

Issue Date: September 24, 2014

INVITATION FOR BIDS #Y15-105-ZM

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

**INDUSTRIAL HYGIENE CONSULTING SERVICES
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, October 14, 2014**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

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

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

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Zulay Millan, Senior Purchasing Agent at Zulay.Millan@ocfl.net.

TABLE OF CONTENTS

| <u>DESCRIPTION</u> | <u>PAGE</u> |
|--|--------------------|
| GENERAL TERMS AND CONDITIONS | 2-14 |
| SPECIAL TERMS AND CONDITIONS | 15-26 |
| SCOPE OF SERVICES | 27-32 |
| BID RESPONSE FORM | 33-44 |
| EMERGENCY CONTACTS | 45 |
| ACKNOWLEDGEMENT OF ADDENDA | 45 |
| AUTHORIZED SIGNATORIES/NEGOTIATORS | 46 |
| REFERENCES | 47-48 |
| DRUG-FREE WORKPLACE FORM | |
| SCHEDULE OF SUBCONTRACTING FORM | |
| CONFLICT/NON-CONFLICT OF INTEREST FORM | |
| E-VERIFICATION CERTIFICATION | |
| RELATIONSHIP DISCLOSURE FORM | |
| RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ) | |
| ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT | |
| EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ) | |
| AGENT AUTHORIZATION FORM | |
| EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT | |
| EXHIBIT B – COMMERCIAL GENERAL LIABILITY | |
| EXHIBIT C – COMMERCIAL GENERAL LIABILITY | |
| EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY | |
| EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US | |

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

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

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

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

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

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

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Zulay.Millan@ocfl.net, no later than 5:00 PM Wednesday, October 1, 2014 to the attention of Zulay Millan, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. FEDERAL AND STATE TAX

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

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

4. ACCEPTANCE/REJECTION/CANCELLATION

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

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

5. CONFLICT OF INTEREST

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

6. LEGAL REQUIREMENTS

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

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

7. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

8. AVAILABILITY OF FUNDS

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

9. EEO STATEMENT

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.

10. BID TABULATION AND RESULTS

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

11. BID FORMS

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

12. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida

and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

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

13. RECIPROCAL PREFERENCE

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

14. POSTING OF RECOMMENDED AWARD AND PROTESTS

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

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

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

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

The 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/VendorServices/VendorProtestProcedures.aspx>

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

15. BID AND RELATED COSTS

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

16. CONTRACTUAL AGREEMENT

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

17. PUBLIC ENTITY CRIME

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

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

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.

18. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

19. SUBCONTRACTING

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

20. CONFLICT OF INTEREST FORM

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

21. ETHICS COMPLIANCE

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

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

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

22. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

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

23. COPIES

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

24. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

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

25. ASSISTANCE WITH SCOPE OF WORK/SERVICES

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

26. PAYMENT TERMS/DISCOUNTS

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

27. PATENTS AND ROYALTIES

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

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

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

28. INDEMNIFICATION

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

29. CLARIFICATIONS

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

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

30. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

31. 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.

32. PRICING/AUDIT

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

33. EMPLOYEES OF THE CONTRACTOR

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

34. 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.

35. CONTRACT CLAIMS

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

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

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

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

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

36. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

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

37. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified.

The bidder must indicate substantial prior experience with asbestos, lead, radon, indoor air quality and industrial hygiene consulting services. Past experience shall include building surveys, project design, project management and sample collection.

The Bidder shall submit the following information with the bid:

- A. List and brief description of similar work for at least five (5) clients for which the Consultant has satisfactorily provided the range of services as described in the Scope of Services by completing the reference sheets contained herein to include location, dates of contract, names, addresses, email addresses and telephone numbers of owners.

References shall include a minimum of:

- (1) One (1) asbestos testing project (covering residential or commercial/industrial)
- (2) One (1) lead testing project
- (3) Three (3) indoor air quality/industrial hygiene testing projects, of which only one (1) can be mold related
- (4) Others can include airborne particulates, silica, volatile organic compounds (VOCs), nuisance dust, etc.

A single project may include one or more of the aforementioned service requirements. For example, a single project may include asbestos and lead testing.

- B. Proof in the form of a legal business registration, tax certificate or occupational license demonstrating that the Consultant has been engaged in asbestos, lead, radon, and indoor air quality/industrial hygiene monitoring work for a minimum of five (5) years. Indicate the total number of years the company has been engaged in asbestos, lead, radon, IAQ/IH consulting work. The firm shall be a Licensed Asbestos Business in the State of Florida. Include copies of applicable licenses.
- C. List of personnel and all major sub-consultants, by name and title, contemplated to perform the work. Include copies of the licenses and certifications held by each in accordance with the requirements below:

