http://apps.ocfl.net/orangebids/bidresults/results.asp</u> or upon notice of intended action, whichever is sooner.

14. BID FORMS

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

15. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida.

Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

16. <u>RECIPROCAL PREFERENCE</u>

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

17. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<u>http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp</u> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information <u>http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx</u>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

Orange County Protest Procedures
 <u>http://www.orangecountyfl.net/VendorServices/VendorProtestProced</u>
 <u>ures.aspx</u>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

18. <u>BID AND RELATED COSTS</u>

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

19. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

20. PUBLIC ENTITY CRIME

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

http://www.dms.myflorida.com/business_operations/state_purchasing/ven dor_information/convicted_suspended_discriminatory_complaints_vendor _lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

21. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid.** Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.

22. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached <u>"Schedule of Subcontractors Form</u>".

23. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

24. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. Relationship Disclosure Form The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

25. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION

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

Bidders must indicate on the sealed envelope the following:

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

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

26. <u>COPIES</u>

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division <u>prior</u> to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

28. ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder who assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid response page.

29. PAYMENT TERMS/DISCOUNTS

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

30. PATENTS AND ROYALTIES

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

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

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

31. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

32. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

33. <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>

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

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

34. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

35. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractor shall ensure the County has these same rights with subcontractors and suppliers.

36. <u>EMPLOYEES OF THE CONTRACTOR</u>

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

37. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

38. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

39. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Orange County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

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

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

40. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain.

Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

1. <u>MINIMUM BID</u>

To be considered responsive, bidder must bid 100% of the total line items listed in each applicable lot being bid. All bids received bidding less than 100% of items listed shall be considered non-responsive and their bid shall be rejected.

2. QUALIFICATION OF BIDDERS

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.
- B. Provide cut sheets, diagrams, and photographs of proposed and previously constructed food carts as identified above as a reference. Information shall provide sufficient information as to enable the County to verify the build quality of the food carts.

By submittal of a bid, the Bidder agrees that the County shall make the sole determination as to whether or not sufficient experience and expertise exist and the Bidder's protocol is sufficient to achieve the desired results.

Failure to submit the above requested information may be cause for rejection of your bid.

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

3. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

4. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

5. <u>AWARD</u>

Orange County reserves the right to award on an "All-or-None" basis to the lowest responsive and responsible Bidder or to award on a "Lot-by-Lot" basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

6. <u>F.O.B. POINT</u>

The F.O.B. point shall be Orange County Convention Center, Remote Building/Central Receiving Warehouse, 9860 Universal Blvd., Orlando, Florida 32819. Bids showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading. This shall include inside delivery if requested to the designated point within Orange County.

7. <u>DELIVERY</u>

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **ninety (90)** calendar days from receipt of delivery order. Bids submitted which fail to meet this requirement shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

8. <u>TERMINATION</u>

A. <u>Termination for Default:</u>

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

- 1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
- 2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
- 3. Make progress so as to endanger performance of this contract
- 4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- 3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- 4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. <u>Termination for Convenience:</u>

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. <u>A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.</u>

9. <u>AS SPECIFIED</u>

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

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

11. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

12. <u>CODES AND REGULATIONS</u>

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

13. PAYMENT

Partial billing will not be accepted. Orange County will pay 100% of the contract price after all goods have been delivered and accepted. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Convention Center P. O. Box 691509 Orlando, Florida 32869 Phone (407) 685-5906

In the event additional County Departments/Division or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

14. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders shall furnish all information requested and in the space provided on the bid form. Each Bidder offering an equal to the brand(s) specified (or if no brand is specified) shall submit with their bid, descriptive literature and/or detailed specifications covering the products offered.

Reference to literature submitted with a previous bid shall not satisfy this provision. Bids which do not comply with these requirements may be rejected.

15. BRAND/MANUFACTURER REFERENCED

Reference manufacturer indicated. Goods similar in design and equal in function and performance may also be considered. Equal offers shall include descriptive literature and/or detailed specifications. Failure to include such specifications or literature for equal offers may be cause for disqualification of the bid.

16. <u>SAMPLES/DEMONSTRATIONS</u>

Samples of any goods for demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

17. <u>EQUIPMENT/SERVICE</u>

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.
- B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.
- C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.
- D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

18. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled when delivered to Orange County.

19. WARRANTY

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

20. MANUALS

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

Operation Manual Three (3) copies

Parts Manual Three (3) copies

Repair Manual Three (3) copies

21. INSURANCE REQUIREMENTS

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

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

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

(Note: State licenses can be checked via <u>www.floir.com/companysearch/</u> and A.M. Best Ratings are available at <u>www.ambest.com</u>)

Required Coverage:

- A. Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Florida Statute 440 shall be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).
- B. Commercial General Liability The Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. Professional Liability (if applicable) The Contractor shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence. (Note: Limit may be reduced to \$500,000 for small not-for-profit agencies subject to Risk Management approval)
- E. Third-Party Commercial Fidelity Bond (applicable to lump-sum funded grant programs) The Contractor shall furnish a Commercial Fidelity Bond for Employee Dishonesty on a blanket basis with a minimum limit of \$1,000,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of the County. The bond shall include a minimum twelve (12) month discovery period when written on a loss sustained basis.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor shall purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

By entering into this contract, Contractor shall provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements shall be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners Attn: Procurement Division 400 E. South Street, 2nd Floor Orlando, Florida 32801

22. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% Bids Up To \$100,000
- B. 7% Bids Greater Than \$100,000 to \$500,000
- C. 6% Bids Greater Than \$500,000 to \$750,000
- D. 5% Bids Greater Than \$750,000 to \$2,000,000
- E. 4% Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% Bids Greater Than \$5,000,000

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% Bids Up To \$100,000
- B. 7% Bids Greater Than \$100,000 to \$500,000
- C. 6% Bids Greater Than \$500,000 to \$750,000
- D. 5% Bids Greater Than \$750,000 to \$2,000,000
- E. 4% Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% Bids Greater Than \$5,000,000

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

23. ATTACHMENTS

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

- A. Attachment 1 Multi Use Front Cart (Front view and service top view)
- B. Attachment 2 Multi Use Front Cart (Rear view)
- C. Attachment 3 Grill Cart Front (Front view and service top view)
- D. Attachment 4 Grill Cart Front (Rear view)
- E. Attachment 5 Support Cart
- F. Attachment 6 Condiment Cart

24. <u>REFERENCES</u>

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

25. <u>REQUIREMENTS CONTRACT</u>

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

SPECIFICATIONS

The Orange County Convention Center (OCCC) is soliciting bids for the procurement of Portable Food Preparation and Point of Sale Carts, as well as associated food service equipment needed to operate the Portable Carts. These Food Carts will be used by the OCCC's contracted Food Service Provider, Centerplate, per the conditions of Term Contract Y8-101.

There are four (4) specific Food Carts to be procured under this bid, each with specific requirements, dimensions, and materials of construction. The Bidder shall provide full drawings, cut sheets, and full color rendering of the three types of Food Carts to be provided under the scope of this bid. Failure to provide said drawings and rendering will cause the Bidder to be determined to be non-responsive.

These food carts will be used in pairs – one front service cart for a specific type of food preparation or style, and one standard support cart to provide a clean-up station, food storage, and related functionality

1. <u>Multi Use Front Food Cart</u>

- A. Purpose: The purpose of the Multi Use Food Cart is to establish a service cart that will handle changeable food concepts in conjunction with the support cart to provide for a restaurant type experience at a portable location throughout the OCCC. This Multi Use Food Cart shall use a combination of an induction cook top with hot/cold food storage wells to handle a wide variety of foods and presentations.
- B. Base: The base unit of the Multi Use Food Cart shall be the following:
 - 1. Dimensions: These dimensions shall be met to ensure that the Food Cart is able to be moved throughout the OCCC using existing hallways, tunnels, and elevators.
 - a. Approximate and not to exceed Eleven Feet, Eight Inches (11'8") Wide
 - b. Approximate and not to exceed Three Feet (3'0") Deep
 - c. Approximate and not to exceed Three Feet, Two Inches (3'2") High
 - 2. Construction and Equipment Details
 - a. The Cart shall have a sturdy frame, constructed of aluminum to provide a lightweight but sturdy base for the Cart and related equipment.
 - b. The Cart shall have an Aluminum Skin on the front of the cart. The two sides of the cart shall be covered with a Cherry Laminate Material (Color to be determined at the time of award).
 - c. The Cart shall have a Solid Surface Countertop, constructed of 3cm thick Corian or equivalent.

- d. The Cart shall have one (1) Stainless Steel Sneeze Guard with Pass Over Work Surface.
- e. The Cart shall be supported on six (6) 5" Heavy Duty Casters, with at least two (2) casters being lockable.
- f. The Cart shall have plastic or composite bumpers on all corners as well as center front & back. These bumpers shall extend beyond Countertop Surface to protect the Countertop Surface.
- g. The Cart shall have one (1) Cook Tec or equivalent induction range with 2 burners for food preparation.
- h. The Cart shall have four (4) Vollrath or equivalent drop in hot/cold wells for food storage.
- i. The Cart shall have two (2) Electrical grommets for Centerplate Provided and removable MICROS POS Terminal.
 - 1. One (1) shall be placed under the Countertop location for the POS terminal.
 - 2. One (1) placed on the side of the cart closest to the POS terminal. This shall provide for a second POS terminal that may be placed on the slide out work shelf (as described below).
- j. The front center area of the Food Cart shall be a free form design area. This area shall comprise a mix of laminate, stainless, etc. The design shall include the Centerplate Spoon Logo, which will be provided to the winning bidder upon award of bid.
- k. The Cart shall have three (3) Locking Paddle Latch Stainless Steel Storage Doors, accessible from the back of the Cart.
- I. The Cart shall have two (2) 24" x 24" slide out stainless work shelves with seventy-five (75) pound support capacity. One shall be placed on each side of the Cart and be accessible from the back of the Cart.
- C. Upper Canopy
 - 1. Dimensions: These dimensions shall be met to ensure that the Food Cart is able to be moved throughout the OCCC using existing hallways, tunnels, and elevators.
 - a. Approximate and not to exceed Eleven Feet, Eight Inches (11'8") Wide
 - b. Approximate and not to exceed Three Feet (3'0") Deep
 - c. Approximate and not to exceed Eight Inches (8") High
 - 2. Construction Details
 - a. The Upper Canopy shall have a hinged roof housing that is strong enough to support two (2) 47" Television menu boards with soft touch open/close mechanism.

