

Issue Date: February 13, 2015

**REQUEST FOR PROPOSALS**  
**FOR**  
**DISASTER RECOVERY AND DEBRIS REMOVAL**  
**RFP #Y15-1022-CH**

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, March 17, 2015**, for providing Disaster Recovery and Debris Removal to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

**A Non-Mandatory Pre-Proposal Conference will be held on February 27, 2015, at 9:30 A.M, at the Orange County Public Works Building, 4200 South John Young Parkway, 1<sup>st</sup> Floor Main Conference Room, Orlando, Florida 32839. Attendance is not mandatory but is encouraged.**

Johnny Richardson, CPPO, CFCM  
Manager, Procurement Division

**NOTICE TO PROPOSERS**

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Carol Hewitt, Senior Contract Administrator, at email address: [Carol.Hewitt@ocfl.net](mailto:Carol.Hewitt@ocfl.net) or at (407) 836-5598. **You may contact Carol Hewitt at any time during this process, including during the Black Out Period.**

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**REQUEST FOR PROPOSALS**  
**FOR**  
**DISASTER RECOVERY AND DEBRIS REMOVAL**  
**RFP #Y15-1022-CH**

**PURPOSE**

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting proposals for Disaster Recovery and Debris Removal.

**INSTRUCTIONS TO PROPOSERS**

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time, Tuesday, March 17, 2015**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

**Offers by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.**

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal 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).**

**Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal 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 shall not be responsible for deliveries made to any place other than the specified address.**

All proposals will be opened publicly and the names of all proposers shall be read aloud.

## TERMS AND CONDITIONS

### 1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

### 2. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

### 3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

### 4. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

### 5. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. **INSURANCE**

Contractor agrees to 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 assumed by Contractor under this contract. Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Contractor shall require and ensure that each of its subcontractors 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 must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

*(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

Required Coverage:

- 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 Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- 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.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- 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. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Contractor 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 agrees to 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 agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the 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 endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Contractor shall notify the County not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Provided, however, if the contract between the County and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County, shall be limited to an obligation to indemnify or hold harmless the County, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

## **7. DRAFT CONTRACT**

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

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



8. **ACCOUNTING SYSTEM**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The 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 designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers

9. **SHORTLISTS, PROTESTS and LOBBYING**

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

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

- **Orange County Lobbyist Regulations General Information**  
**<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>**

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**  
**[http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County\\_Admin/docs/CodeCH17-313.pdf](http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf)**

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

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Division Reception Desk at (407) 836-5635.

**10. PUBLIC ENTITY CRIME**

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

**[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendors/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendors/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.

**11. AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

**12. 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.

**13. CONTRACT TERM**

It is the intent of the County to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

**14. CONTRACT AWARD**

The County reserves the right to award a single contract or multiple contracts for this service.

15. **AWARD RESTRICTION**

The Contractor awarded the County's Disaster Debris Monitoring contract shall be ineligible to compete for this contract.

16. **PERFORMANCE BONDS AND PAYMENT BONDS:**

A Payment Bond issued in the amount of \$500,000 and a Performance Bond issued in the amount of \$500,000 by a Surety company considered satisfactory by the County will be required from the successful Bidder for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such Contract, and insuring the faithful performance of the obligations imposed by the resulting Contract. The Payment Bond and the Performance Bond forms are included in the Contract Documents and said forms must be properly executed by the Surety Company and successful Bidder within ten (10) days after receipt of notification from the County of its award of the Contract. Awarded Bidders shall record bonds in the public records as required by Florida State Statutes, Chapter 255.05.

In order to be **ACCEPTABLE** to the County, the Surety company issuing the **Performance Bond and the Payment Bond**, shall meet and comply with the following minimum standards:

- a. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- b. Surety must be listed on the U.S. Department of Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- c. All bonds shall be originals and issued or countersigned by a producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-fact who sign bonds or other Surety instruments must attach with each bond or Surety instrument a signed, certified and effectively dated copy of their power of attorney. Agents of Surety companies must list their name, address and telephone number on all bonds.
- d. The life of the bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.
- e. **Surety must have financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI.**
- f. Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements in paragraphs a. – e. above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized. The "lead"

surety shall be identified for the purposes of underwriting and claims management.

**17. SCHEDULE OF SUBCONTRACTING**

Proposers shall list **all** proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), and proposed percentage of work.

**18. EQUAL OPPORTUNITY**

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.

**19. SITE VISITS**

Proposers are urged to visit the current County identified Temporary Debris Storage and Reduction Sites (TDSRS) to satisfy themselves regarding all general and local conditions that may impact the cost of contract performance. In no event shall failure to inspect the sites constitute grounds for a claim after contract award.

**20. LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances, and the rules and regulation of all authorities having jurisdiction over any part of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written.

**21. QUESTIONS REGARDING THIS RFP**

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Carol.Hewitt@ocfl.net no later than 4:00 PM, March 4, 2015 referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal 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 Procurement Division Manager. **You may contact Carol Hewitt, Senior Contract Administrator by email: Carol.Hewitt@ocfl.net or at 407-836-5598 at any time during this process, including during the Black Out Period.**

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

**22. DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal.

The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD for a \$30.00 fee per CD. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.

- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

**23. REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must 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 must have knowledge of the project. **DO NOT** list principals or officers who will 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 evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

**24. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers 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 Proposer fails to cite the applicable exempting law, we will treat the information as public.

## PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

Submit one (1) original, nine (9) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

### 1. QUALIFICATIONS OF FIRM

- a. Provide a description and history of the firm focusing on the following:
  - 1) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal within the past five (5) years.
  - 2) Documented knowledge and experience with State of Florida and local emergency agencies, State of Florida and Federal Emergency Management Agency (FEMA) programs, funding sources and reimbursement processes.
  - 3) Experience demonstrating knowledge of environmental requirements.
  - 4) Experience in all aspects of emergency debris management to include procurement, operation, planning, contract management and accounting systems.
  - 5) List of proposed subcontractors.
  - 6) List of proposed equipment. Provide specific type and quantities. Delineate prime and subcontractor resources separately.

b. List at least five (5) references with a minimum of two (2) from governmental entities involving hurricane debris removal experience of a minimum of 500,000 cubic yards, for which the firm has performed similar work including the contact name, address, e-mail address, telephone number and date of the contract. The references may be from government entities. **Form Attachment J is provided for this information.**

c. List all other contracts the Contractor currently has in place as of the submission date for proposals for similar services to include the name and location of the entity and contract duration.

## 2. **QUALIFICATIONS OF STAFF**

Include a listing of the project manager and all other key staff, by position, to be assigned to provide the required services and resumes for each describing experience, training and education in the required services. Provide a listing of other positions that will be used in contract performance. Provide quantities for each position. Identify staff experience working with governmental entities and list those projects.

## 3. **TECHNICAL APPROACH**

Provide a narrative description with an organizational chart outlining the methods of operation, operational structure and services to be provided. This description should fully and completely demonstrate the proposers intended methods in performing the contract and specifically identify obligations of the County (e.g. services and operational requirements) upon which the approach is contingent. The proposer shall confirm its understanding of the scope of services and its commitment to fully comply with all contractual requirements. In addition, the proposer shall describe their ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support. Provide information on any technology proposed to perform the scope of services, particularly for load tickets and other reports.