- (1) Firm's staff shall include at least one (1) individual with at least five (5) years of experience in industrial hygiene and possess either a Certified Industrial Hygienist (CIH) certification from the American Board of Industrial Hygienists (ABIH) or a Master's Degree in Industrial Hygiene. Provide copies of applicable certifications/credentials.
- (2) All project managers, asbestos inspectors, environmental technicians and project designers shall meet at a minimum those EPA training requirements specified in 40 CFR Part 763, Subpart E and all applicable State training/certification requirements and two (2) years of experience in indoor air quality / industrial hygiene projects. Include resumes and training certificates of all key employees from your local office that are contemplated for assignment to County projects. Submit information only on those employees that are employed full-time and that will be assigned on a regular basis on County projects. Describe qualifications, training and experience. Included in the list shall be the Licensed Asbestos Consultant (LAC) that will participate in the design of all County abatement projects. The LAC shall have at least five (5) years experience in project design and shall be employed full time.
- (3) Provide the name, qualifications, relevant experience, resume and training certificates of the Project Manager(s) that will be assigned to the County. Include documentation for all training for all Project Managers.
 - a. Asbestos Project Manager(s) shall be AHERA (Asbestos Hazard Emergency Response Act) certified in Supervision of Asbestos Abatement Projects, possess at least five (5) years experience in project monitoring, have completed a National Institute of Occupational Safety and Health (NIOSH) 582 course or equivalent and participated in the NIOSH Proficiency Analytical Testing Program (PAT).
 - b. All Project Managers for lead paint abatement shall have completed EPA's "Lead Abatement Contractor/Supervisor Course."
- (4) Proof of current respirator certification for all individuals who will perform sampling services under this agreement to include any subcontracted personnel.
- (5) Documentation confirming that all personnel contemplated to perform project design under this contract is certified to do so and possesses at least five (5) year's experience in project design.
- (6) Provide resume and training certificates for the Inspector(s) that will be assigned to County projects.

- (7) The inspectors shall be certified and have at least three (3) year's experience conducting building surveys. All inspectors involved in lead paint detection shall have completed EPA's "Lead Inspector/Risk Assessor Course." Include documentation for this course.
- D. Documentation demonstrating that the Bidder's laboratory is accredited or at minimum, seeking accreditation with NIST (National Institute of Standards), National Voluntary Laboratory Accreditation Program (NVLAP) and NVLAP-Airborne Asbestos In-Door Air Analysis Program. Include documentation. If seeking accreditation from NIST, include confirmation from NIST.
- E. Documentation demonstrating that laboratory personnel responsible for the analysis of bulk sample analysis by Polarized Light Microscopy shall have completed a course in Bulk Sample Analysis from McCrone Institute or equivalent.
- F. Documentation demonstrating that the Bidder's laboratory is accredited by the Environmental Lead Laboratory Accreditation Program (ELLAP) and demonstrate proficiency in the Environmental Lead Proficiency Analytical Testing (ELPAT) Program. Provide Documentation as confirmation.
- G. Documentation demonstrating that the Bidder's laboratory is certified by the American Industrial Hygiene Association (AIHA) and participated in AIHA Industrial Hygiene Laboratory Accreditation Program (IHLAP) Proficiency Analytical Testing (PAT) programs for at least two (2) years for all categories of analyses as required by the Scope of Services. Results of PAT programs shall be submitted with bid. Include copies of all laboratory related accreditations, certifications, and course completions.
- H. Quality Assurance Program: Indicate if the Lead, Radon, PLM, TEM and air sampling laboratories are in-house. If not, list the facilities that you will use and the location and method for transporting samples.
- I. Provide current copies of all applicable registered certifications and licenses in the State of Florida not previously specified in this section.

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

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

2. BID ACCEPTANCE PERIOD

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

3. AWARD

Award shall be made on an All-or-None Total Estimated Bid basis to the lowest responsive and responsible Bidder.

4. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **two (2)** calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **three (3)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

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 services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. Perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

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

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

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

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

B. 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 services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

6. CODES AND REGULATIONS

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

7. PAYMENT

Partial payments for the value of services rendered and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Risk Management Department
Magnolia Place, 2nd Floor, Suite 200
109 E. Church Street
Orlando, FL 32801
Phone (407) 836-9640

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

8. INSURANCE REQUIREMENTS

Vendor/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 Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains 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/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/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 Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional 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 Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

The certificate holder shall read:

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

9. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

10. PRICING

The County requires a firm price for the entire contract period, or as otherwise specified. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

11. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

| | |
|----------------------------|--------------|
| CPI for current period | 232.945 |
| Less CPI for base period | 229.815 |
| Equals index point change | 3.130 |
| Divided by base period CPI | 229.815 |
| Equals | 0.0136 |
| Result multiplied by 100 | 0.0136 x 100 |
| Equals percent change | 1.4% |

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

12. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

13. BID PREFERENCE

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

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

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

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

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

14. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it

shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

16. REFERENCES

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

17. REQUIREMENTS CONTRACT

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

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

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

SCOPE OF SERVICES

1. OVERVIEW

The Consultant shall provide industrial hygiene consulting services including public relations, inspections, testing and other associated actions that may be required to carry out the scope of services.

The Consultant shall be available 24/7/365 including all legal holidays recognized by the Orange County Board of County Commissioners.

2. PROJECT TEAM

All Project Manager(s), IAQ consultants/technicians, industrial hygiene professionals, asbestos inspectors, environmental technicians and project designers shall meet all applicable State and Federal or Local Regulatory training/certification requirements.

