

Issue Date: February 2, 2015

INVITATION FOR BIDS #Y15-167-PD

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:

**Garbage and Recycling Carts
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, February 24, 2015**, 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 Perry Davis, Senior Purchasing Agent at Perry.Davis@ocfl.net.

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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 Purchasing.Agent@ocfl.net, no later than 5:00 PM Thursday, February 12, 2015 to the attention of Perry Davis, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. PRICE/DELIVERY

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

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

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

4. FEDERAL AND STATE TAX

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

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

5. 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.

6. BRAND NAME OR EQUALS/DEVIATIONS

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

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

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

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

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

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

8. 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.

9. 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.

10. UNIFORM COMMERCIAL CODE

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. **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.

17. **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.

18. **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.

19. 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.

20. 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.

21. 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.

22. DRUG-FREE WORKPLACE FORM

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

23. 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".

24. CONFLICT OF INTEREST FORM

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

25. 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.

26. 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.

27. 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.

28. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

29. ASSISTANCE WITH SPECIFICATIONS

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. PRICING/AUDIT

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 shall submit the following information with the bid:

A. List and brief description with location, dates, names, addresses and telephone numbers of at least three (3) cities and/or counties with a minimum of 50,000 units that are currently using their roll out carts in a fully and/or semi-automated collection program which have a similar climatic conditions, by completing the reference sheets on pages 60, and 61.

B. Provide a written statement of the number of years the cart vendor has continuously produced / manufactured in the U.S.A., carts for automated and semi-automated for garbage and recycling collection. A minimum of five (5) years experience is required.

C. Bidder shall have the capacity to produce, at minimum, 200,000 carts of various sizes within a three (3) month period of time. The Bidder shall demonstrate the capacity to produce, at minimum, the total quantity of carts being bid within a three (3)-month period of time.

D. Bidder shall have experience in providing RFID-enabled containers and asset management.

E. Bidder shall have experience in providing large scale (100,000 carts and greater) assembly and distribution services from manufacturing point to residential curbside delivery.

F. Bidder shall have experience capturing latitude/longitude coordinates at the time/point of cart delivery to the residential customer, and associating it with an asset management database.

G. Bid Bond or (Certified or Cashier's check) deposit, as specified by Special Terms and Conditions #19.

Failure to submit the above requested Bid Bond or Deposit will 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.

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

2. LICENSES AND PERMITS

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

3. 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.

4. AWARD

Award shall be made on an "All-or-None Total Estimated Bid per Lot" basis to the lowest responsive and responsible Bidder. No Bidder shall be awarded more than one (1) lot. If a Bidder is the low responsive and responsible bidder on more than one (1) lot, award shall be made in the best interest of the County. All vendors must submit a bid for both lots.

5. POST AWARD MEETING

Within **seven** (7) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. F.O.B. POINT

Once the initial delivery phase is complete, the F.O.B. point shall be to County authorized Franchise Haulers' local addresses within Orange County. The bid shall include all costs of packaging, transporting, assembly, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

7. ORDERING AND RESTOCKING: Once the initial delivery phase is complete, the County and Contractor will mutually agree on the number of produced and stored containers. Upon County authorized delivery/pickup of containers, the Contractor shall immediately restock the number of stored containers to the mutually agreed upon number. At the end of the life of resulting contract, the County and Contractor shall coordinate a reduction in the minimum required number of stored containers. The County agrees to purchase all remaining containers at the expiration of the contract.

8. **DELIVERY**

The goods or services designated in the Bid Response as the Minimum Order Amount shall be delivered as indicated below upon contract award.

Minimum order Amounts for Lot A (Line items 1-4 on the Bid Response Form) and Lot B (Line items 9-12 on the Bid Response Form) delivery and distribution shall begin on October 19, 2015 and be completed no later than December 19, 2015.

All items shall be completely assembled by the awarded vendor prior to acceptance by Orange County.

Delivery time is of the essence in the award of this Invitation for Bids. All request made for carts after the initial delivery phase shall be no later than seven (7) calendar days from receipt of delivery order. Bids submitted which fail to meet this requirement shall be cause for rejection.

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

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

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

any increased costs incurred by the County in completing contract performance.

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

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

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

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) 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.**

10. AS SPECIFIED

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

11. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

12. CODES AND REGULATIONS

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

13. PAYMENT

Partial payments for the value of goods received 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 equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Solid Waste Department
5901 Young Pine Road
Orlando Florida 32829

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.

14. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders shall furnish all information requested and in the space provided on the bid form. Each Bidder offering an equal to the brand(s) specified (or if no brand is specified) shall submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid shall not satisfy this provision.