**Provide information on any technology proposed to perform the scope of services, particularly for load tickets and other reports.**

## 4. **FEE SCHEDULE**

Each proposer must complete and submit the Fee Schedule Form included herein as Attachment B. Costs for Items 1a, 1b, 1c, 1d, 2a, 2b and 3 on the Fee Schedule Form, Attachment B, shall form the basis for the evaluation of costs.

**The Fee Schedule shall include ALL costs associated with the performance of the contract including travel and out-of-pocket expenses.**



5. **DISADVANTAGED BUSINESS ENTERPRISE:**

The County and the State encourages DBE firms to compete for Department professional services projects, and also encourages non-DBE consultants to use DBE firms as sub-consultants. Contract specific goals are not placed on Federal/State contracts; however the overall goal is 9.91%. Use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in federally assisted contracts.

If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

6. **CONFLICT OF INTEREST FORM**

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with you proposal.

7. **ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted with your proposal 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 any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder 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 your proposal.

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

8. **AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

**9. DRUG-FREE WORKPLACE FORM**

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

**10. 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 the contract.**

Therefore, by submission of a proposal in response to this solicitation, the Contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor further confirms his commitment to comply with this requirement by completing the E-Verification certification.

**11. SELECTION - CRITERIA**

<b><u>CRITERIA</u></b>	<b><u>WEIGHT</u></b>
Qualifications of Firm	20
Qualification of Staff	20
Technical Approach	20
Fee Schedule	40
<b>TOTAL</b>	<b>100</b>

**SCOPE OF SERVICES**

Orange County is located in Central Florida, USA and has a population of 1,225,267 citizens based upon current (2013) County records. The County encompasses approximately 988.82 square miles or 639,863.67 acres of which 505,289.95 acres are unincorporated and 133,928.19 are incorporated (municipalities). The County has approximately 5,113 miles of improved and maintained roadway which includes all County, State, Expressway and Municipality roadways.

The disaster and debris removal Contractor shall provide professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or manmade disaster or emergency situation, as required by the County. The Contractor shall perform all of the requirements of this scope of services as ordered by the County. Response time shall be deemed as having a Contractor's representative physically present at the Orange County Emergency Operations Center within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of Notice to Proceed.

The Contractor shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to:

Tornados, hurricanes, severe weather events or any other natural or manmade disaster or emergency.

The Contractor shall provide for the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post disaster situations, as ordered on an as needed basis. The Contractor shall have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.

**A. DEFINITIONS**

**BCC** - The Orange County Board of County Commissioners, the duly elected governing board of the County.

**C&D** - Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick.

**Eligible Debris** - All debris resulting from the incident required to be removed, hauled and disposed of including, but not limited to, the requirements listed in this Scope of Services.

**EOC** - Emergency Operations Center, located at the Orange County Fire Rescue Headquarters building, 6590 Amory Ct., Winter Park, Florida 32792.

**FEMA** - Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.

**Government Debris Management Sites** - Any site approved by the County for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.

**HTW** - Hazardous and/or Toxic Waste including, but not limited to, mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled.

**Incident** - Each disaster for which a NTP is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Contractor will not be paid for mobilization unless additional TDSRS are required due to the subsequent incident.

**LSA** - Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to, trucks, cranes, trailers, heavy equipment.

**Monitoring Consultant** - The Consultant under contract with the County to provide oversight and management of disaster recovery and debris removal contractor.

**Mulch** - The end product of the chipping or grinding of wood products.

**NTP** - Notice to Proceed, official written notice from an authorized County official instructing the Contractor to proceed with disaster recovery and debris removal activities as specified.

**Project Manager** - The individual with the overall responsibility of directing and managing the Contractor's disaster recovery and debris removal activities.

**ROW** - Right of Way, the land which the County has title to, or right of use, for the road and its structures and appurtenances.

**TDSRS** - Temporary Debris Storage and Reduction Site(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

**White Goods** – Including, but not limited to, refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters.

**Work Sites** – Any location at which the Contractor is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

**Mileage Radius** - TDSRS within a radius of the mileage ranges indicated.

**B. DEBRIS COLLECTION**

The Contractor shall be responsible for debris collection activities including, but not limited to, furnishing all labor, materials and equipment to accomplish the following tasks:

1. Clearing, removing and transporting debris from the public right-of-way, all County owned property, streets and roads or privately owned property, as required to secure the public safety. This includes the removal of damaged sidewalks and other damaged improvements from the public ROW. Areas from which damaged sidewalks and other damaged improvements are removed by the Contractor shall be brought back to grade.
2. Establishment, management and operation of approved County Government debris management sites (TDSRS), to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.
3. Demolition and removal of condemned structures and buildings that pose a threat to public safety.
4. The removal of fallen trees that originate from within the ROW and those which extend onto the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.
5. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the event.
6. Removal of sand, earthen and foreign materials from roads, streets, bridges and rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures; screening sand and returning clean sand to beaches or other designated sites.
7. Cleaning and opening of enclosed drainage systems including, but not limited to, canals, ditches, retention ponds and streams.
8. Return areas throughout the County where debris removal is accomplished and there is damage due to the Contractor's operations, to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure shall be repaired or restored to the satisfaction of the County.

**C. LOGISTICS ACTIVITIES**

Upon request from the County, the Contractor shall be responsible for management, staff augmentation and support capabilities including, but not limited to consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, deployable personnel, and major end items and Development of Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, food and lodging.

**D. DOCUMENTATION MANAGEMENT AND SUPPORT**

1. Assist the County in preparation of FEMA and State reports for reimbursement, including training of Agency/Department employees and review of documentation prior to submittal.
2. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
3. Complete and submit County provided disposal tickets, field inspection reports, and other data sufficient to provide substantiation for FEMA and State reimbursement.

**E. MANAGEMENT, PROCESSING AND LOADING OF ALL ELIGIBLE DEBRIS AND/OR RESIDUE AT THE TDSRS**

Preparation and layout of site; management, maintenance and operation of the TDSRS, including but not limited to, the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities services, lighting, ash and HTW containment areas, fire protection, permits, environmental monitoring, and safety measures; loading reduced/stored and initiating load tickets for final disposition; and closure and remediation of the TDSRS.

Responsible for the establishment, management, maintenance, processing and loading of all eligible debris and/or residue at all Citizen Disposal Sites.

Responsible for constructing and maintaining an all-weather road for access to the TDSRS and other debris collection sites. The County's responsibility for any road maintenance and support ends at the right-of-way line.

Responsible for constructing an inspection tower. The tower shall be constructed using pressure treated wood. The floor elevation of the tower shall be fifteen (15) feet above the existing ground elevation. The floor area shall be 8' X 8', constructed of 2" X 8" joists, 16" on center with ¾" plywood supported by four 6" X 6" posts. The perimeter of the floor area shall be protected by a four (4) foot high wall constructed of 2" X 4" studs and ½" plywood. The floor area shall be covered by a corrugated tin roof. The roof shall provide a minimum of 6'6" of headroom below the support beams. Wooden steps shall provide access with a handrail. Construction of towers shall comply with all applicable County building codes.

All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, State and local laws, ordinances, regulations and standards. The Contractor shall segregate operations within each site.

All equipment used in the performance of this contract shall be in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to, grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning and accurate hour meter.

Each TDSRS shall be equipped with portable toilets with hand washing accessories, a working office trailer and a debris inspection/observation tower.