All team members shall have a thorough knowledge and understanding of OSHA Regulations and be in full compliance with current certification, fit testing and environmental safety.

The Consultant's team assigned to this contract shall consist of, at a minimum:

A. One (1) Project Manager

(1) The Project Manager(s) shall be assigned to coordinate all aspects of the scope of services, including public relations, contract proposals, field related tasks, testing and other associated actions, which may be required.

(2) The Consultant's Project Manager(s) shall ensure that staff training, certifications and licenses are kept current.

(3) Project manager(s) shall ensure and document adherence to regulations and specifications. A daily log shall be maintained on all projects and submitted to the County upon request.

B. One (1) Contract/Task Manager (Mid-Level Professional)

C. Four (4) Field Technicians

D. One (1) Administrative Assistant

E. One (1) CADD Technician

3. BACKGROUND CHECKS

Certain facilities (Corrections, Courthouse, Convention Center, etc.) within Orange County require access badges and will require individual background

checks prior to access. All costs associated with complying with facility security requirements shall be the sole responsibility of the Consultant.

4. PERFORMANCE

The Consultant(s) shall submit a comprehensive proposal no later than 48 hours after receipt of a written request for a cost proposal for the services described therein. Proposals based on estimated quantities are subject to further negotiation by the County. Individual, project specific Delivery Orders will be issued. The Consultant shall initiate work within 72 hours after the notice to proceed (verbal notice may be issued with a Delivery Order Number). An exception to project initiation time shall be when an emergency situation exists which warrants an immediate response. The County will notify the Consultant of the response requirements (of all projects) at time of request. An immediate response shall be considered response by a certified technician within three (3) hours of request.

Verbal results may sometimes be requested or a short determination of project status may be requested in writing as a means to prevent and minimize project delays. Upon request, verbal results shall be provided to the County as soon as the laboratory analysis records are reviewed, and/or site and surrounding property reconnaissance. The County shall be notified by telephone and followed up with an e-mail of results within 24 hours.

If the County determines that any Consultant's employees, subcontractor, or any representative is not satisfactorily performing their assigned duties or is demonstrating improper conduct pursuant to any assignment under this Contract, the County shall, notify the Consultant and the Consultant shall immediately remove such employee, subcontractor or representative of the Consultant from such assignment.

5. PROGRAM FORMS, REPORTS AND DOCUMENTS

A County site may require the completion of forms, reports or any other required documents to meet Federal, State and/or local code requirements. The consultant shall provide this service upon request of the County.

Presentation of all reports shall include a front cover page, table of contents, procedure and sampling methodology, drawings and photographs as necessary, and any other documentation required to comply with Federal, State, and local Regulations. The Consultant shall provide all submittals in **DRAFT** format prior to final presentation of documents, reports, drawings, estimates, etc. Formatted drafts are acceptable by email. The draft document (reports, letters and/or drawings) shall be submitted ten (10) business days after receipt of laboratory results.

The Consultant shall provide one (1) hardcopy or electronic copy of the final report to the County representative. However, additional copies may be requested.

The Consultant shall review with the County any formal presentation, documents, reports, drawing, specification or other services to any Federal, State, or local Regulatory agencies.

The Consultant shall not publish any documents, present any interviews with or release any information to the media (newspaper, radio, television, video, e-mail transmission, Inter/Intranet, etc.) without prior written approval of the County.

6. CODES AND DESIGN STANDARDS

All the services to be performed by the Consultant shall at a minimum, be in conformance with commonly accepted design codes and industry standards, standards of the County, and the regulations of the Federal and/or Stated Regulatory agencies. The Consultant shall be responsible for keeping appraised of any changing codes or regulations, which regulations becoming effective subsequent to the effective date of a Delivery Order that require an additional level of effort to be performed by the Consultant beyond that covered under the scope of the Delivery Order. Upon notification to the County of such change, the Delivery Order shall be subject to negotiation for an increase in scope and compensation by Change Order.

7. EMERGING TECHNOLOGY

During the course of this contract, equipment technology and testing parameters may evolve that will allow for services to be addressed or handled by the consultant at the request of the County. The Consultant may be requested to provide information to the County, which may be used to amend the contract to reflect the use of such equipment, parameter or service.

8. SAMPLING

All air sampling shall be performed in accordance with NIOSH, AHERA and relevant regulatory agencies governing indoor air quality analyses or asbestos/lead abatement air monitoring, sampling and analysis. The firm shall have the capability to analyze air samples by Phase Contrast Microscopy (PCM) directly at the job site in order to minimize the potential for contractor downtime and to provide an early warning system.

The type of samples (re: background, work in progress, personnel, etc.) and an estimate of the number of samples to be collected for each project shall be submitted and approved by the County prior to the commencement of each project.

All bulk or air samples shall be submitted and/or shipped to the proposed laboratory within twenty-four (24) hours after being collected.

9. ASBESTOS:

A Licensed Asbestos Consultant (LAC) shall review ACM Survey Reports and may be asked to participate in the design of County abatement projects.