- b. The Upper Canopy shall have recessed work lighting sufficient to light all areas of the work surface below on the cart.
- c. The Upper Canopy shall have a changeable signage element that is clearly visible for guests to see. The sign dimensions shall be approximate and not to exceed Six Feet, Six Inches (6',6") across and ten inches (10") high.
- 3. Canopy Support Structure

The Canopy Support Structure shall be comprised of four (4) four foot, ten inch (4'10") pieces of aluminum tubing. Aluminum tubing shall be a minimum of two inches (2") wide, powder-coated in a black finish.

- D. Power
 - 1. The Multi Use Food Cart shall have adequate electrical power connections to meet the operational needs of the OCCC. The Cart shall have, at a minimum, the following:
 - a. One (1) 110v Convenience Outlet
 - b. One (1) 120/208v 60a Single Phase Panel Box
 - c. One (1) 120/208v 60a Single Phase NEMA Plug, #4100-12w

Sample drawings for the Multi Use Food Cart are attached to this bid document as Attachment #1 and #2.

2. <u>Grill Front Food Cart</u>

- A. Purpose: The purpose of the Grill Front Food Cart is to establish a service cart that will handle changeable food concepts in conjunction with the support cart to provide for a restaurant type experience at a portable location throughout the OCCC. This Multi Use Food Cart shall use a combination of an electric cook top and sandwich preparation station to handle a wide variety of foods and presentations.
- B. Base: The base unit of the Grill Front Food Cart shall be the following:
 - 1. Dimensions: These dimensions shall be met to ensure that the Food Cart is able to be moved throughout the OCCC using existing hallways, tunnels, and elevators.
 - a. Approximate and not to exceed Eleven Feet, Eight Inches (11'8") Wide
 - b. Approximate and not to exceed Three Feet (3'0") Deep
 - c. Approximate and not to exceed Three Feet, Two Inches (3'2") High

- 2. Construction and Equipment Details
 - a. The Cart shall have a sturdy frame, constructed of aluminum to provide a lightweight but sturdy base for the Cart and related equipment.
 - b. The Cart shall have an Aluminum Skin on the front of the cart. The two sides of the cart shall be covered with a Cherry Laminate Material (Color to be determined at the time of award)
 - c. The Cart shall have a Solid Surface Countertop, constructed of 3cm thick Corian or equivalent.
 - d. The Cart shall have one (1) Stainless Steel Sneeze Guard with Pass Over Work Surface.
 - e. The Cart shall be supported on six (6) 5" Heavy Duty Casters, with at least two (2) casters being lockable.
 - f. The Cart shall have plastic or composite bumpers on all corners as well as center front & back. These bumpers shall extend beyond Countertop Surface to protect the Countertop Surface.
 - g. The Cart shall have one (1) Star or equivalent thirty six inch (36") Electric Griddle for food preparation.
 - h. The Cart shall have one (1) GFS or Equivalent Hood System.
 - i. The Cart shall have one (1) Beverage Air or equivalent Sandwich Preparation Table and Refrigerator. This Table shall be spaced eighteen inches (18") from the Electric Griddle.
 - j. The Cart shall have two (2) Electrical grommets for Centerplate Provided and removable MICROS POS Terminal
 - 1. One (1) shall be placed under the Countertop location for the POS terminal.
 - 2. One (1) placed on the side of the cart closest to the POS terminal. This shall provide for a second POS terminal that may be placed on the slide out work shelf (as described below).
 - k. The front center area of the Food Cart shall be a free form design area. This area shall comprise a mix of laminate, stainless, etc. The design shall include the Centerplate Spoon Logo, which will be provided to the winning bidder upon award of bid.
 - I. The Cart shall have one (1) Locking Paddle Latch Stainless Steel Storage Door, accessible from the back of the Cart.
 - m. The Cart shall have two (2) 24" x 24" slide out stainless work shelves with seventy-five (75) pound support capacity. One shall be placed on each side of the Cart and be accessible from the back of the Cart.

- C. Upper Canopy
 - 1. Dimensions: These dimensions shall be met to ensure that the Food Cart is able to be moved throughout the OCCC using existing hallways, tunnels, and elevators.
 - a. Approximate and not to exceed Eleven Feet, Eight Inches (11'8") Wide
 - b. Approximate and not to exceed Three Feet (3'0") Deep
 - c. Approximate and not to exceed Three Feet, Two Inches (3'2") High to accommodate the Vent Hood System
 - 2. Construction Details
 - a. The Upper Canopy shall have a roof housing that is strong enough to support two (2) 47" Television menu boards with soft touch open/close mechanism.
 - b. The Upper Canopy shall have recessed work lighting sufficient to light all areas of the work surface below on the cart.
 - c. The Upper Canopy shall have a changeable signage element that is clearly visible for guests to see. The sign dimensions shall be approximate and not to exceed Six Feet, Six Inches (6',6") across and ten inches (10") high.
 - 3. Canopy Support Structure

The Canopy Support Structure shall be comprised of four (4) three feet, six inch (3'6") pieces of aluminum tubing. Aluminum tubing shall be a minimum of two inches (2") wide, powder-coated in a black finish.

- D. Power
 - 1. The Grill Front Food Cart shall have adequate electrical power connections to meet the operational needs of the OCCC. The Cart shall have, at a minimum, the following:
 - a. One (1) 110v Convenience Outlet
 - b. One (1) 120/208v 60a Single Phase Panel Box
 - c. One (1) 120/208v 60a Single Phase NEMA Plug, #4100-12w

Sample drawings for the Grill Front Food Cart are attached to this bid document as Attachment #3 and #4.