#### **F. SPECIFIC SERVICES**

As directed by the County, the Contractor shall perform the following services:

- (1) Private Property Demolition and Debris Removal – The Contractor shall operate beyond the public Right Of Way only as identified and directed by the County.
- (2) Marine Debris Removal – The Contractor shall clear canals and waterways of marine debris. Marine debris is defined as any material obstructing a canal or waterway, including lake debris.
- (3) Hazardous and/or Toxic Waste Disposal – The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.
- (4) Fallen Trees, Hazardous Leaning Trees and Hanging Limbs – The Contractor shall remove fallen trees, leaning trees or hanging limbs that originate from within the ROW and those which extend over the ROW from private property, at the point where it enters the ROW.

Fallen or leaning trees or hanging limbs which originate from private property and extend onto or into the ROW shall be cut at the point where they enter the ROW. The fallen or leaning trees and hanging limbs, and that part of the eligible debris which lies within the ROW shall be removed from the ROW and be properly disposed of by the Contractor.

- (5) Hazardous Stumps – The Contractor shall measure each stump two (2) feet above normal ground level to determine the diameter of the trunk. All stumps with a diameter of 24” or less removed or excavated from public rights of way and stumps placed on public rights of way but not excavated by the Contractor shall be paid under Fee Schedule Item 1A, Removal, loading, hauling, of all eligible debris and/or residue from designated work zones to the TDSRS, as specified. All stumps larger than 24” shall be paid under Fee Schedule Item 2A (Page B-2), Hazardous Stumps.
- (6) Fill Dirt – As identified and directed by the County, the Contractor shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
- (7) Soil Screening – The Contractor shall screen all soil to remove Eligible Debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the County. Eligible debris removed from the soil shall be collected, hauled and processed at the TDSRS.
- (8) White Goods – The Contractor shall recycle all eligible white goods including, but not limited to, refrigerators, freezers and air conditioners in accordance with all federal, state and local rules, regulations and laws.
- (9) Freon Recovery – The Contractor shall remove and recover Freon from any white goods at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
- (10) Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the Contractor’s labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- (11) Closure and Remediation of the TDSRS – Within thirty (30) days after notice by the County, the Contractor shall cease debris collection activities and remove all Contractor equipment and temporary structures and dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found.



The County reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill as approved by the County. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS to its original state, subject to the County's final acceptance. Payment retainage will not be released until all debris sites have been closed and remediated.

- (12) Storm Sewer Cleaning - The contractor shall provide all labor, equipment and materials necessary to remove debris, silt, dirt, or any other foreign obstruction in order to restore maximum flow within the storm water conveyance systems.

**G. ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT**

The County may employ the services of a debris monitoring consultant to provide oversight of the Contractor's operations. In this capacity, the consultant acts as the County's agent and has authority to act on its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

**H. PRODUCTION RATES**

The CONTRACTOR commits to the following minimum production rates for debris removal:

- (1) Up to two hundred fifty thousand (250,000) cubic yards – 15 calendar days from NTP.
- (2) Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.
- (3) Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.
- (4) Greater than one million (1,000,000) cubic yards – 15 calendar days for every two hundred fifty thousand (250,000) cubic yards thereafter from NTP.

Debris removal is defined as the removal of debris from public ROW'S and other County owned property and transport to the applicable TDSRS.

**I. CREW/EQUIPMENT REQUIREMENTS**

A crew shall consist of the following minimum resources:

- (1) One (1) self loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment and;
- (2) One (1) sawman and two (2) laborers with all pertinent equipment and;
- (3) Two (2) flagmen

**J. HOT SPOT CREW**

The Contractor shall have at least one hot spot crew. The crew shall consist of one (1) self loader plus the minimum crew specified in paragraph I of this Scope of Services. The crew will respond to urgent requirements as directed by the County and shall begin operation within twenty-four (24) hours after NTP.

**K. CLAIMS RESOLUTION**

The Contractor shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County's designated representative. All claims shall be resolved by the Contractor within thirty (30) calendar days after submission.

However if the Contractor has the capability to provide this information to the County electronically, the County will review this process and determine if its acceptable.

The Contractor shall submit all resolved claims to the County's designated representative. The Contractor shall attest to the following:

- To the best of the Contractor's knowledge, all data offered by the claimant shall support that the claim is accurate and complete.
- The claims amount accurately reflects the claimant's actual incurred costs.
- All records and claims of records shall be put into a spread sheet and submitted every thirty (30) days, which shall include all paid and outstanding claims and if any claim is over thirty (30) days a reason for its delay.
- No claims will be paid unless a valid claim was submitted to the County's designated representative.

**L. LOAD TICKETS AND TRUCK CERTIFICATIONS**

The County will issue the CONTRACTOR standard load tickets and standard truck certification documents for use during the performance of the contract (see Attachments D and E). However, if the Contractor has the capability to provide this information to the County electronically, the County will review this process and determine if it is acceptable.

**M. DUMP/TIPPING FEES**

All dump/tipping fees shall be reimbursed at their actual cost with proper documentation.

**N. DISPOSAL OF REDUCED DEBRIS**

When the County requires chipping/grinding as a method of debris reduction, it is the Contractor's responsibility to acceptably dispose of the chips or mulch, at no additional cost to the County. For disposal, the chips or mulch shall be put to some beneficial use.

The Contractor may provide or sell the chips or mulch to be recycled for use in agricultural mulch, fuel or wood products consistent with State, federal and local requirements.

**O. FEE SCHEDULE**

Unless otherwise indicated in this scope of services, all services performed under this contract shall be paid in accordance with Line Items 1A, 1B, 1C, 1D, 2A, 2B, and 3.

**P. OVERTIME LABOR RATES**

Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.

**Q. PRIVATE WORK**

The Contractor and any subcontractors shall be prohibited from performing private work in Orange County while actively engaged in delivering services under this contract, nor shall they perform work for private citizens after normal operational hours during the course of their work under the contract. Exceptions are any existing private work contracts the Prime or subcontractor may already have in place at the time of the Notice to Proceed.

**R. TEMPORARY DEBRIS STORAGE AND REDUCTION SITES**

Temporary Debris Storage and Reduction Sites (TDSRS) identified by the County may change from year to year. For this reason, it shall be the Contractor's responsibility to visit the County identified TDSRS no later than the month of May of each contract year to fully gauge all conditions that may impact contract performance. The Contractor may select their own sites subject to County approval and at no cost to the County.