15. ASSEMBLY AND/OR PLACEMENT

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

16. WARRANTY

The awarded vendor shall fully warrant all products furnished hereunder against defect in materials and/or workmanship for a period of ten (10) years from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The vendor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Bidder's must submit with its bid a warranty specimen of the exact warranty offered for the carts. The awarded bidder shall fully guarantee the performance of the carts and all of its parts and warrant the carts against defects

in materials and workmanship for a minimum period of ten (10) years from the date of delivery.

1. This warranty shall be unconditional and non-prorated, providing Orange County with an assurance of full replacement of any component parts that fail in materials or workmanship for a minimum period of ten (10) years after delivery. This warranty shall cover all costs including freight, taxes and all other associated costs to deliver the replacement parts to Orange County as well as the cost to send defective parts back to the cart vendor.

2. The awarded bidder shall guarantee continuous availability of a complete inventory of all replacement parts for the duration of the warranty, beginning no later than the first day delivery commences. The replacement part stock requirements will be determined by Orange County and are subject to change.

3. The awarded bidder's warranty shall include, whether stated in the awarded bidder's warranty or not, the following coverage:

- a. Failure of the lid to prevent rain water from entering the cart when in the closed position.
- b. Damage to the cart body, lid, or any component parts through opening or closing the lid.
- c. Failure of the lower lift bar from damage during interface with lifters.
- d. Failure of the body and lid to maintain their original shape.
- e. Damage or cracking of the cart body through normal operating conditions.
- f. Failure of the wheels to provide continuous, easy mobility, as originally designed.
- g. Failure of any part of the cart to conform to minimum standards as specified herein.

4. Any cart or component parts that do not conform to the technical requirements or that fail by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligent or abuse use shall be replaced within thirty (30) days.

5. Awarded bidder will not be responsible for damage or loss of carts due to vandalism, abuse, neglect, theft or acts of God subsequent to delivery, and acceptance by the County. To the extent that the cart conforms to the bid requirements, the awarded bidder will not be responsible for damage or loss due to fire.

6. Any cart, including any component part that does not continuously perform in the intended manner as set forth in this solicitation does not comply with the minimum Cart Design Requirements (ANSI Z245.30 and Z-245.60), or does not continuously perform in the intended way of any and

all design features, will be considered defective in material, workmanship, and/or design and shall be covered by the terms of this warranty.

7. Any such defective carts shall be replaced at no cost to the County, by a cart which meets or exceeds the bid's requirements. All costs associated with the replacement of such defective carts, including transportation and labor costs for re-deployment of the replacement cart to the residence shall be borne solely by the awarded vendor.

8. In the event that any component parts have been manufactured and supplied to the awarded bidder by a sub-contractor, the County will consider the awarded bidder as being responsible for the product liability.

9. In the exercise of its rights under the terms and conditions of this warranty, the County reserves its full rights to make any claims, economic or other, against the awarded bidder in any court of law for any and all occurrences whatsoever.

10. Any replacement carts shall meet or exceed the original requirements and be manufactured with new, previously used parts and virgin and/or post consumer materials. Each replacement cart shall be delivered and distributed to the County as directed. Any component parts shall be delivered and distributed to the County as directed. Any component parts shall be warranted for the remaining years of the warranty period. However, those quantities of warrantable carts delivered by the awarded bidder which fail within the warranty period shall be replaced warranted for the remaining years of the warranty period.

11. Warranties shall guarantee the UV effectiveness. Sun exposure causing deterioration or shattering of the cart or lids shall be cause for replacement by the awarded vendor on the grounds of improper use of inhibitor and/or additives. Color package shall be covered by the 10 year warranty.

17. Liquidated Damages

In the event the Contractor becomes five (5) or more days behind its County-approved timeline without prior County approval, the County may assess liquidated damages in an amount equal to \$4,000 per day per Franchise Area for each day that the Contractor is five (5) or more days behind schedule in that Franchise Area. [This liquidated damage can only be assessed up to, and including, December 28, 2015.]

In the event the Contractor does not complete delivery of assembled Roll Carts to all residents as stipulated herein, the County may assess liquidated damages in an amount equal to \$20,000 per day per Franchise Area for each day until delivery of assembled Roll Carts to residents in that Franchise Area is completed. [This liquidated damage can only be assessed after December 28, 2015.]

The County shall notify the Contractor in writing of its decision to assess Liquidated Damages. If the Contractor desires to challenge the decision, it must do so in writing within five (5) Days after receipt of notice from the County. The request shall specify the grounds upon which the Contractor objects to the assessment of liquidated damages by the County. The matter shall be referred to the Division Manager who will rule on the Contractor's challenge. The Division Manager ruling shall constitute a final determination of the matter.

18. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - o Occupational Safety and Health Act (OSHA)
 - o National Institute for Occupational Safety & Health (NIOSH)
 - o National Fire Protection Association (NFPA)
 - o American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

19. BID BOND/PERFORMANCE BOND AND PAYMENT BOND

Each bid shall be accompanied by a Certified or Cashier's check or bid bond (Attachment E) in a sum of \$500,000. All checks shall be made payable to the Board of County Commissioners, Orange County, Florida. Unsuccessful Bidder's bid deposit shall be returned upon evaluation and award of bid. The Contractor's bid deposit shall be returned upon receipt and acceptance of a \$1,000,000 performance bond (Attachment D). Under no circumstances shall

the Contractor start work until they have supplied an acceptable performance bond and payment bond. If the Contractor fails to supply a performance bond and/or payment bond as specified in the bid, the County shall be entitled to retain the bid deposit to rectify the Bidder's unacceptable performance. The Surety which issues the bid bond and the performance bond and payment bond shall be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".

The Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such bond shall be in an amount equal to the bid. The Surety shall be responsible for any liquidated damages assessed because of failure to complete this contract. The Surety shall also be responsible for any increases or extensions to the contract. The attorney-in-fact who signs the bond shall send with the bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the Contractor begin work until they have supplied Orange County a Performance Bond and Payment Bond.

20. 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 \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any 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

Optional Coverage:

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.

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

The certificate holder shall read:

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

21. CONTRACT TERM

- 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 with two one year renewals.
- 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.

22. PRICE ESCALATION/DE-ESCALATION (PPI)

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

The original contract prices shall be firm for the entirety of the initial three-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 Producer Price Index (PPI) – Industry Data, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov. Contractor shall utilize the North American Industry Classification System (NAICS) to identify the industry code most similar to the contracted commodity for the required calculation below. This information is available at www.census.gov/eos/www/naics/.

Price adjustment shall be calculated by applying the simple percentage model to the PPI 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 PPI 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:

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

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

PPI Calculation Example:

PPI for current period	232.945
Less PPI for base period	229.815
Equals index point change	3.130
Divided by base period PPI	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 PPI – Industry Data 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. Only final PPI data will be used to adjust contract pricing.

Should the PPI – Industry Data 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 same 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.

23. 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 goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

24. 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.

25. ATTACHMENTS

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

- A. Map of Hauler Collection Zones
- B. County Provided Assembly and Distribution Sites
- C. Franchise Area Descriptions
- D. Performance Bond
- E. Bid Bond

26. 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 goods and 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 rent/sell/lease all goods and 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 goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

27. 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.

28. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or 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 goods or 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 goods or services from other sources until the deficient performance has been cured or the contract terminated.

29. SAMPLES/DEMONSTRATIONS

Samples/demonstrations shall be furnished upon request for testing and comparison purposes.

SPECIFICATIONS

The Contractor shall provide garbage and recycling carts, and the County will be responsible for providing secure storage site/sites within Orange County for the initial minimum quantity. The secure site/sites will need to be available starting with the October 19, 2015 time frame for delivery through the December 19, 2015.

The Contractor shall provide a cart production delivery schedule within thirty (30) days after contract award showing when each major step of production will be completed to the County's designated representative.

Progress reports showing the updated production delivery process of the carts shall be made monthly to the County's designated representative. The County has the right to inspect all carts. The awarded bidder shall allow for site visits to their manufacturing facilities with twenty-four (24) hours notice from the County. There shall be no limit to the number of visits or the number of County representatives allowed on these site inspections.

The specifications herein describe the acceptable features and performance requirements for the garbage and recycling carts. Contractors are to have thoroughly read and understood these specifications prior to responding to the bid.

1. DEFINITIONS FOR SPECIFICATIONS:

"Contract Manager" shall mean the person designated by the County who shall act as the County's representative during the term of this Agreement.

"Contractor" shall mean any person awarded a franchise by the Board of County Commissioners for the right to collect solid waste within unincorporated Orange County.

"Franchise Area" shall mean specified areas within unincorporated Orange County where Contractors collect solid waste and Roll Carts will be distributed. Attachment A contains a graphical depiction of the Franchise Area; Attachment C contains written legal descriptions of the Franchise Areas.

"Non Deliverable" shall mean a Roll Cart that is unable to be delivered to the residential address provided by the County, due to circumstances outside of the control of the Contractor.

"Roll Cart" shall mean a container designed and intended to be used for automated or semi automated collection service.