All inspections that are conducted shall be thorough and complete and quantify all suspect materials and recommendations for action shall be given as appropriate. One (1) bulk sample will be considered sufficient to make a determination that a Category I non-friable material is NOT asbestos containing. A minimum of three (3) samples shall be collected of materials suspected to be friable or surfacing materials. If the first sample analyzed is positive for asbestos, then the additional samples of the same material need not be analyzed.

A. TEM - The use of TEM (transmission electron microscopy) shall be provided on an as-needed basis. The analytical technique and equipment shall be state-of-the-art. If these services will be provided by a firm other than the bidder, full information regarding the subcontractor shall be submitted for County approval. All TEM results shall be reported on a 24-hour turnaround time basis. The 24 hours will begin from the time of sample shipment. All TEM samples shall be archived by the Consultant for a period of one (1) year.

B. PCM - Phase Contrast Microscopy shall be provided on an as-needed basis. The analysis of PCM samples shall be done in strict compliance with the NIOSH 7400 method. The PCM samples collected in the work area shall be analyzed on site and reported to the County's representative by the following workday. All other PCM samples (work in progress, background and/or clearance samples) shall be reported within twenty-four (24) hours (from the time of sampling), or not later than 6:00 a.m. of the next business day when applicable. All PCM samples shall be archived by the Consultant for a period of one (1) year.

C. PLM/DS - Polarized Light Microscopy/Dispersion Staining shall be provided on an as-needed basis. All floor tile samples shall include analysis results for the tile and the mastic whenever possible. All drywall samples shall include analysis results for the joint compound whenever possible. All bulk samples shall be submitted and/or shipped to the proposed laboratory within twenty-four (24) hours after being collected.

10. LEAD (Pb)

Consultant shall comply with any licenses or certifications required by any federal, state or local regulatory entity during the term of this contract (EPA-RRP).

A. XRF Spectrum analyzer (Nitron or equivalent) will be considered the paint sampling technique of choice for initial on-site screening of Pb in paint.

B. Laboratory analysis of paint chip samples by AAS method in terms of mg/cm² may be required prior to abatement.

- C. Wipe Sampling is the method of choice for evaluation of surface contamination and occupied interior space Pb abatement clearance.
- D. Vacuum Sampling is the method of choice for evaluation of contamination on carpet or rough surfaces.
- E. Soil Sampler will be considered for evaluation of contamination of the ground surface. Sampling method shall utilize standard heavy metal collection techniques using pre-decontaminated stainless steel sampler and bowl. Laboratory analysis shall be accomplished under EPA method 3050 (preparation), 6010 (ICP) and/or 7420 (FAA).
- F. Drinking water will be considered for evaluation for potable water sources.
- G. Ambient air will be considered for evaluation of contamination for total suspended particulate matter under method 40 CFR 50, Appendix G.
- H. TCLP sampling will be the sampling method of choice to establish lead content of total construction demolition debris for non-residential structures.

The County reserves the right to determine which survey methods will be used in a building.

11. **RADON**

- A. All radon measurements shall be performed by a certified Radon Measurement Business.
- B. All measurements shall be collected by certified radon measurement technicians.
- C. All work performed by a certified radon measurement technician shall be monitored and signed off by a certified radon measurement specialist.
- D. The radon measurement business, which analyzes devices or obtains results directly from measurement instruments, shall meet the provision of 10D-91.13091 F.A.C.
 - (1) Phase I Measurement Devices - Measuring devices shall meet the proficiency requirements of the USEPA. The preferred measurement device to be used for County projects is the charcoal absorption device.
 - (2) All requirements of 10D-91 F.A.C. shall be complied with for all radon measurement procedures performed in the County.

12. **INDUSTRIAL HYGIENE & INDOOR AIR QUALITY**

- A. All work performed shall be at the direction of a CIH, CSP, or a P.E. with experience in an industrial hygiene environment and experience with remediation type projects.

- B. The sampling may require the use of microbial, forensic dust, ambient air, allergenic dust and pollen sampling equipment. Testing and inspections shall be in accordance with guidelines and standards that are recognized as the authority, but not be limited to the following: ASHRAE (American Society of Heating, Refrigerating and Air conditioning Engineers) for indoor air comfort levels, ventilation and filtration; the EPA (Environmental Protection Agency) for ambient air quality; NIOSH (National Institute of Occupational Safety and Health) and CDC (Centers for Disease Control) on building air quality; ACGIH (American Council of Government Industrial Hygienists) on practical alternatives to limit values and bioaerosol assessment and control; OSHA (Occupational Safety and Health Administration) on air contaminants of toxic and hazardous substances.

**BID RESPONSE FORM
IFB #Y15-105-ZM**

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. There will be no reimbursement of travel or expenses associated with the performance of this contract.

SECTION 1. ASBESTOS

ENVIRONMENTAL TECHNICIAN/OPERATOR (Shift starts upon arrival at project site) rate per shift includes all costs including production of project reports, including those needed to comply with Federal, State, and local regulations CADD drawings, Licensed Asbestos Consultant (LAC) Services, Project Manager, and Senior Staff review.