## ATTACHMENT B - FEE SCHEDULE FOR

### Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL

The Proposer shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed which shall include bonds, insurance, overhead and profit):

**1A. Removal, loading, hauling, of all eligible debris and/or residue from designated work zones to the TDSRS as specified**

Mileage Radius	Estimated Qty	Unit	Unit Price	TOTAL PRICE
0-15 miles	1,700,000	Cubic Yard		
16 - 30 miles	500,000	Cubic Yard		
31 - 60 miles	100,000	Cubic Yard		

**TOTAL ESTIMATED COST ITEM 1A:**

\$ \_\_\_\_\_

**1B. Citizen Site Storage Processing Management and Final Disposal**

Estimated QTY	Unit	Unit Price	TOTAL PRICE
20,000	Cubic Yard		

**TOTAL ESTIMATED COST ITEM 1B:**

\$ \_\_\_\_\_

**1C. Management and Processing of all eligible debris and/or residue at the TDSRS**

Estimated QTY	Unit	Unit Price	TOTAL PRICE
2,300,000	Cubic Yard		

**TOTAL ESTIMATED COST ITEM 1C:**

\$ \_\_\_\_\_

**ATTACHMENT B - FEE SCHEDULE FOR  
Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL**

**1D. Remove, load, haul and final disposal of all eligible debris and/or residue to a designated and authorized landfill or recycling facility from the TDSRS.**

<b>Mileage Radius</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL PRICE</b>
0-15 miles	15,000	Ton		
16-30 miles	15,000	Ton		
31-60 miles	19,000	Ton		
61-90 miles	38,000	Ton		
91+ miles	38,000	Ton		

**TOTAL ESTIMATED COST ITEM 1C:**

\$ \_\_\_\_\_

**TOTAL ESTIMATED COST ITEMS 1A, 1B, 1C, AND 1D:**

\$ \_\_\_\_\_

**2A. Hazardous Stumps, as specified (To include any fill dirt and seeding required to level and restore the removal area)**

<b>Diameter</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL PRICE</b>
25" to 48"	1,000	Each		
Greater than 48"	1,000	Each		

**TOTAL ESTIMATED COST ITEM 2A:**

\$ \_\_\_\_\_

**ATTACHMENT B - FEE SCHEDULE FOR**

**Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL**

<b>2B. HAZARDOUS LIMBS</b>				
<b>Diameter</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL PRICE</b>
Removal and disposal of hazardous hanging limbs greater than 2 inches up to 4 inches in diameter.	1,000	Each		
Removal and disposal of hazardous hanging limbs greater than 4 inches up to 8 inches in diameter.	500	Each		
<b>TOTAL ESTIMATED COST ITEM 2B:</b>				
\$ _____				
 <b>TOTAL ESTIMATED COST ITEMS 2A AND 2B:</b>				
 \$ _____				

**ATTACHMENT B - FEE SCHEDULE FOR**

**Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL**

<b>3. Demolition of structures and processing of structural construction debris and materials (To include all manpower, equipment, materials, environmental mitigation, etc., as specified)</b>				
<b>Description</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL PRICE</b>
Demolish/Dispose of Predominately Concrete Block Structure	10,000	Cubic Yards		
Demolish/Dispose of Predominately Wood Frame Structure	10,000	Cubic Yards		
Demolish/Dispose of Predominately Metal/Steel Structure	10,000	Cubic Yards		
Demolish/Dispose of Surface Improvements (Pool Deck, Driveways, Sidewalks, Slabs)	10,000	Cubic Yards		
Septic Tank Abandonment and Removal	4	Each		
Demolish and Remove Above-Ground Pool, Empty or Filled with Water	1,500	Square Feet		
Excavate Dirt, Demolish and Remove In-Ground Concrete Pool Filled with Dirt	30,000	Square Feet		
Excavate Dirt, Demolish and Remove In-Ground Fiberglass Pool Filled with Dirt	30,000	Square Feet		
<b>TOTAL ESTIMATED COST ITEM 3:</b>				
<b>\$</b> _____				

**ATTACHMENT B - FEE SCHEDULE FOR  
Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL**

**TOTAL ESTIMATED COST ITEMS 1A, 1B, 1C, 1D, 2A, 2B AND 3:**

\$ \_\_\_\_\_

THE FEES IN PAGES B-6 THROUGH B-14 OF THIS FEE SCHEDULE ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ATTACHMENT B: FEE SCHEDULE***All hourly/day equipment rates shall include operator, fuel and maintenance*

<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
35 Ton Crane, Grove GMK2035, or Equal	\$	\$
Stump Grinder, Vermeer SC752 or Equal	\$	\$
Stump Grinder, Vermeer SC60TX or Equal	\$	\$
Trackhoe, John Deere 200LC or Equal	\$	\$
Wheel Loader, John Deere 644 or Equal	\$	\$
Dozer, Caterpillar D-6R or Equal	\$	\$
Front End Loader, John Deere 544 or Equal	\$	\$
Rubber Tire Backhoe, John Deere 410G or Equal	\$	\$
Motor Grader, John Deere 670 or Equal	\$	\$
Skid Steer Loader, 2,700 lb. Lift Capacity w/ Grapple Bucket	\$	\$
Tractor with Box Blade	\$	\$
50' Bucket Truck	\$	\$
Equipment Transport (Tractor w/50 ton Lowboy Trailer)	\$	\$
5-14 Cubic Yard Dump Truck	\$	\$
15-24 Cubic Yard Dump Truck	\$	\$
25-34 Cubic Yard Dump Truck	\$	\$
35-44 Cubic Yard Dump Truck	\$	\$
45-54 Cubic Yard Dump Truck	\$	\$
55-64 Cubic Yard Dump Truck	\$	\$
65-74 Cubic Yard Dump Truck	\$	\$
75+ Cubic Yard Dump Truck	\$	\$
Tub Grinder, Diamond Z or Equal	\$	\$
Water Truck (2,000 Gallon)	\$	\$

Proposer: \_\_\_\_\_

**FEE SCHEDULE****All hourly/day equipment rates shall include operator, fuel and maintenance**

<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
Pickup Truck	\$	\$
Pickup Truck, Extended Cab	\$	\$
Pickup Truck, 4X4	\$	\$
Pickup Truck, 1 Ton	\$	\$
Box Truck	\$	\$
Passenger Car	\$	\$
20' Response Trailer	\$	\$
36' Response Trailer	\$	\$
Office Trailer	\$	\$
Flatbed Trailer, 10 Ton w/Pintle Hitch	\$	\$
12' Work Boat w/Motor	\$	\$
12' Work Boat wo/Motor	\$	\$
Vacuum Truck/Jetter, 3,500 Gallon	\$	\$
Grapple/Knuckleboom Truck, 24 cu. yd.	\$	\$
30 Yard Roll Off Containers	\$	\$
Crew Cab	\$	\$

Proposer: \_\_\_\_\_

**FEE SCHEDULE****All hourly/day equipment rates shall include operator, fuel and maintenance**

<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
Personal Protective Equipment Level A, DuPont TK554T, or equal	\$	\$
Personal Protective Equipment Level B, DuPont TK555T, or equal	\$	\$
Personal Protective Equipment Level C	\$	\$
Cascade Air System	\$	\$
Air Filtration Panel	\$	\$
Airline Respirator (includes 150' of Airline), Scott 4500PSI, or equal	\$	\$
High Hazard Personnel Decontamination, TV1, or equal	\$	\$
Low Hazard Personnel Decontamination, HydroTherm #4, or equal	\$	\$
Portable Eyewash Station	\$	\$
First Aid Station	\$	\$
Personnel Retrieval System	\$	\$
Personnel Retrieval Harness	\$	\$
Combustible Gas Indicator, Ion Science, or equal	\$	\$
Toxic Gas Detector, Ion Science, or equal	\$	\$
Photoionization Detector	\$	\$
Hazmat Kit	\$	\$
Hand Auger, Stainless Steel	\$	\$
Mechanized Broom	\$	\$