2. BACKGROUND:

Orange County operates one of the largest publicly-owned, integrated solid waste management systems in Florida. The County owns and operates a Class I landfill, a Class III landfill, and two transfer stations (McLeod and Porter). The County also owns a Recycled Materials Processing Facility (RMPF), co-located at the landfill, and a recycling transfer station near Apopka, which are operated by a private contractor. The standard issue for households will be a large Roll Cart for garbage and a large Roll Cart for recyclables. Alternately-sized Roll Carts will be made available to the County on an as-needed basis. The County intends to reach out to backdoor service recipients (disabled

persons) to determine what would be best served by providing alternatively-sized Roll Carts with the initial distribution. **The final determination of initial quantities by total quantity and by Roll Cart size will not be determined until after the bid deadline and will be determined at the sole discretion of the County.**

Under the new collection service contract, the County’s service area of approximately two hundred thousand (200,000) households was divided into five (5) Franchise Areas of approximately forty thousand (40,000) households each. Attachment A is a graphic depiction of the five (5) Franchise Area and Attachment C is a written legal description of the five (5) Franchise Area. The County anticipates assembly and distribution of Roll Carts to be conducted over a two- month period (October– December 2015). The County will provide staging areas for use in assembly and distribution as identified in Attachment B (**Could be subject to change due to unforeseen circumstances**). Following completion of this initial distribution by Contractor in compliance with this Contract, all subsequent distribution of new or replacement carts will be performed by County.

Density (parcels per square miles) of each Franchise Area is as follows:

Franchise Zones	Parcels [A]	Square Miles [B]	Density [A ÷ B]
Zone 1	40,164	219	183.4
Zone 2	38,086	202	188.5
Zone 3	41,280	119	347
Zone 4	41,429	131	316.3
Zone 5	42,968	324	132.6

An additional inventory of Roll Carts consisting of approximately (0.25%) per Franchise Area of the initial distribution will be included with the initial roll cart order. Further inventory will be ordered as needed at the prices set forth in this contract.

The planned timeline, subject to change based on County discretion, is as follows:

Roll Cart Production, Assembly, and Distribution Timeline	
Place Initial Roll Cart Order	May 1, 2015
Begin Assembly & Distribution	October 19, 2015
Complete Assembly & Distribution	December 19, 2015
Commencement of Automated Collection Service	January 1, 2016

3. Transition Planning:

Contractor's shall ensure that manufacturing, shipping, assembly and distribution, and asset management Services are completed within the provided specifications. To assist, Contractor shall:

Submit the name and contact information for the project manager to the County Contract Manager no later than 30 days after the award.

The project manager shall participate in frequent and on-going transition meetings conducted by the Contract Manager or designee to plan and manage the transition process so that there is no service interruption.

The project manager shall work in conjunction with the County to ensure the transition process goes as smoothly as possible.

Submit a comprehensive plan for County approval including, but not limited to, the following information:

Manufacturing plan: including anticipated location where Roll Carts will be produced, number of molds to be used, designated capacity (by day) guaranteed for this contract, production schedule, etc.

Shipping plan: including anticipated vendor, timeline for shipment and delivery, etc.

Assembly and distribution plan: including anticipated assembly and distribution supervisor(s), sub-contractors (if applicable), number of teams that will be utilized, assembly and distribution process, etc.

Asset management plan: including sample deliverables.

If at any time the Contractor is more than two (2) days behind its County- approved timeline without prior County approval, the Contractor shall provide, in writing, a plan to catch up to the agreed upon timeline. Should the Contractor become five (5) or more Days behind schedule, liquidated damages shall be assessed.

CART OVERVIEW: Each cart shall consist of a body, lid, wheels, axle, and necessary accessories.

1. The wheeled garbage carts shall be designed to contain solid waste materials including garbage, refuse, and rubbish. Garbage carts will be procured in both 64-66 and 94–96 gallon sizes with black body and green lid.
2. The wheeled recycling carts will be procured in 64-66 and 94-96 gallon sizes with black body and blue lid.
3. The carts shall be provided with adequate wheels and handle so that it can be pushed or pulled with little effort.
4. The carts shall be designed to be dumped by both semi-automated and fully-automated disposal truck systems.
5. The carts shall be fitted with a steel or composite material lower “stop” bar. The bar shall be corrosion resistant, minimum of one (1) inch outside diameter. To avoid potential damage by cart lifting devices, any fasteners required to secure the lower “stop” bar in place shall be positioned inside the actual body of the cart.
6. The carts shall be designed to be fit with axles which do not require holes or bolts through the body, to eliminate potential leakage of liquids escaping odors or entry of insects.
7. The body and lid of the carts shall be molded using only first quality, fully recyclable high or medium density polyethylene from a nationally recognized brand supplier and meet all ANSI (American National Compliance) Standards.
8. Each cart body shall be manufactured by an approved industrial molding process. Bidders shall specify molding process to be used.
9. The carts body and lid shall be constructed from the same polyethylene plastic having a minimum resin weight of thirty (30) pounds for the 94-96 gallon carts and a minimum resin weight of twenty two (22) pounds for the 64-66 gallon carts.
10. Specify the type of resin used to manufacture the cart body and lid.
13. Specify the complete resin weight of the cart body and lid for each cart sizes in pounds.
14. All metal parts of the carts shall be rust resistant.