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|-------------------|--|--------------------|--------------------------|--|
| 1. | 10-hour shift with unlimited PCM samples. (Flat rate includes weekdays, weekends, emergency response and all shifts) | 15 | x \$ _____/shift = | \$ _____ |
| 2. | 5-hour shift with unlimited PCM samples. (Flat rate includes weekdays, weekends, emergency response and all shifts) | 5 | x \$ _____/shift = | \$ _____ |
| 3. | Holiday 10-hour shifts with unlimited PCM samples. (All legal holidays recognized by O.C.B.C.C.) | 1 | x \$ _____/shift = | \$ _____ |
| 4. | Holiday 5-hour shift with unlimited PCM samples. (All legal holidays recognized by O.C.B.C.C.) | 1 | x \$ _____/shift = | \$ _____ |
| 5. | PCM Sample Analysis Cost per Sample | 15 | x \$ _____/each = | \$ _____ |

Company Name

SECTION 1. ASBESTOS (CONTINUED)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|-------------------|--|--------------------|--------------------------|--|
| 6. | PCM Sample Analysis Cost per Blank | 15 | x \$ _____/each = | \$ _____ |
| 7. | TEM Sample Analysis Cost per Sample (24-hour turnaround) | 10 | x \$ _____/each = | \$ _____ |
| 8. | TEM Sample Analysis Cost per Sample (6-12 hours turnaround) | 5 | x \$ _____/each = | \$ _____ |
| 9. | TEM Sample Analysis Cost per Blank | 5 | x \$ _____/each = | \$ _____ |
| 10. | PLM Sample Analysis Cost per Sample | 700 | x \$ _____/each = | \$ _____ |
| 11. | Point Count Procedure Cost per Sample | 15 | x \$ _____/each = | \$ _____ |
| 12. | Licensed Asbestos Consultant (LAC) Active Project Manager | 100 | x \$ _____/Hour = | \$ _____ |
| 13. | Building Asbestos Survey and Report. Includes report, clerical, photo documentation, CADD drawing detailing samples and asbestos location, LAC review, and Senior Staff review. | 100 | x \$ _____/each = | \$ _____ |
| 14. | Minimum Fee for Facility Inspection | 100 | x \$ _____/each = | \$ _____ |

**TOTAL ESTIMATED ANNUAL BID – SECTION 1
ASBESTOS (LINES 1-14) \$ _____**

Company Name

SECTION 2. LEAD ENVIRONMENTAL TECHNICIANS MONITORING

ENVIRONMENTAL TECHNICIAN/OPERATOR (Shift starts upon arrival at project site) rate per hour includes all costs including production of project reports to comply with Federal, State, and local regulations. Survey may be combined with asbestos survey & sampling event. Includes XRF and technician/operator, report, Senior Staff review services, clerical, CADD drawings detailing samples and lead location.

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|-------------------|--|--------------------|--------------------------|--|
| 15. | Cost per Square Foot | 75,000 | x \$ _____/sq.ft. | = \$ _____ |
| 16. | Minimum Fee for Facility Inspection | 25 | x \$ _____/each | = \$ _____ |
| 17. | Paint Chip Sample (mg/cm ² weight percent) Method: U.S. EPA No. 600/8-90-213 (FAA or ICP) | 50 | x \$ _____/each | = \$ _____ |
| 18. | Soil Sample 7420 (FAA), 6010 (ICP) | 10 | x \$ _____/each | = \$ _____ |
| 19. | TCLP 6010 (Analysis) Method: U.S. EPA 1311 (Prep) | 10 | x \$ _____/each | = \$ _____ |
| 20. | Ambient Air (Total suspended particulate matter) Method: 40 CFR 50, Appendix G | 10 | x \$ _____/each | = \$ _____ |
| 21. | Drinking Water Method: U.S. EPA 239.2 (GFAA) | 10 | x \$ _____/each | = \$ _____ |
| 22. | Wipe Sample Method: OSHA 1D121 | 10 | x \$ _____/each | = \$ _____ |
| 23. | 7300 (ICP), NIOSH 7080 (IFAA) Vacuum Sample, Method: NIOSH | 5 | x \$ _____/each | = \$ _____ |

Company Name

SECTION 2. LEAD ENVIRONMENTAL TECHNICIANS MONITORING (CONTINUED)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|--|-------------|-------------------|-----------------------------------|
| 24. | XRF Testing Method: HUD 1997 Guidelines | 30 | x \$ _____/each | = \$ _____ |

**TOTAL ESTIMATED ANNUAL BID - SECTION 2
LEAD ENVIRONMENTAL TECHNICIANS MONITORING
(LINES 15-24) \$ _____**

SECTION 3. RADON

Includes survey report, clerical, CADD drawing, or high quality drawing, detailing samples location, and Senior Staff services. (Shift starts upon arrival at project site.)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|---|-------------|-------------------|-----------------------------------|
| 25. | Certified Radon Measurement Technician | 25 | x \$ _____/hour | = \$ _____ |
| 26. | Certified Radon Measurement Specialist | 25 | x \$ _____/hour | = \$ _____ |
| 27. | 10 – Hour Shift Technician Rate | 5 | x \$ _____/hour | = \$ _____ |
| 28. | ALPHA Track Detector includes the sampling device and measurement/lab costs for analysis. | 5 | x \$ _____/each | = \$ _____ |
| 29. | Charcoal Absorption Device includes the sampling device and measurement/lab costs for analysis. | 10 | x \$ _____/each | = \$ _____ |

**TOTAL ESTIMATED ANNUAL BID - SECTION 3
RADON \$ _____
(LINES 25-27)**

Company Name

SECTION 4. IN-DOOR AIR QUALITY (IAQ) & INDUSTRIAL HYGIENE

Environmental Technician/Operator (Shift starts upon arrival at project site) Rate per shift includes all costs including production of project reports to comply with Federal, State and local regulations, CADD drawings/figures, and Senior Staff review.