Proposer: \_\_\_\_\_

**FEE SCHEDULE**

**All hourly/day equipment rates shall include operator, fuel and maintenance**

<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
Hand Operated Transfer Pump	\$	\$
1" Diaphragm Pump	\$	\$
2" Diaphragm Pump	\$	\$
2" Diaphragm Pump S.S.	\$	\$
3" Diaphragm Pump	\$	\$
6" Diaphragm Pump	\$	\$
1" Suction or Discharge Hose	\$	\$
2" Suction or Discharge Hose	\$	\$
3" Suction or Discharge Hose	\$	\$
6" Suction or Discharge Hose	\$	\$
2" Chemical Suction or Discharge Hose	\$	\$
3" Chemical Suction or Discharge Hose	\$	\$
6" Chemical Suction or Discharge Hose	\$	\$
Small Compressor	\$	\$
185 CFM Compressor	\$	\$
Air-hose Section	\$	\$
Portable Light Stand	\$	\$
Diesel Powered Generator, 60kw - 80kw, 3 phase, 240/480 volt, trailer mounted, including 50' of cabling w/plug	\$	\$
Electrical Cable Section (50')	\$	\$
Spike Bar	\$	\$
Airless Spray	\$	\$
Pressure Washer	\$	\$
Floating Environmental Screens	\$	\$

Proposer: \_\_\_\_\_

**FEE SCHEDULE****All hourly/day equipment rates shall include operator, fuel and maintenance**

<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
Environmental Mats	\$	\$
Water hose Section (Garden)	\$	\$
Cutting Torch	\$	\$
Wire Welder	\$	\$
Air Blower	\$	\$
HEPA Vac	\$	\$
Barrel Cart	\$	\$
Wheelbarrow	\$	\$
Oil Dry Spreader	\$	\$
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$	\$
Drill with Bits	\$	\$
Grounding Cable and Rod	\$	\$
Circular Saw	\$	\$
Hand Tools Per Employee (Shovels, brooms, etc.)	\$	\$
Tool Kit (Hammers,Pliers,Screwdrivers, etc.)	\$	\$
Wrench Kit (Bung wrench, speed wrench, etc.)	\$	\$
Step Ladder	\$	\$
Extension Ladder	\$	\$
Photographic Equipment	\$	\$
Portable Toilet	\$	\$
Level A Suit, DuPont RS562T	\$	\$
Level B Suite, DuPont C3123T	\$	\$
Level C Suite, DuPont C2127T	\$	\$

Proposer: \_\_\_\_\_

**FEE SCHEDULE***All hourly/day equipment rates shall include operator, fuel and maintenance*

<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
Proshield, DuPont NG127s, or equal	\$	\$
Saranex, DuPont SL127T, or equal	\$	\$
Acid Suit	\$	\$
Rain Suit	\$	\$
Noeprene Gloves, pair	\$	\$
Nitrile Gloves, pair, 15 mil, 13"	\$	\$
Silvershield Gloves, pair	\$	\$
PVC Gloves, pair	\$	\$
Cotton or Latex Gloves, pair	\$	\$
Leather Work Gloves, pair	\$	\$
PVC Boots (Hazmat), pair	\$	\$
Boot Covers, pair	\$	\$
Hearing Protection	\$	\$
Detector Tubes	\$	\$
Ph Paper	\$	\$
Spill Classifier	\$	\$
Vehicle Use – Pickup, Vans, Cars	\$	\$
Vehicle Use – Trailers, Heavy Trucks	\$	\$
SCBA Bottle Refill	\$	\$
Respirator Airline, 50' Section	\$	\$
Respirator Cartridges	\$	\$
Handheld Radios	\$	\$

Proposer: \_\_\_\_\_

### FEE SCHEDULE

**All hourly/day equipment rates shall include operator, fuel and maintenance**

Equipment/Personnel/Supplies	Hourly Rate/Unit of Measure	Day Rate/Cost
5"X10' Absorbent Boom- Petroleum, CEP-WB510 equal	\$	\$
8"X10' Absorbent Boom – Petroleum, CEP- WB810, or equal	\$	\$
3"X12' Absorbent Boom – Universal, CEP- HAZSOCIO, or equal	\$	\$
Absorbent Pads Bundle – Petroleum, CEP- WP100H, or equal	\$	\$
Absorbent Pads Bundle – Universal, CEP- OPP15, or equal	\$	\$
Oil Dry, CEP-FLAB50, or equal	\$	\$
Peat Moss, CEPEXSORB, or equal	\$	\$
Vermiculite, CEP-VERM4, or equal	\$	\$
Soda Ash Bag, CEP-SODASH, or equal	\$	\$
4 mil 20X100 Polyethylene	\$	\$
6 mil 20X100 Polyethylene	\$	\$
6 mil Bags	\$	\$
Duct Tape, roll	\$	\$
55 – Gallon Drum, CEP-SD55THNEW, or equal	\$	\$
55 – Gallon Drum Liners, 10 mil	\$	\$
Fiber Drums, CEP-FIB30L, or equal	\$	\$
30 Gallon Over-pack, CEP-1230YE, or equal	\$	\$
95 Gallon Poly Over-pack, CEP1237YE, or equal	\$	\$
DOT Hazardous Waste Labels	\$	\$
Fire Extinguisher	\$	\$
Caution/Hazard Tape	\$	\$
Respirator Wipes	\$	\$
Kappler ChemTape, 10' roll	\$	\$
Tarps, (12 x 16) Each	\$	\$
Tarps, (8 x 10) Each	\$	\$
Tarps, (20 x 24) Each	\$	\$

Proposer: \_\_\_\_\_

**FEE SCHEDULE**

*All hourly/day equipment rates shall include operator, fuel and maintenance*

<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
Bottled Drinking Water, 1 gallon	\$	\$
Packaged Ice, pound	\$	\$
Meals Ready to Eat, each	\$	\$
Climber with Gear	\$	\$
Superintendent with Truck	\$	\$
Foreman with Truck	\$	\$
Operator with Chainsaw	\$	\$
Survey Personnel with Vehicle	\$	\$
Traffic Control Personnel	\$	\$
Inspector with Vehicle	\$	\$
Safety Superintendent	\$	\$
Laborer	\$	\$
Project Coordinator	\$	\$
Field Hazardous Material Manager	\$	\$
Hazardous Material Containment Area Manager	\$	\$
Field Project Supervisor	\$	\$
Hazardous Material Containment Area Supervisor	\$	\$
Field Project Foreman	\$	\$
Hazardous Material Containment Area Foreman	\$	\$
Field Hazardous Material Technician	\$	\$
Hazardous Material Containment Area Technician	\$	\$
Health and Safety Specialist	\$	\$

Proposer: \_\_\_\_\_



<b>FEE SCHEDULE</b>		
<i>All hourly/day equipment rates shall include operator, fuel and maintenance</i>		
<b>Equipment/Personnel/Supplies</b>	<b>Hourly Rate/Unit of Measure</b>	<b>Day Rate/Cost</b>
Project Engineer	\$	\$
Project Geologist	\$	\$
Chemist	\$	\$
Regulatory Manager	\$	\$
Equipment Operator	\$	\$
Asbestos Abatement Supervisor	\$	\$
Asbestos Abatement Worker	\$	\$
Asbestos Inspector	\$	\$
Truck Driver	\$	\$
Administrative Assistant	\$	\$
Clerical	\$	\$

<b>FEE SCHEDULE/OTHER FEES</b>		
	<b>Unit</b>	<b>Unit Price</b>
Storm Sewer Cleaning	Foot	\$
White Goods, as specified	Each	\$
Freon Recovery, as specified	Pound	\$
Dead Animal Removal and Disposal	Pound	\$
Fill Dirt	Cu. yard	\$
Construction & Demolition Debris	Ton	\$