3. <u>Support Food Cart</u>

- A. Purpose: The purpose of the Support Cart is to establish a Food Service Support cart that will handle changeable food concepts in conjunction with the Multi Use Front and Grill Front carts to provide for a restaurant type experience at a portable location throughout the OCCC. This Support Food Cart shall use a combination of refrigeration and hot holding stations to handle a wide variety of foods and presentations.
- B. Base: The base unit of the Support Food Cart shall be the following:
 - 1. Dimensions: These dimensions shall be met to ensure that the Support Food Cart is able to be moved throughout the OCCC using existing hallways, tunnels, and elevators.
 - a. Approximate and not to exceed Eleven Feet, Eight Inches (11'8") Wide
 - b. Approximate and not to exceed Three Feet (3'0") Deep
 - c. Approximate and not to exceed Three Feet, Two Inches (3'2") High
 - 2. Construction and Equipment Details
 - a. The Cart shall have a sturdy frame, constructed of aluminum to provide a lightweight but sturdy base for the Cart and related equipment.
 - b. The Cart shall have an Aluminum Skin on the front of the cart. The two sides of the cart shall be covered with a Cherry Laminate Material (Color to be determined at the time of award).
 - c. The Cart shall have a Solid Surface Countertop, constructed of 3cm thick Corian or equivalent, with a seamless integrated hand wash sink.
 - d. The Cart shall have one (1) Stainless Steel Single Handle faucet for the hand wash sink.
 - e. The Cart shall be supported on six (6) 5" Heavy Duty Casters, with at least two (2) casters being lockable.
 - f. The Cart shall have plastic or composite bumpers on all corners as well as center front & back. These bumpers shall extend beyond Countertop Surface to protect the Countertop Surface.
 - g. The Cart shall have one (1) insulated ½ size Crescor or equivalent hot cabinet #5EMN1.
 - h. The Cart shall have two (2) Grainger or Equivalent Stainless Steel refrigerator with 4.4 cubic feet of storage for sheet pans.
 - i. The Cart shall have four (4) Electrical grommets along the back edge of the Countertop to accommodate various equipment configurations.

- j. The Top center area of the Support Food Cart shall be a free form design area. This area shall comprise a mix of laminate, stainless, etc. The design shall include the Centerplate Spoon Logo, which will be provided to the winning bidder upon award of bid.
- C. Canopy Back Drop
 - 1. Dimensions: These dimensions shall be met to ensure that the Support Food Cart is able to be moved throughout the OCCC using existing hallways, tunnels, and elevators.
 - a. Approximate and not to exceed Eleven Feet, Eight Inches (11'8") Wide
 - b. Approximate and not to exceed Two Feet (2'0") Deep
 - c. Approximate and not to exceed Eighteen Inches (18") High
 - 2. Construction Details
 - a. The Canopy Back Drop shall have recessed work lighting sufficient to light all areas of the work surface below on the cart.
 - b. The Canopy Back Drop shall three (3) 100V Convenience outlets along the back, bottom edge of the cart located above the corner bumpers.
 - 3. Canopy Support Structure

The Canopy Support Structure shall be comprised of four (4) four feet, ten inch (4'10") pieces of aluminum tubing. Aluminum tubing shall be a minimum of two inches (2") wide, square framed with selected cherry wood laminate.

There shall be two (2) five foot (5'0") Aluminum swing arms on the back of the Support Food Cart. These arms shall have a 180 degree swing angle, with adequate bracing to support 7'6" draping material, to be provided by the Food Service Vendor.

- D. Power
 - 1. The Support Food Cart shall have adequate electrical power connections so as to meet the operational needs of the OCCC. The Cart shall have, at a minimum, the following:
 - a. One (1) 110v Convenience Outlet
 - b. One (1) 120/208v 60a Single Phase Panel Box
 - c. One (1) 120/208v 60a Single Phase NEMA Plug, #4100-12w

Sample drawings for the Grill Front Food Cart are attached to this bid document as Attachment #5.

4. <u>Condiment Cart</u>

- A. Purpose: The purpose of the Condiment Cart is to establish a Food Service Support cart that will handle guest condiment selections in conjunction with the Multi Use Front and Grill Front carts to provide for a restaurant type experience at a portable location throughout the OCCC.
- B. Base: The base unit of the Condiment Cart shall be the following:
 - 1. Dimensions: These dimensions shall be met to ensure that the Support Food Cart is able to be moved throughout the OCCC using existing hallways, tunnels, and elevators.
 - a. Approximate and not to exceed Five Feet (5' 0") Wide
 - b. Approximate and not to exceed Two Feet, Six Inches (2'6") Deep
 - c. Approximate and not to exceed Three Feet, Ten Inches (3'10") High
 - 2. Construction and Equipment Details
 - a. The Cart shall have a sturdy frame, constructed of aluminum to provide a lightweight but sturdy base for the Cart and related equipment.
 - b. The Cart shall have an Aluminum Skin on the front of the cart. All two sides of the cart shall be covered with a Cherry Laminate Material (Color to be determined at the time of award).
 - c. The Cart shall have a Solid Surface Countertop and a elevated service shelf, constructed of 3cm thick Corian or equivalent.
 - d. The Cart shall have 4 cut outs and drop in containers for condiment presentation.
 - e. The Cart shall be supported on four (4) 5" Heavy Duty Casters, with at least two (2) casters being lockable.
 - f. The Cart shall have plastic or composite bumpers on all corners as well as center front & back. These bumpers shall extend beyond Countertop Surface to protect the Countertop Surface.
 - g. The Cart shall have a trash hole with removable rim for easy cleaning.
 - 3. Power There are no power requirements for this cart.