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | | <u>UNIT PRICE</u> | | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|---|-------------|---|-------------------|---|-----------------------------------|
| 30. | 10-hour shift. (Flat rate includes weekdays, weekends, emergency response and all shifts) | 25 | x | \$ _____/shift | = | \$ _____ |
| 31. | 5-hour shift. (Flat rate includes weekdays, weekends, emergency response and all shifts) | 25 | x | \$ _____/shift | = | \$ _____ |
| 32. | Holiday 10-hour shifts | 5 | x | \$ _____/shift | = | \$ _____ |
| 33. | Holiday 5-hour shift | 5 | x | \$ _____/shift | = | \$ _____ |
| 34. | AIR- Volatile Organic Compounds (VOC'S) | 10 | x | \$ _____/each | = | \$ _____ |
| 35. | AIR- VOC'S (63 Compounds & Tentatively Identified Compounds) Method: EPA TO-15 | 10 | x | \$ _____/each | = | \$ _____ |
| 36. | AIR- Formaldehyde Method: EPA TO-11A | 5 | x | \$ _____/each | = | \$ _____ |
| 37. | AIR- Formaldehyde NIOSH 2016 | 10 | x | \$ _____/each | = | \$ _____ |
| 38. | AIR- Polynuclear Aromatic Hydrocarbons (Parts) Method: NIOSH 5506 | 5 | x | \$ _____/each | = | \$ _____ |
| 39. | AIR- Chlordane in Air Method: NIOSH 5510 | 5 | x | \$ _____/each | = | \$ _____ |
| 40. | AIR- Aldehydes Method: NIOSH 2539 | 5 | x | \$ _____/each | = | \$ _____ |
| 41. | AIR- Metals Method: NIOSH 7300 | 5 | x | \$ _____/each | = | \$ _____ |
| 42. | AIR- Mercury Method: NIOSH 6009 | 5 | x | \$ _____/each | = | \$ _____ |

Company Name

SECTION 4. IN-DOOR AIR QUALITY (IAQ) & INDUSTRIAL HYGIENE (CONTINUED)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|---|-------------|-------------------|-----------------------------------|
| 43. | AIR- Polychlorinated Biphenyls (PCB's) Method: EPA TO-10A | 5 | x \$ _____/each = | \$ _____ |
| 44. | AIR- Organochlorine Pesticides & PCB's Method: EPA TO-10A | 5 | x \$ _____/each = | \$ _____ |
| 45. | AIR- BTEX NIOSH 1500/1501 | 5 | x \$ _____/each = | \$ _____ |
| 46. | AIR- Welding Fumes OSHA ID R5/NIOSH 7300 | 5 | x \$ _____/each = | \$ _____ |
| 47. | AIR- Solder Fumes | 5 | x \$ _____/each = | \$ _____ |
| 48. | AIR- TAL Metals | 5 | x \$ _____/each = | \$ _____ |
| 49. | AIR- Other Air Analyses including Microbiological | 10 | x \$ _____/each = | \$ _____ |
| 50. | BULK- VOC's (EPA Methods TO1 4A/15) – 63, Other Bulk Sampling, Inc., Compounds & Tentatively Identified Compounds. Method: 8260B | 5 | x \$ _____/each = | \$ _____ |
| 51. | BULK- Microbiologicals | 5 | x \$ _____/each = | \$ _____ |
| 52. | WATER - VOC's Method: EPA 524.2/624/8260B | 15 | x \$ _____/each = | \$ _____ |
| 53. | WATER- Chlorinated Pesticides Method EPA 608/8081A | 5 | x \$ _____/each = | \$ _____ |
| 54. | WATER- Lead & Copper Method: EPA 200.7/200.9 | 5 | x \$ _____/each = | \$ _____ |
| 55. | WATER- Other – Including Microbiological | 5 | x \$ _____/each = | \$ _____ |