Proposer: \_\_\_\_\_

EMERGENCY CONTACT

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer 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 proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of 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 \_\_\_\_\_

**PROPOSAL RESPONSE DOCUMENTS SHALL INCLUDE THE FOLLOWING:**

1. Qualifications of Firm (Refer to Page 12, Paragraph 1)
2. Qualifications of Staff (Refer to Page 13, Paragraph 2)
3. Technical Approach (Refer to Page 13, Paragraph 3)
4. Fee Schedule (Pages B-1 through B-15)
5. Schedule of Subcontracting (Page B-16)
6. Conflict/Non-Conflict of Interest Statement (Page B-17)
7. Authorized Signatories/Negotiators (Page B-18)
8. Drug-Free Workplace Form (Page B-19)
9. E Verification Certification (Page B-20)
10. Relationship Disclosure Form (OC CE Form 2P)
11. Orange County Specific Project Expenditure Report
12. Agent Authorization Form
13. Performance Bond (Attachment H)
14. Payment Bond (Attachment I)
15. References (Attachment J)

**SCHEDULE OF SUB-CONTRACTING**  
**RFP Number & Title: Y15-1022-CH – Disaster Recovery and Debris Removal**

List **all** Sub Contractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide **all** information requested. Use additional sheets if necessary.

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

**NOTE:** An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

## 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, **BY ATTACHMENT TO THIS FORM**, 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 proposal. 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 proposal.

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. 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.

Name Title Telephone Number/Email

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Date)

(Title)

(Name of Business)

The Proposer shall complete and submit the following information with the proposal:

**Type of Organization**

Sole Proprietorship     Partnership     Non-Profit  
 Joint Venture     Corporation

State of Incorporation: \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_  
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned Proposer, 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.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**E VERIFICATION CERTIFICATION**

Contract No.Y15-1022-CH

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 Sub Contractors and their workforce, who will perform work under **Contract No.Y15-1022-CH – Disaster Recovery and Debris Removal**, 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 Proposer and shall be submitted to the Procurement Division by the Proposer.

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

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

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

Name of Applicant's Authorized Agent:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_



**Part II**

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

\_\_\_ YES \_\_\_ NO

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

\_\_\_ YES \_\_\_ NO

IS THE PROPOSER 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.

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(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 this form:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(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 marry or with 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 \_\_\_

**Part II**

**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
<b>TOTAL EXPENDED THIS REPORT</b>			\$

*For Staff Use Only:*  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_  
Project Name (as filed) \_\_\_\_\_  
Case or Bid No. \_\_\_\_\_

**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

\_\_\_\_\_  
Signature of  Principal or  Principal's Authorized Agent  
(check appropriate box)

Printed Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(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  
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 affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) \_\_\_\_\_, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

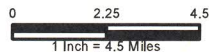
Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

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

# ATTACHMENT C

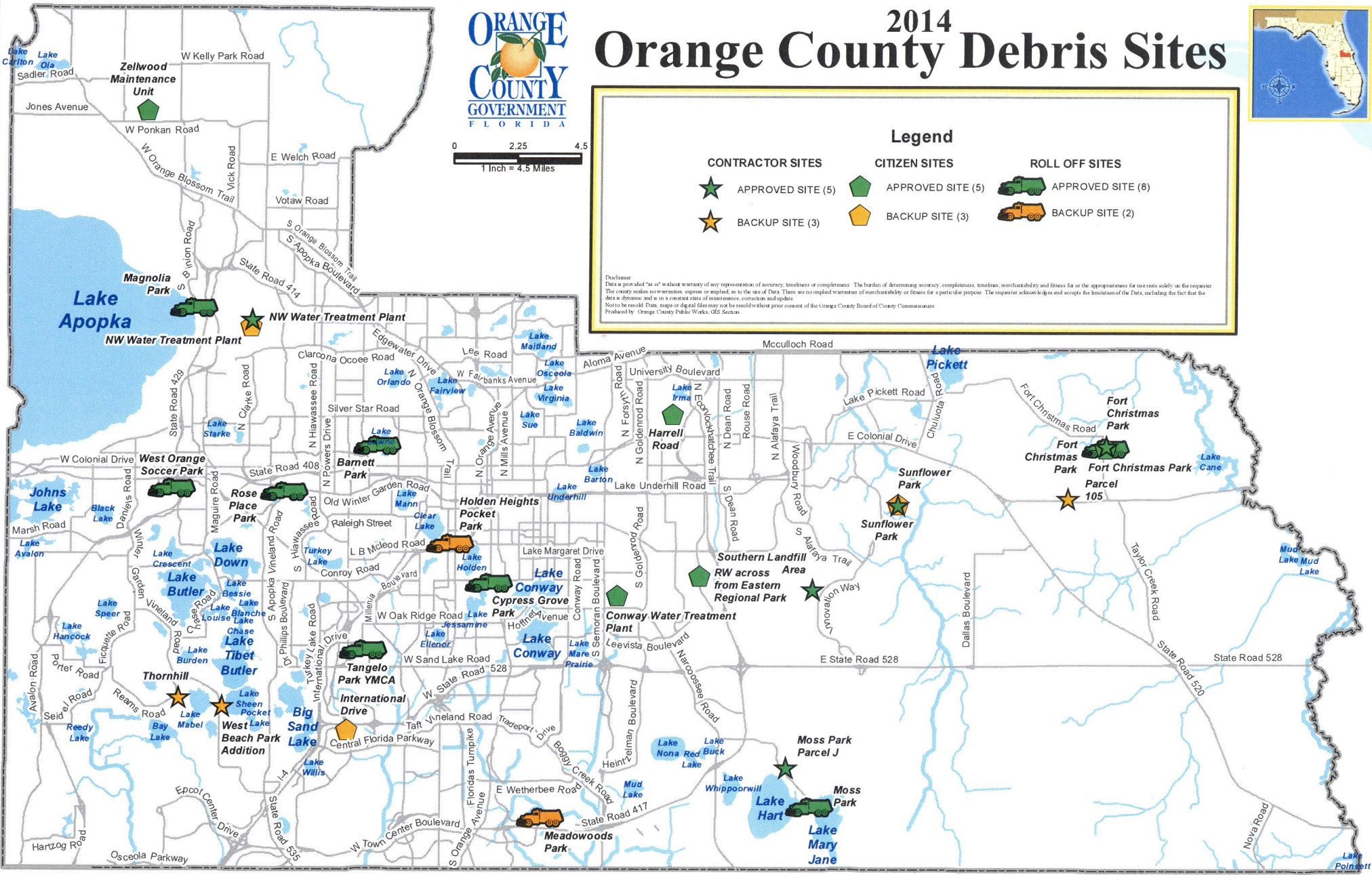
## 2014 Orange County Debris Sites



**Legend**

<b>CONTRACTOR SITES</b>	<b>CITIZEN SITES</b>	<b>ROLL OFF SITES</b>
★ APPROVED SITE (5)	◆ APPROVED SITE (5)	🚛 APPROVED SITE (8)
★ BACKUP SITE (3)	◆ BACKUP SITE (3)	🚛 BACKUP SITE (2)

Disclaimer:  
Data is provided "as is" without warranty of any representation of accuracy, timeliness, completeness, merchantability and fitness for or the appropriateness for use solely on the requestor. The County makes no warranties, express or implied, as to the use of Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts the limitation of the Data, including the fact that the data is dynamic and is in a constant state of maintenance, correction and update.  
Not to be used: Data, maps or digital files may not be used without prior consent of the Orange County Board of County Commissioners.  
Produced by: Orange County Public Works, GIS Section.