ULTRAVIOLET/COLOR INHIBITOR: Carts shall be ultraviolet (UV) protected to prevent deterioration, shattering and fading.

1. The carts shall be stabilized against ultraviolet rays with a “package” of color pigment and ultraviolet inhibitor compounded together at a minimum of 1.3% by weight.

2. Specify the percentage by weight of the “package” of color pigment and UV stabilizer added by cart size.
3. To ensure thorough distribution of these additives (UV inhibitor and/or ultraviolet stabilizer), the resin and additives shall be mixed in a molted state using a hot melt compounding process and shall not be hot melt blended.

MANUFACTURING PROCESS: Each cart shall be manufactured by “Rotational Molding” or “Injection Molding” process. The bid shall include the type of process used to manufacture the carts.

MANUFACTURING DEFECTS: The carts shall be free from manufacturing defects, imperfections and/or design deficiencies that may affect their operation, appearance or serviceability. In all particulars not covered by this specification, production shall be in accordance with good commercial practice. Materials defined herein shall be of the best commercial quality and suitable for the purpose intended.

PLASTIC MATERIAL: Base plastic resin shall be first quality high or medium density polyethylene supplied by a national petrochemical producer.

1. **Bidders shall submit with their bid technical data sheet(s) from the resin producer, which verifies that the resin to be used in the cart body will meet the following minimum property levels:**

ESCR- ≥ 17hrs
Elongations- ≥ than 19%
Density- 0.933-1.0948

RESIN ADDITIVES: The plastic resin shall be enhanced with color pigment and ultraviolet inhibitor, which shall be uniformly distributed throughout the finished carts. To ensure thorough distribution of these additives, the resin and additives shall be mixed in a molted state using a hot-melt compounding process.

1. **Bidders shall submit with their bid a statement certifying that all of the plastic resin and additives will be hot-melted blended.**

ANSI CONFORMANCE: Carts proposed herein shall meet the requirements of ANSI Z245.30-1999 and ANSI Z245.60-1999 standards for “Type B/G” carts for ANSI standards Z245.60-1999 Compatibility Dimensions and for Z245.30-1999 Safety Requirements. If the cart(s) being offered do not conform to a specification, all variations/exceptions shall be reported and explained in detail referencing the applicable section on a separate page titled Exceptions.

Bidder shall submit with their bid independently certified copies of all ANSI test results. Test results shall state load (in pounds) under which tests were conducted. The load under which the tests were conducted shall be the same as the load rating stated in all literature and specifications. The ANSI Appendix D test for “Loading and Unloading Test for Carts” shall clearly state that the required 520 dump cycles under the cart’s full rated load were performed on both a Semi-Automated Cart

Lifter and a Fully Automated Grabber Arm. **Submit test results according to ANSI Z245.30-1999**, Appendix A (volume test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest .01 U.S. gallon). Provide documentation indicating that the carts comply with all ANSI requirements.

Submit a copy of the written warranty showing compliance with Special Terms and Conditions paragraph 16.

DIMENSIONS: For the different size carts, the exterior dimensions of the completely assembled cart may vary.

1. Specify the cart's external dimensions; Height, Width and Depth in inches.

DURABILITY: Carts shall be designed to regularly receive and dump its maximum design load capacity without any damage, permanent deformation, or structural failure of any component for the duration of the warranty period, and shall comply with all specifications stated herein.

1. Carts shall meet the durability requirements and tests specified in ANSI Z245.30-1999 for type B/G (semi-automated/automated) carts.
2. Vendors shall provide with their bid documentation indicating that the carts comply with all applicable ANSI requirements.
3. Carts shall withstand temperature ranges from 4°C to 60°C or 25° F to 140° F.
4. Carts shall be able to withstand washing and standard commercial detergents and disinfectants without blemishing or fading.
5. The exterior bottom of the carts shall be designed to be impervious to any damage that would interfere with the carts intended used after repeated contact/dragging on gravel, concrete, asphalt or any other rough and abrasive surface and from kicking to position the cart for rolling.

CAPACITY: The total and/or actual capacity of the cart body, excluding the lid, shall be within the stated and/or published capacity of the cart, (+/-3%) as measured according to ANSI Z245.30-1999.

1. Bidders shall include with their bid an independent test result according to ANSI Z245.30-1999, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).
2. Volumetric capacities are expressed as liquid measures and shall be measured at the full level of the cart body, excluding any additional volume enclosed by a crown lid in the closed position.
3. Specify the total capacity for each of the different sized cart bodies to the nearest gallon (excluding the lid).