Sample drawings for the Condiment Cart are attached to this bid document as Attachment #6.

5. Food Service Equipment

The following equipment shall be provided for usage on the various carts, as specified in sections 1-3 above. All equipment shall be electric. Bid sheets shall reference the manufacturer indicated. Products similar in design and equal in function may also be considered. Equal offers shall include descriptive literature and/or detailed specifications. Failure to include such specifications or literature for equal offers shall be cause for disgualification of the bid.

- A. Turbo Chef Encore 2 High Speed Commercial Convection/Microwave Oven or approved equivalent: This Oven shall use radiant heat, highspeed air impingement, and side-launched microwave to cook food rapidly, without compromising quality of product.
 - 1. Dimension of this oven shall be approximately nineteen (19) inches in height (twenty-three with legs), twenty-one and $\frac{1}{2}$ (21.5) inches wide, and twenty-seven and $\frac{1}{2}$ (27.5) inches deep.
- B. Pro-Max Grooved Two-Sided Grill with Electronic Timers and with Pro-Lift Hinge, Model CG14IEGT (Star Manufacturing, Inc.) or approved equivalent: This is a grill with Heavy-duty grooved top and smooth bottom surfaces, made of cast iron.
 - 1. Dimensions of this grill shall be approximately nineteen and 5/8 (19.625) inches wide by twenty-four and 5/8 (24.625) inches deep.
- C. APW Whott AT-Express Commercial Radiant Conveyor Toaster or approved equivalent: This is a bread toaster, capable of generating over three hundred (300) slices of toast per hour. The toaster shall have a variable speed control for the toast conveyor to produce optimum results in toasting color and texture. The toaster shall have the ability to turn off either the top or bottom element for one sided toasting. The toaster shall also have the ability to handle a variety of breads, bagels, or English muffins.
 - 1. The toaster shall have a small footprint, not to exceed fifteen and 3/64 inches in width, seventeen and 3/16 inches in depth, and thirteen and ½ inches in height.
 - 2. The toaster shall have a one and $\frac{1}{2}$ inch mouth, a ten (10) inch wide belt, with metal sheathed elements.
 - 3. The toaster shall be 120V, 1725W, with 14.4 amps. The toaster shall utilize a NEMA 5-15P plug.
- D. Greaseless Fryer Express System or equivalent: This is an Impingement air process system that cooks various types of fun food products such as wings, French fries, chicken nuggets, etc. using a hot air process that seals the food item outer layer, locking in moisture.

- 1. The Fryer Express shall have a small footprint, with dimensions of approximately fourteen and $\frac{1}{4}$ (14.25) inches in height, nineteen (19) inches in width, and eighteen (18) inches in depth.
- 2. The Fryer shall be 120V, 1300W, with 10.9 amps.
- E. Manitowoc Foodservice Garland Countertop Induction Wok Model GIWOK-5.0 or equivalent: This is an Counter top cooking device, with a total rating of 5.0 kW. The wok has a stainless steel casting, with a ceran ceramic glass wok well. Unit has a rotary power switch, and an integral cord and plug.
 - The Countertop Wok shall have dimensions of approximately fifteen (15) inches wide by seventeen (17) and 5/16 inches deep by seven (7) and 7/8 inches high.
 - 2. The Wok shall be 208V, 5000W, with 14 amps.
- F. Equipex Hot Dog Machine Model CS4E or equivalent: This is a hot dog machine, that has a pyrex glass steamer unit, which holds up to forty (40) hot dogs. The unit also has four (4) toasting spikes for buns. The unit also has a thermostatically controlled heating element.
 - 1. The Hot Dog Machine shall have dimensions of approximately eighteen (18) inches wide by eleven (11) inches deep by sixteen (16) inches high.
 - 2. The Machine shall be 120V, 650W, with 6 amps. It shall have an attached electrical cord, with a NEMA 5-15P plug end.
- G. Cadco 26" Portable Countertop Warming Shelf Model WT-10S or equivalent: This is a warming shelf that contains a twenty (20) ½ inch by fourteen (14) inch warming surface, constructed of stainless steel. The unit has a temperature control that can heat the shelf up to 205 degrees F.
 - 1. The Warming Shelf shall have overall dimensions of approximately twenty-five (25) and ¼ inches wide by fifteen (15) and ¼ inches deep by two (2) and ¼ inches high.
 - 2. The Shelf shall be 120V, 300W and 2.5 amps.