# ATTACHMENT D



**ORANGE COUNTY  
GOVERNMENT  
FLORIDA**

**Disaster and Debris**

**Sector #** \_\_\_\_\_

## Load Ticket

**No.** 00661

**Contracting Agency: Orange County Government**

**Date:**

**Contractor/Subcontractor:**

**Truck No:**

**Certified Capacity:**

**Loading Site: (Street, Parcel # or Intersection, City, County)**

**Load Classification:**

**%**

Vegetative / Woody \_\_\_\_\_

Concrete \_\_\_\_\_

C & D \_\_\_\_\_

White Goods \_\_\_\_\_

Metals \_\_\_\_\_

Sand Sediment \_\_\_\_\_

Haz / Toxic

HHW

Mixed

Other (specify): \_\_\_\_\_

Burner

Chipped

Recycled

Landfill

**Driver's Name: (Print)**

**Loading Site Departure Time:**

**Odometer:**

**Loading Site Monitor: (Print)**

**Signature:**

**ID#:**

**Disposal Site Location:**

**Final Destination:**

**Disposal Site Arrival Time:**

**Odometer:**

**% Full**

**Weight:**

**Tare Weight:**

**Weight Ticket Number:**

**Disposal Site Monitor : (Print)**

**Signature:**

**ID#:**

**Notes:**

**Photo Ref #:**

**FHWA**

**FEMA**

Orange County Florida

(Revised 8/23/2005)

White - Orange County, Canary - Monitoring Agency, Pink - Contractor, Green - Driver/Sub, Gold - Loading Site

# ATTACHMENT E



## EQUIPMENT CERTIFICATION

County/City: Orange County Government

Sub-Contractor: \_\_\_\_\_

Contractor: \_\_\_\_\_

Driver Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Truck or Trailer ID #

License Plate # \_\_\_\_\_

State \_\_\_\_\_

Self Loader

Mech. Loaded Trailer

Dump Truck

Truck Type:  Hand Loaded Trailer

Other (describe) \_\_\_\_\_

### Measurement

Date: \_\_\_\_\_

Recertification

Inspector Name: \_\_\_\_\_

Signature: X \_\_\_\_\_

Overall Dimensions: Length \_\_\_\_\_ x Width \_\_\_\_\_ x Height \_\_\_\_\_ x = \_\_\_\_\_ CF (TO 0.1)

### Reductions to Capacity

1 Code \_\_\_\_\_ Length \_\_\_\_\_ x Width \_\_\_\_\_ x Height \_\_\_\_\_ x = \_\_\_\_\_ CF (TO 0.1)

2 Code \_\_\_\_\_ Length \_\_\_\_\_ x Width \_\_\_\_\_ x Height \_\_\_\_\_ x = \_\_\_\_\_ CF (TO 0.1)

3 Code \_\_\_\_\_ Length \_\_\_\_\_ x Width \_\_\_\_\_ x Height \_\_\_\_\_ x = \_\_\_\_\_ CF (TO 0.1)

Reduction Code 1=Wheel Wells, 2=Lift Cylinders, 3=Odd Shapes, 4=Sideboard Reduction, 5=Other \_\_\_\_\_

Total Reductions = \_\_\_\_\_ CF (TO 0.1)

Total Capacity =(Overall Dimensions - Totals Reductions) /27 =  CY (TO 0.1)

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Equipment Diagram - Sketch any unusual configurations

# DEMOLITION DEBRIS ATTACHMENT F

## Residential buildings

A formula for estimating the debris quantities from a demolished single-family home and associated debris is:

$$L' \times W' \times S \times 0.20 \times VCM = \text{___ cubic yards of debris (cy)}$$

Where:

L = length of building in feet

W = width of building in feet

S = height of building expressed in stories

VCM = Vegetative Cover Multiplier

The vegetative cover multiplier is a measure of the amount of debris within a subdivision or neighborhood. The descriptions and multipliers are described as:

- **Light** (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.
- **Medium** (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.
- **Heavy** (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

The table below can be used to forecast debris quantities for totally destroyed single-family, single-story homes in the applicable vegetative cover category.

The amount of personal property within an average flooded single-family home has been found to be:

- 25-30 cy for homes without a basement
- 45-50 cy for homes with a basement

Mobile homes have less wasted space due to their construction and use. The walls are narrower, and the units contain more storage space. Therefore, the typical mobile home generates more debris by volume than a single-family home. Historically, the volume of debris from mobile homes has been found to be:

- 290 cy of debris for a single-wide mobile home
- 415 cy of debris for a double-wide mobile home

## Outbuildings

All other building volumes may be calculated by using the following formula:

$$\underline{L' \times W' \times H' \times 0.33} = \text{___ cubic yards of debris}$$

Where:

L = length of building in feet

W = width of building in feet

H = height of building expressed in feet

0.33 is a constant to account for the "air space" in the building

27 is the conversion factor from cubic feet to cubic yards



# ATTACHMENT G

## Stump Conversion Table

### Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

**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 subcontractors 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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. Name of Agent or Broker Street Address City, State, Zip	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 2. Name of Insured Street Address City, State, Zip	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A:	
	INSURER B:	
	INSURER C: 3.	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	EXPR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> 9. <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 10. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> JWC STATUTORY LIMITS <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$ EL, DISEASE - EA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$
11.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<b>CERTIFICATE HOLDER</b> 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 14.

## ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

## EXHIBIT B

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
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, 2 <sup>ND</sup> 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

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### WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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#### 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, 2<sup>ND</sup> 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, 2<sup>ND</sup> 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 TRANSFER 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.



PERFORMANCE BOND

BOND NUMBER \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Corporation, Partnership or Individual \_\_\_\_\_

hereinafter referred to as the Contractor, as Principal, and

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of **\$500,000**, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into **Contract No. Y15-1022** with the "County", also referred to herein as the OWNER, for the project entitled: **DISASTER RECOVERY AND DEBRIS REMOVAL Various locations throughout Orange County, Florida** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**General description of the Work: The disaster and debris removal Contractor(s) shall provide professional technical services in the preparedness, response, recovery and mitigation phases of any natural or manmade disaster or emergency situation, as required by the County.**

**NOW, THEREFORE**, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

**The applicable provisions of Section 255.05 and 713.01 Florida Statutes apply to this bond.**

2. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
  - A. Complete the Contract in accordance with its terms and conditions; or
  - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR, AS PRINCIPAL

WITNESS:

\_\_\_\_\_ BY: \_\_\_\_\_  
 Firm Name  
 Signature  
 Type Name and Title

SURETY

AGENT FOR SURETY

NAIC Number: \_\_\_\_\_

Signature

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

CITY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Type of Identification:

**In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.**

LEAD SURETY \_\_\_\_\_ AGENT FOR SURETY \_\_\_\_\_

Signature

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_

PAYMENT BOND

ATTACHMENT I

BOND NUMBER \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Corporation, Partnership or Individual \_\_\_\_\_

Thereinafter called Contractor, as Principal, and

**Name and Address of Surety** \_\_\_\_\_

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-5635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of **\$500,000**, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into **Contract No. Y15-1022** with the "County", also referred to herein as the OWNER, for the project entitled: **DISASTER RECOVERY AND DEBRIS REMOVAL, Various locations throughout Orange County, Florida** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**General description of the Work: The disaster and debris removal Contractor(s) shall provide professional technical services in the preparedness, response, recovery and mitigation phases of any natural or manmade disaster or emergency situation, as required by the County.**

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS** such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner's priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.
3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.