Company Name

SECTION 4. IN-DOOR AIR QUALITY (IAQ) & INDUSTRIAL HYGIENE (CONTINUED)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|-------------------|--|--------------------|----------------------------|--|
| 56. | Surface Microbiological | 5 | x \$ _____/each = \$ _____ | |
| 57. | Carpet, dust & allergens | 5 | x \$ _____/each = \$ _____ | |
| 58. | Carpet, dust & allergens Indoor Allergens, Latex Protein By ELISA | 5 | x \$ _____/each = \$ _____ | |
| 59. | Carpet, dust & allergens Indoor Allergens, Dog Dander | 5 | x \$ _____/each = \$ _____ | |
| 60. | Carpet, dust & allergens Indoor Allergens, Cat Dander | 5 | x \$ _____/each = \$ _____ | |
| 61. | Carpet, dust & allergens Indoor Allergens, Cockroach | 5 | x \$ _____/each = \$ _____ | |
| 62. | Carpet, dust & allergens Indoor Allergens, Dust Mites | 5 | x \$ _____/each = \$ _____ | |
| 63. | Carpet, dust & allergens Indoor Allergens, Mouse | 5 | x \$ _____/each = \$ _____ | |
| 64. | Carpet, dust & allergens Indoor Allergens, Rat | 10 | x \$ _____/each = \$ _____ | |
| 65. | Carpet, dust & allergens Indoor Allergens Group | 5 | x \$ _____/each = \$ _____ | |
| 66. | Supplemental Analysis including fungal, bacterial, microbiological allergens | 10 | x \$ _____/each = \$ _____ | |
| 67. | Spore Trap Basic (fungal spores, mycelial/hyphal fragments, pollen) | 40 | x \$ _____/each = \$ _____ | |

Company Name

SECTION 4. IN-DOOR AIR QUALITY (IAQ) & INDUSTRIAL HYGIENE (CONTINUED)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | | <u>UNIT PRICE</u> | | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|-------------------|--|--------------------|---|--------------------------|---|--|
| 68. | Spore Trap expanded analysis(basic plus skin cells, fibers) | 30 | x | \$ _____/each | = | \$ _____ |
| 69. | Bacteria Air Culture Basic(genus and gram stain) | 10 | x | \$ _____/each | = | \$ _____ |
| 70. | Bacteria Air Culture Expanded (genus, species, and gram stain) | 10 | x | \$ _____/each | = | \$ _____ |
| 71. | Fungal Air Culture Basic (to genus) | 10 | x | \$ _____/each | = | \$ _____ |
| 72. | Fungal Air Culture Expanded(to species) | 10 | x | \$ _____/each | = | \$ _____ |
| 73. | Surface Sewage Screen(E.coli, fecal coliform) | 5 | x | \$ _____/each | = | \$ _____ |
| 74. | Legionella | 5 | x | \$ _____/each | = | \$ _____ |
| 75. | Tape lift, Swab, Wipes Fungal Culture | 15 | x | \$ _____/each | = | \$ _____ |
| 76. | Avian pathogen screen (Cryptococcus, histoplasma) | 5 | x | \$ _____/each | = | \$ _____ |
| 77. | Thermal Imaging | 10 | x | \$ _____/each | = | \$ _____ |
| 78. | Airborne Contaminants Fine Particulate Investigation | 10 | x | \$ _____/each | = | \$ _____ |
| 79. | Airborne Contaminants Airborne Paint Pigments | 10 | x | \$ _____/each | = | \$ _____ |
| 80. | Airborne Contaminants Portland Cement | 10 | x | \$ _____/each | = | \$ _____ |
| 81. | Airborne Contaminants Airborne Oil Mist | 10 | x | \$ _____/each | = | \$ _____ |
| 82. | Airborne Contaminants Welding Aerosols | 5 | x | \$ _____/each | = | \$ _____ |

Company Name

SECTION 4. IN-DOOR AIR QUALITY (IAQ) & INDUSTRIAL HYGIENE (CONTINUED)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | | <u>UNIT PRICE</u> | | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|--|-------------|---|-------------------|---|-----------------------------------|
| 83. | Airborne Contaminants Carbon Black | 5 | x | \$ _____/each | = | \$ _____ |
| 84. | Nuisance & Respirable Dust NIOSH 0500 & 0600 | 5 | x | \$ _____/each | = | \$ _____ |
| 85. | Nuisance & Respirable Dust Airborne Dust | 5 | x | \$ _____/each | = | \$ _____ |
| 86. | Nuisance & Respirable Dust Silica NIOSH 7500 & OSHA ID-142 | 10 | x | \$ _____/each | = | \$ _____ |

TOTAL ESTIMATED ANNUAL BID - SECTION 4 IN DOOR AIR QUALITY (IAQ) & INDUSTRIAL DHYGIENE(LINES 28-84) \$ _____

SECTION 5. PROFESSIONAL SERVICES

Professional services shall be billed at the hourly rates below for building investigation services that do not include sampling, rates include but are not limited to the following: building envelope surveys, moisture mapping, roof surveys, etc.

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | | <u>UNIT PRICE</u> | | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|---|-------------|---|-------------------|---|-----------------------------------|
| 87. | Professional Engineer | 15 | x | \$ _____/hour | = | \$ _____ |
| 88. | Project Manager | 20 | x | \$ _____/hour | = | \$ _____ |
| 89. | Certified Industrial Hygienist (CIH) | 20 | x | \$ _____/hour | = | \$ _____ |
| 90. | Certified Indoor Environmentalist (CIE) | 20 | x | \$ _____/hour | = | \$ _____ |
| 91. | Environmental Scientist | 20 | x | \$ _____/hour | = | \$ _____ |
| 92. | Senior Environmental Technician | 35 | x | \$ _____/hour | = | \$ _____ |
| 93. | Environmental Technician II | 35 | x | \$ _____/hour | = | \$ _____ |
| 95. | Environmental Technician I | 35 | x | \$ _____/hour | = | \$ _____ |
| 96. | CADD Operator | 15 | x | \$ _____/hour | = | \$ _____ |

TOTAL ESTIMATED ANNUAL BID - SECTION 5 PROFESSIONAL SERVICES (LINES 85-93) \$ _____

Company Name

SECTION 6. EQUIPMENT

Professional services will be billed at the hourly rates below for building investigation services that do not include sampling, rates include but are not limited to the following: building envelope surveys, moisture mapping, roof surveys, etc.