BID RESPONSE FORM IFB #Y14-629-DG

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

LOT A: PORTABLE FOOD PREPARATION CARTS

ITEM <u>NO</u> .	DESCRIPTION	<u>QUANTITY</u>		UNIT <u>PRICE</u>	EXTENDED <u>PRICE</u>	
1	Multi Use Front Food Cart	8	Х	\$	= \$	
	Manufacturer and Model Numb	ber				
2	Grill Front Cart	2	Х	\$	= \$	
	Manufacturer and Model Numb	ber				
3.	Support Food Cart	10	Х	\$	= \$	
	Manufacturer and Model Numb	ber				
4.	Condiment Cart	10	Х	\$	= \$	
	Manufacturer and Model Numb	er				
TOTAL BID – LOT A, FOB DESTINATION DELIVERED: \$						
LOT B: FOOD PREPARATION EQUIPMENT						
ITEM <u>NO</u> .	DESCRIPTION	QUANTITY		UNIT <u>PRICE</u>	EXTENDED <u>PRICE</u>	
5.	Turbo Chef Encore 2 High Spe Commercial Convection/Microv Oven or approved equivalent a Specified herein	vave	Х	\$	_ = \$	
	Manufacturer and Model Numb	per				

Company Name

ITEM <u>NO</u> .	DESCRIPTION QU	ANTITY		UNIT <u>PRICE</u>	EXTENDED <u>PRICE</u>
6.	Pro-Max Grooved Two-Sided Grill, Model CG14IEGTor approved equivalent as specified herein	8	Х	\$ =	= \$
	Manufacturer and Model Number				
7.	APW Whott AT-Express Commercia Radiant Conveyor Toaster or appro- equivalent as specified herein		Х	\$ =	= \$
	Manufacturer and Model Number				
8.	Greaseless Fryer Express System or approved equivalent as specified herein	4	Х	\$	= \$
	Manufacturer and Model Number				
9.	Manitowoc Foodservice Garland Countertop Induction Wok Model GIWOK-5.0 or approved equivalent As specified herein	4	Х	\$	_ = \$
	Manufacturer and Model Number				
10.	Equipex Hot Dog Machine Model CS4E or approved equivalent As specified herein	4	Х	\$	_ = \$
	Manufacturer and Model Number				
11.	Cadco 26" Portable Countertop Warming Shelf Model WT-10S or approved equivalent As specified herein	6	Х	\$	_ = \$
	Manufacturer and Model Number				
	TOTAL BID – LOT B, FOB DEST	INATION D	ELIVI	ERED: \$	
тот	TAL BID – LOTS A & B, FOB DEST	INATION DE	ELIVE	ERED: \$	

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be not later than ninety (90) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Dorothy Gordon, Senior Purchasing Agent, at Dorothy.Gordon@ocfl.net

<u>Bid Response Documents</u> - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. Please make sure forms are fully executed where required.
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Certificate of Competency and License, per Special Terms and Conditions.
- D. Completed attached reference documentation.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name:

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

TIN#:	D-U-N-	-S® #		
(Street No. or P.O. Bo	ox Number) (Street Nan	ne) (City)		
(County)	(State)	(Zip Code)		
Contact Person:				
Phone Number:	Fax	Number:		
Email Address:				
	EMERGENCY CC	<u>ONTACT</u>		
Emergency Contact Person:				
Telephone Number: Cell Phone Number:				
Residence Telephone Number: Email:				

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No	_, Date	Addendum No	_, Date
Addendum No	_, Date	Addendum No	, Date

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. <u>Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.</u>

Name	Title	Tele	phone Number/Email
(0): ()			- \
(Signature)		(Dat	е)
(Title)		_	
(Name of Business)			
The Bidder shall complete a	nd submit the	following informati	ion with the bid:
Type of Organization			
Sole Proprietors	hin	Partnership	Non-Profit
Joint Venture		Corporation	
State of Incorporation:			
• —			
Principal Place of Business	(Florida Statu	te Chapter 607): _	
	_		City/County/State
THE PRINCIPAL PLAC THE BIDDER'S PRINCI			
DIVISION OF CORPOR			

Federal I.D. number is

REFERENCES

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1.	Company Name:
	Owner's Name:
	Description of goods or services provided:
	Contract Amount:
	Date Services Completed:
	Contact Person:
	Address:
	Telephone Number:
	Email Address:
2.	Company Name:
	Owner's Name:
	Description of goods or services provided:
	Contract Amount:
	Date Services Completed:
	Contact Person:
	Address:
	Telephone Number:
	Email Address:
Daga	4

3. Company Name:

Owner's Name:				
Description of goods or services provided:				
Contract Amount:				
Date Services Completed:				
Contact Person:				
Address:				
Telephone Number:				
Email Address:				

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y14-629-DG

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, <u>**BY ATTACHMENT TO THIS FORM**</u>, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y14-629-DG

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

All persons, including subcontractors and their workforce, who will perform work under Contract No.Y14-629-DG, Portable Food Preparation and Point of Sale Carts for Orange County Convention Center, within the state of Florida.

NAME OF CONTRACTOR:	
ADDRESS OF CONTRACTOR:	
AUTHORIZED SIGNATURE:	
TITLE:	
DATE:	

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Facsimile:	()	

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

Name of Bidder's Authorized Agent:

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

Business Phone: ()_____ Facsimile: ()_____ Part II

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

____ YES ____ NO

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

____YES ____NO

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

____ YES ____ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder	Date
Printed Name and Title of Person completing	ng this form:
STATE OF: COUNTY OF:	
day of, 20 by personally known to me or has produced identification and did/did not take an oath.	the county and state stated above on
(Notary Seal)	Signature of Notary Public Notary Public for the State of My Commission Expires:
Staff signature and date of receipt of form	

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No
2.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No
3.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No
4.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No
5.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No
6.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No
7.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No
8.	Name and address of individual or business entity: Are they registered Lobbyist? Yes or No

<u>Part II</u>

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- •Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- •Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- •Any other contribution or expenditure made by or to a political party;
- •Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			¢.
		TOTAL EXPENDED THIS REPORT	\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date Signa	ature of Principal or Principal's Authorized Agent (check appropriate box)
Printed Name and Title of Person com	pleting this form:
STATE OF COUNTY OF	
	ument was acknowledged before me this by He/she is edas ath.
Witness my hand and official set the day of, in t	eal in the county and state stated above on the year
(Notary Seal)	Signature of Notary Public Notary Public for the State of My Commission Expires:
Staff signature and date of receipt of fo	orm

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) Lobbying also

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

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

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

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

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name),	Do
hereby authorize (print agent's name),,	, to
act as my/our agent to execute any petitions or other documents necessary to affe	ect
the CONTRACT approval PROCESS more specifically described as follows, (I	FB
NUMBER AND TITLE), and to appear	on
my/our behalf before any administrative or legislative body in the county considering t	his
CONTRACT and to act in all respects as our agent in matters pertaining TO TH	ΗS
CONTRACT.	