LOAD RATING: Carts shall be designed to regularly receive and dump a specified amount of waste materials, excluding the weight of the cart, without permanent damage or deformation. The amount is measured as pounds and is referred to as the load rating of the cart.

1. The load rating shall conform to ANSI Standard Z245.30-1999 for the defined cart sizes and should correspond to the load rating defined on the cart vendor's literature for the size and type of cart to be provided.
2. Load rating shall be permanently marked onto the cart.
3. Specify the load rating for each of the different sized cart bodies to the nearest pound.

SHAPE: Carts shall be designed to prevent trapping of materials when the cart is dumped.

1. Carts shall be fully weather proofed and stabilized for full-time outdoor use and storage.
2. Carts shall have a slightly wider opening at the top than the bottom dimension to facilitate tipping of material from the cart.
3. Carts shall be free of catch points, sharp edges or pinch-points that could cause injury to collectors or residents.
4. Carts shall allow the collector/resident to maintain a comfortable posture when moving the cart.
5. Carts shall be easy for residents to tilt to the roll position when fully loaded while keeping both feet on the ground and easy to push and pull.
6. The carts shall be manufactured with smooth non-textured surface, inside and a smooth non-textured or textured exterior surface.
7. The carts shall be manufactured with a narrow width design not to exceed thirty (30) inches.

CART BODY: The body of the carts shall be uniform in appearance.

1. The cart's body shall not have any sharp edges, sharp corners or other structures that could cause injury or obstruction and shall have a smooth surface both inside and outside.
2. The interior of the cart body will be free of crevices and recesses where materials may become trapped.
3. The body walls shall have a slight taper to facilitate emptying. The front two corners of the cart body shall be "shouldered" on the same plane as the rear "hip," thus forming an overhang around the body of the cart.

4. The cart's body shall be free of pockets and recesses which could trap debris or harbor odor causing build-up.
5. The cart's body shall not be ventilated.
6. The cart's body shall be designed so that the carts can nest together.
7. Specify the nesting ratio for each cart size with bid submittal.
8. Minimum wall thickness of the cart's body shall be no less than 0.15 inches and meet ANSI standards.
9. The minimum thickness of the cart's bottom section shall be no less than 0.15 inches and meet ANSI standards.
10. Specify the thickness in inches for cart body and bottom section with bid submittal.
11. The cart body shall be equipped with attachment points which make it compatible with standard American semi-automated bar locking lift systems and fully automated arm lifters. The upper lifting point and/or "bib" shall be integrally molded into the cart body. Carts with bolted on upper attachments points will not be accepted.
12. The integrally molded upper lifting point shall be sufficiently designed and reinforced to assure adequate support of the cart's full load rating when dumped by a semi-automated cart lifter for a period of ten (10) years.

RIM OF BODY: The upper rim of each cart body shall consist of a design that provide for maximum strength during the collection process.

1. The rim shall also include a ledge on which the lid rests and/or resets to create a seal between body and lid.
2. The cart's body shall be able to withstand water infiltration with a molded rim to add structural strength and stability to the cart and to provide a flat surface for lid closure. The underside of the rim shall be reinforced with integrally molded-in support spaced around the entire circumference of the cart.
3. The rim ridge shall serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid.
4. The rim of the cart shall in no way be radiused inward so as to obstruct "freeflow" emptying of the cart.

HANDLES: Push-pull handles shall be provided as a part of the cart body.

1. Each cart shall be equipped with two (2) spaces on the handle for a person's hands. The handle's diameter shall be a minimum of one (1) inch.

2. The handles and handle mounts and/or attachments shall be an integrally molded part of the cart's body.
3. The handles shall be designed to afford the user positive control of the loaded cart at all times.
4. The handles shall not have the ability to rotate on their own axis at any time.
5. Handles and handle mounts and/or attachments shall not have any bolts or protrusions that might interfere or injure the worker or resident.
6. The clearance between the handle and the body shall allow for easy gripping with work gloves.
7. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

LID: The carts shall be furnished with a hinged lid such that the lid hinges shall be located on the rear wheeled side of a cart.

1. Carts shall be provided with a lid of the same materials (can be different manufacturing processes) as the cart body and configured to ensure that the lid will not warp, bend, slump, or distort such an extent that it no longer fits the cart properly or becomes otherwise unserviceable.
2. Lids shall be one-piece construction.
3. Lids shall have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.
4. Lids shall be crowned in shape and must be continuously overlap and come in contact with the perimeter of the cart body.
5. Lids (and body) shall be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open.
6. Lids shall be designed to disallow entry of rain when in the closed position and will not blow open under general weather conditions.
7. Lids shall be designed so as to prevent the intrusion of rodents, birds and flies and prevent the emission of odors.
8. Lids shall sit flush or overlap the sides, but may flare out so the lid will not bind against the sides, if the cart is distorted by a lifting device.
9. Lids shall be hinged to the cart body as to enable the lid to be fully opened from a closed position through a full 270° arc to rest against the backside of the cart body.
10. Lids shall open to a position 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart.