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|--|-------------|---|-------------------|---|
| 97. | Hydrogen Cyanide Monitoring System Cost for 5-hour | 5 | x | \$ _____ /5 hour | = \$ _____ |
| 98. | Hydrogen Cyanide Monitoring System Cost for 10-hour | 5 | x | \$ _____ /10 hour | = \$ _____ |
| 99. | Confined Space Entry Meter (w/H2S) Cost for 5-hour | 10 | x | \$ _____ /5 hour | = \$ _____ |
| 100. | Confined Space Entry Meter (w/H2S) Cost for 10-hour | 10 | x | \$ _____ /10 hour | = \$ _____ |
| 101. | Colormetric Pump Unit (not incl. tubes) Cost for 5-hour | 5 | x | \$ _____ /5 hour | = \$ _____ |
| 102. | Colormetric Pump Unit (not incl. tubes) Cost for 10-hour | 5 | x | \$ _____ /10 hour | = \$ _____ |
| 103. | Colormetric Tubes (each) Cost for 5-hour | 5 | x | \$ _____ /5 hour | = \$ _____ |
| 104. | Colormetric Tubes (each) Cost for 10-hour | 5 | x | \$ _____ /5 hour | = \$ _____ |
| 105. | Temperature, relative humidity, carbon dioxide meter Cost for 5-hour | 20 | x | \$ _____ /10 hour | = \$ _____ |
| 106. | Temperature, relative humidity, carbon dioxide meter Cost for 10-hour | 20 | x | \$ _____ /5 hour | = \$ _____ |

Company Name

SECTION 6. EQUIPMENT (CONTINUED)

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|------------|--|-------------|-------------------------------|-----------------------------------|
| 107. | Moisture Meter Cost for 5 hour | 10 | x \$ _____/10 hour = \$ _____ | |
| 108. | Moisture Meter Cost for 10 hour | 5 | x \$ _____/5 hour = \$ _____ | |
| 109. | Borescope/Videoprobe Cost for 5 hour | 10 | x \$ _____/10 hour = \$ _____ | |
| 110. | Borescope/Videoprobe Cost for 10 hour | 5 | x \$ _____/5 hour = \$ _____ | |
| 111. | Aerosol Monitor Cost for 5 hour | 5 | x \$ _____/10 hour = \$ _____ | |
| 112. | Aerosol Monitor Cost for 10 hour | 5 | x \$ _____/5 hour = \$ _____ | |

**TOTAL ESTIMATED ANNUAL BID - SECTION 6
EQUIPMENT (LINES 94-109) \$ _____**

TOTAL ESTIMATED BID ALL SECTIONS

Estimated Annual Total - Section 1 \$ _____
Asbestos (Lines 1-14)

Estimated Annual Total - Section 2 \$ _____
Lead (Lines 15-24)

Estimated Annual Total - Section 3 \$ _____
Radon (Lines 25-27)

Estimated Annual Total - Section 4 \$ _____
Indoor Quality & Industrial Hygiene (Lines 28-84)

Estimated Annual Total - Section 5 \$ _____
Professional Services (Lines 85-93)

Estimated Annual Total - Section 6 \$ _____
Equipment (Lines 94-109)

TOTAL ESTIMATED ANNUAL BID (SECTIONS 1-6) \$ _____

X 3 Years

TOTAL ESTIMATED THREE-YEAR BID \$ _____

Company Name

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

Bid Response Documents - The following documents constitute your bid:

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

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

| | |
|-----------------------------------|--------------------------|
| <u>EMERGENCY CONTACT</u> | |
| Emergency Contact Person: _____ | |
| Telephone Number: _____ | Cell Phone Number: _____ |
| Residence Telephone Number: _____ | Email: _____ |

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. 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 Bidder shall complete and submit the following information with the bid:

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 _____

REFERENCES

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

1. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y15-105-ZM

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **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 bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y15-105-ZM

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y15-105-ZM INDUSTRIAL HYGIENE CONSULTING SERVICES** within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing 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 ___

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 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: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



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 | |
| | | INSURER A: | NAIC # |
| | | 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.

| NON LTR | TYPE OF INSURANCE | ATOL INSR | SUBT WVD | POLICY NUMBER | POLICY EXP (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | 8. LIMITS |
|---------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| 3. | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR (GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <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 9. | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A | | | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. 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.

| | |
|--|---|
| CERTIFICATE HOLDER | CANCELLATION |
| 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801 | 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) |
| <i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i> |
| 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 nd FLOOR ORLANDO, FL 32801 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

The 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.