Signature of Bidder		Date
STATE OF COUNTY OF	: :	
	• • • • • • •	.
I certify that the	e foregoing instrument was acknow	ledged before me this
,	e foregoing instrument was acknow, 20 by	0
day of	0 0	He/she is
day of	, 20 by ne or has produced	He/she is
day of personally known to r identification and did/	, 20 by ne or has produced did not take an oath.	He/she is as
day of personally known to r identification and did/	, 20 by ne or has produced	He/she is as

Signature of Notary Public	
Notary Public for the State	
of	
My Commission	
Expires:	

(Notary Seal)

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company:	
Workers' Compensation Carrier:	
A.M. Best Rating of Carrier:	
Inception Date of Leasing Arrangement:	

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

Name of Contractor:	
Signature of Owner/Officer:	
Title:	Date:

EXHIBIT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).

YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;

AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;

STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;

ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2nd FLOOR ORLANDO, FL 32801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2nd FLOOR ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

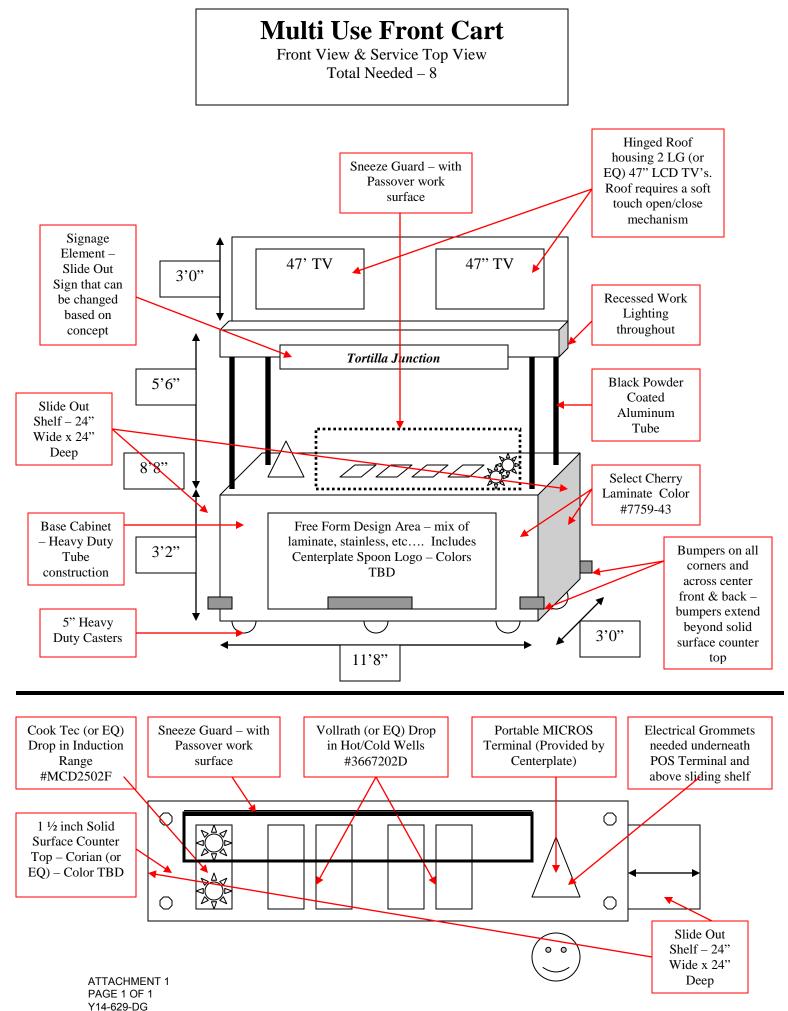
Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2nd FLOOR ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

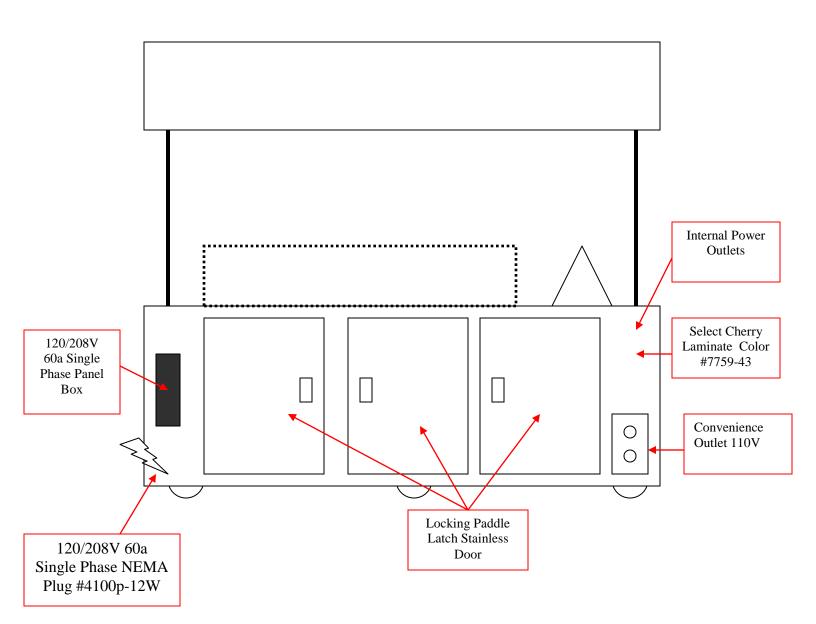
The TRANSER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