11. Lids shall not impede the flow of material from the cart during the dump cycle and not contact material already deposited in the truck or the truck body or lifting mechanism.
12. Lids shall be securely attached to the cart without the use of nuts and bolts; torx (screw) fasteners are acceptable.
13. Lids shall be hinged to open by gravity as the cart is dumped.
14. Lids shall be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools.
15. Lids shall be designed to be easily removed in the event of damage or failure, but not be readily removable by the general public.
16. Lids shall be designed to remain closed in winds up to 35 mph from any direction.
17. Lids shall not be ventilated.
18. Lids shall be held closed by its own weight only.
19. Lids shall have an external handle or a design that allows the resident to open the lid without touching the interior of the lid.
20. The lid of the cart shall enable the free and complete flow of disposal material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism.
21. Living hinges are unacceptable. Living hinges are thin sections of plastic that connect two segments of a part to keep them together and allow the part to be opened and closed. Typically these are used in containers that are used in high volume applications such as toolboxes, fish tackle boxes, CD boxes etc.
22. Lid counter weights and lid latches are unacceptable.
23. Lids shall not have a locking device. No metal hinges will be accepted on the lid.

FASTENERS: All fasteners shall be designed to maintain their original appearance and perform their original function for the duration of the carts warranty.

1. All nuts shall be self-locking, capped type "N" order to prevent removal with ordinary tools by the public and to minimize the possibility of personal injury.
2. If bolts are used to attach the cart body to any frame or lifting bars, washers shall be used of sufficient diameter to prevent bolts from pulling through the plastic body during the intended use of the cart at the maximum design load.

3. All bolts, if used, shall be attached such that they are not protruding outside the cart body.
4. There shall be no leakage from the carts resulting from using bolts, if used.
5. Plastic covers shall be provided on all metal bolts on the outside of the cart body.
6. All metal fasteners and/or hardware shall be coated to prevent rusting. The coating shall be approximately the same color of the cart or a color such that the fasteners and/or hardware are not obvious.

BOTTOM: The bottom of the cart shall have a molded-in wear strip to protect against dragging.

1. To prevent abrasion wear-through on the bottom of the cart, there shall be a ridge molded around the perimeter of the cart's bottom surface. This "wear-ridge" shall consist of a molded-on deposit of solid resin material which adds thickness to the cart's bottom surface to prevent wear.
2. The carts shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
3. The cart's base shall be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.

WHEELS: Each cart shall be furnished with two (2) plastic molded or rubber wheels.

1. Cart wheels shall be a minimum of 10 inches in diameter and a minimum width of 1.75 inches with treads; knobby or grooved or a combination of both.
2. Wheels shall be extra high molecular weight polyethylene or metal hub (or equivalent) and a polyethylene wheel with ridged treads capable of supporting 200 pounds per wheel.
3. Wheels shall be molded from first quality 100% virgin HDPE resin or recycled material.
4. Specify the type of wheel construction and the size (Diameter and Width) in inches of the wheels for each cart:
5. The wheels shall be attached in a manner that does not allow the cart to roll away or unbalance the cart on uneven surfaces when the cart is unattended.
6. Wheels shall be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing.
7. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.
8. The wheels shall have self-lubricating bearing surfaces.

AXLE: The axle shall be a minimum of 5/8" diameter zinc chromate plated solid high strength steel or solid metal, either stainless or galvanized steel or stainless steel clad or solid steel axle with corrosion resistant coating.

1. The axle shall be fully supported by the cart's body.
2. The axle shall be affixed to the body by passing through or being supported by molded-on, cross-gusseted details.
3. The axle shall be securely attached to body by molded axle retainers.
4. The axle shall slide through at least two molded-in plastic journals in the cart bottom.
5. The wheel axle shall pass through the cart body outside the garbage area and the mounting for the wheel axle shall be monolithic and integrally molded part of the cart body.
6. The molded axle sleeve shall supply sufficient support to minimize stress and prevent bending of the axle.
7. The axle shall not be exposed to contents inside of the cart.
8. Specify the type of axle construction and the size (Diameter) in inches of the axle for each cart with bid submittal.
9. Axles attached by means of bolts or rivets are unacceptable. Axle attachments that create holes into the body of the cart are unacceptable. Bolt-on or "pressed-in" axle attachment methods are not acceptable. Metal attachments are not acceptable.