**The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.**

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CONTRACTOR, AS PRINCIPAL:

WITNESS:

\_\_\_\_\_  
Firm Name

Signature

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type Name and Title

SURETY:

AGENT FOR SURETY:

NAIC Number: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

CITY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification (Type) \_\_\_\_\_

**In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.**

\_\_\_\_\_  
LEAD SURETY

\_\_\_\_\_  
AGENT FOR SURETY

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PHONE \_\_\_\_\_

**REFERENCES:** List at least five (5) references, with a minimum of two (2) from governmental entities involving hurricane debris removal experience of a minimum of 500,000 cubic yards, for which the firm has performed similar work including the contact name, address, e-mail address, telephone number and date of the contract.

**The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.**

1. Project Name \_\_\_\_\_  
Owner \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Completed on Schedule? Yes \_\_\_ No \_\_\_ Date: \_\_\_\_\_ Cubic Yards: \_\_\_\_\_

Project Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name \_\_\_\_\_  
Owner \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Completed on Schedule? Yes \_\_\_ No \_\_\_ Date: \_\_\_\_\_ Cubic Yards: \_\_\_\_\_

Project Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Project Name \_\_\_\_\_  
Owner \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Completed on Schedule? Yes \_\_\_ No \_\_\_ Date: \_\_\_\_\_ Cubic Yards: \_\_\_\_\_

Project Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Project Name \_\_\_\_\_  
Owner \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number/Email Address \_\_\_\_\_

Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_

Completed on Schedule? Yes \_\_\_ No \_\_\_ Date: \_\_\_\_\_ Cubic Yards: \_\_\_\_\_

Project Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



5. Project Name \_\_\_\_\_  
Owner \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number/Email Address \_\_\_\_\_  
Contract Number and Amount # \_\_\_\_\_ \$ \_\_\_\_\_  
Completed on Schedule? Yes \_\_\_ No \_\_\_ Date: \_\_\_\_\_ Cubic Yards: \_\_\_\_\_  
Project Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FEDERAL EMERGENCY MANAGEMENT AGENCY, DHS**  
**Required Federal Provisions**  
**Title 44 Code of Federal Regulations (CFR) 13.36**  
**Y15-1022**  
**Disaster Recovery and Debris Removal**

**1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

Contract Work Hours and Safety Standards

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **2. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **3. IMPLEMENTATION OF THE ENERGY POLICY AND CONSERVATION ACT (PUB. L. 94-163, 89 Stat. 871)**

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That the firm agrees to comply and remain in compliance with all the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat 871).

#### **4. AUDITING:**

The Contractor shall retain all books, records, and other documents to this Contract for five (5) years after final payment. 44 CFR, 13.36, Procurement, provides the U.S. Comptroller General and his representatives with the authority to:

- (a) Examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
- (b) Interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under 44 CFR, 13.36, Procurement with respect to this Contract, which is funded with funds made available under the Federal Emergency Relief Program, further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

The Comptroller General, or designee shall have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the Contract.

The County's representatives shall have, in addition to any other audit or inspection right in this Contract, all the audit and inspection rights contained in this section.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor.

The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**Contract # Y15-1022**

This contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and \_\_\_\_\_ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this contract is to provide professional/consultation services in the area of Disaster Recovery and Debris Removal, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this contract shall be \_\_\_\_\_, telephone no. \_\_\_\_\_.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on \_\_\_\_\_ and complete all services by \_\_\_\_\_.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Attachment "A".

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Attachment "B" for services rendered toward the completion of the Scope of Services.

Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this contract will be reviewed and approved by the initiating COUNTY Department, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

#### **ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of the contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 5 - TERMINATION**

##### **A. Termination for Default:**

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

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies 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 will provide adequate written notice to the CONTRACTOR through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) 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 will 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.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.



**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted.

The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**ARTICLE 7 – FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this contract.

**ARTICLE 8 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

**ARTICLE 9 - INSURANCE REQUIREMENTS:**

CONTRACTOR agrees to 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 assumed by CONTRACTOR under this contract. CONTRACTOR is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONTRACTOR shall require and ensure that each of its subcontractors 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 must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

*(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

Required Coverage:

- 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 \$1,000,000 per occurrence. CONTRACTOR further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- 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 (five hundred thousand dollars) 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.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- Workers' Compensation - The CONTRACTOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONTRACTOR using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of CONTRACTOR 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 agrees to 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 agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the COUNTY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the 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 endorsements for each policy as specified above. All specific policy endorsements shall be in

the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

CONTRACTOR shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONTRACTOR shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

#### **ARTICLE 10 - 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 (if any), 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.

#### **ARTICLE 11 - 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.

## **ARTICLE 12 - REMEDIES**

This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 13 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this contract.

## **ARTICLE 14 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence.

## **ARTICLE 15 – PERFORMANCE AND PAYMENT BONDS**

**Payment and Performance Bonds:** The CONTRACTOR shall execute and deliver to the County the Payment and Performance Bonds (see ATTACHMENTS H AND I) included herein as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount, shall name the County as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other

equivalent rating company) equal to or better than A- VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Prior to execution of the Contract Documents the County may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the Contractor. If the Contract Amount is increased by Change Order, it shall be the Contractor's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Work is located or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall within five (5) days thereafter substitute another Bond with another Surety both of which shall be acceptable to the County.

#### **ARTICLE 16 – ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this contract.

## **ARTICLE 19 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this contract.

## **ARTICLE 20 - ACCESS AND AUDITS**

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, sub-contract(s), financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S subcontractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

## **ARTICLE 21 - EQUAL OPPORTUNITY**

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

#### **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 23 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 24 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

#### **ARTICLE 25 - SEVERABILITY**

If any term or provision of this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.



## **ARTICLE 26 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 27 – 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 Procurement Division Manager 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. Moreover, no claim shall be accepted after final payment of the contract.**

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

## **ARTICLE 28 - 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.

## **ARTICLE 29 – 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. Please refer to USCIS.gov for more information on this process.

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

Therefore, by submission of a bid or proposal in response to this solicitation, the CONTRACTOR confirms that all employees in the above categories will undergo e-verification before placement on this contract. The CONTRACTOR further confirms his commitment to comply with this requirement by completing the E- Verification certification.

## **ARTICLE 30 – LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and COUNTY ordinances shall apply to the solicitation and contract.

## **ARTICLE 31 – ADDENDA**

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

## **ARTICLE 32 – FEDERAL PROVISIONS**

Attachment K, Title 44 Code of Federal Regulations (CFR) 13.36 is hereby incorporated into the Contract

**ARTICLE 32 - NOTICE**

All notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

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and if sent to the CONTRACTOR shall be mailed to:

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**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

CONSULTANT:

ORANGE COUNTY, FLORIDA:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Johnny Richardson, CPPO, CFCM  
Procurement Division Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date