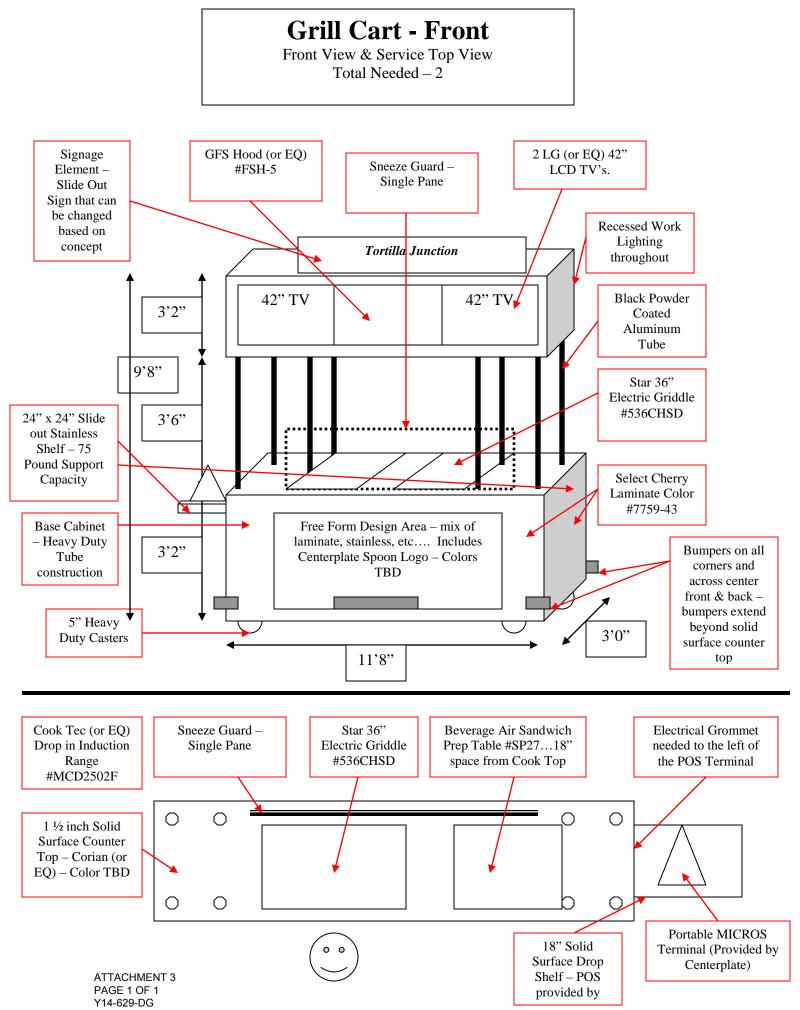
We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "Products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Multi Use Front Cart Rear View

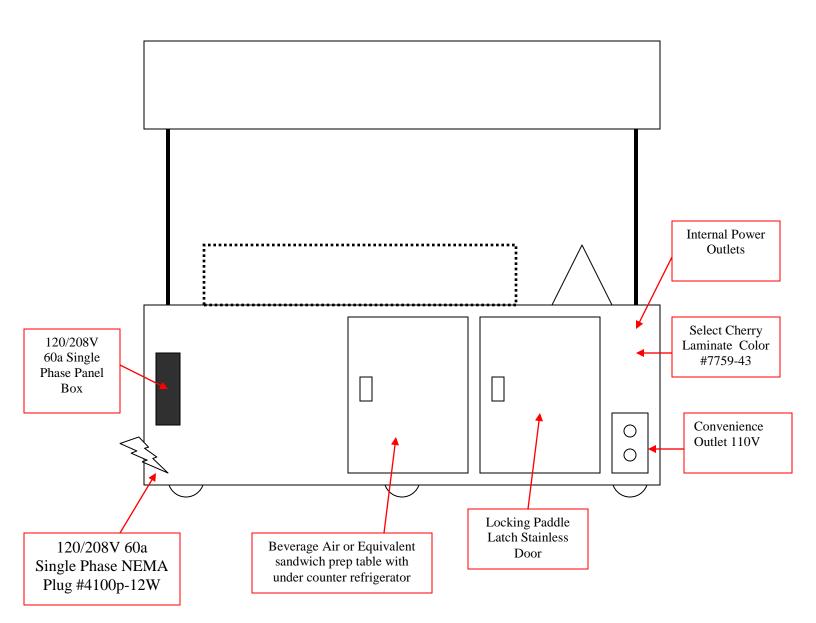
Total Needed -8





Grill Front Cart Rear View

Total Needed -2



ATTACHMENT 4 PAGE 1 OF 1 Y14-629-DG