WHEELS AND AXLE: The wheels and axle shall be capable of supporting fully loaded carts continuously over ten (10) years of operation including under all weather conditions; from repeatedly being pulled/pushed up and down stairs and over curbs; and from the forces exerted during collection from lifting and dropping the cart at the end of the dumping cycle.

1. The wheel and axle assembly shall be easily replaceable so that repairs can be done without undue effort but not readily removable by the general public.

STABILITY: Each cart shall be stable and self-balancing when in the upright position either loaded or empty.

1. The cart's lids and bodies shall be of such design and weight that prevent empty carts from tilting backward when lifting the lid open or while in the open position.
2. The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.

3. Carts shall remain stationary and upright when empty in high winds, sustained or gusting up to 35 mph. **Bidders shall provide test results indicating that the carts will remain stable in winds of 35 miles per hour.**
4. Specify the wind force range (miles per hour) in which the carts will remain stable when empty from the front, side and back of the cart.
5. Carts shall be stable and not roll away when placed on uneven surfaces and meet the stability requirements set for in ANSI Z245.30-1999.
6. Any cart, which is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.

LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters.

1. The carts shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and will also prevent the cart from falling into the truck hopper.
2. The carts shall function with a mechanized collection system, both automated and semi-automated lifts.
3. The carts shall have both a dumping lip (upper lift point and/or "bib") and retention bar.
4. The upper lift point and/or "bib" shall be integrally molded into the body of the cart and be designed to withstand ten (10) years of lifter attachment service.
5. The lower lift and/or retention bar shall be designed to withstand ten (10) years of lifter attachment service and be one (1) inch outside diameter and (if applicable) be composed of composite material or 7/8 inch inside diameter and/or 16 gauge galvanized steel.
6. The retention bar shall be manufactured from galvanized or stainless steel metal or of rust free composite material.
7. The retention bar cannot be attached by means of screws, bolts, fasteners, etc. Carts with bolted on lower and/or retention bars are NOT acceptable.
8. The carts shall be compatible with standard American semi-automated bar locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). Carts shall meet the ANSI Z245.60-1999 dimensional requirements for Type B and G carts.

COLOR: All plastic parts are specifically engineered by the manufacturer to ensure complete even distribution of colorants and shall be stabilized against ultraviolet light attack. Color applies to plastic parts of both the cart body and lid.

1. The awarded vendor shall supply a sample of the color for approval within five (5) working days after the contract is awarded.

2. Carts shall be of a distinctive color impregnated into the plastic. Cart bodies and lids shall have a minimum of one half percent (1/2%) by weight of color mixture, hot compounded into the plastic material.
3. Orange County and the cart vendor will mutually determine the color “shades” of the cart bodies and lids prior to manufacturing.
4. The following specifies the designated color for the body and matching lid of the carts by type:

	<u>Body and Lid</u>
Recycle - 94-96 US gallons:	Black/Blue
Recycle - 64-66 US gallons:	Black/Blue
Garbage - 64-66 US gallons:	Black/Green
Garbage - 94-96 US gallons:	Black/Green

5. Painted carts are unacceptable.

MARKINGS AND IDENTIFICATION: Specific markings are required on all carts and the cost to produce the stamping plates and to print the graphics shall be included in the cart price.

1. All markings shall be done in one (1) inch white block letters.
2. Decals, stickers or surface paint is not acceptable either as markings or any other visible notations.
3. Markings shall be raised relief molded or hot-stamped at the option of Orange County.
4. The awarded vendor shall submit draft graphic proofs for review and approval to the Counties designated representative prior to production. Orange County reserves the right to amend the graphic size, change wording and add or delete graphics to be “placed” on the cart body and/or lid.
5. **Recycling and Garbage Carts:** Carts shall have Orange County’s logo hot stamped or in-mold graphics onto the top half of the two opposite sides (neither the front nor back) of the cart body. The logo shall be approximately 8 inches high by 8 inches wide. Camera ready artwork will be provided as well as the defined color(s) at the time the contract is awarded.
6. Instructions for the safe use of a cart shall be molded into each lid. Instructions will be approved by Orange County and be in both English and Spanish.
7. In addition to the logo, all carts and/or lids shall be clearly embossed with raised letters (no color), hot-stamped (color) or in-molded (color) into the cart’s body and/or lid as defined by this specification.
8. Each cart shall have a serial number hot stamped in white on the front face of its body and/or molded into the cart in a conveniently noticeable position on each

cart. Serial numbers shall be in sequence beginning with a number designated by Orange County. The awarded vendor shall maintain a file that will identify the date of manufacture by the serial number. Orange County shall specify the placement location and size upon award of this contract. Serial numbers are to be stamped on the front center of the cart. Orange County requires a nine (9)-digit serial number as follows: 1st two digits will be the year the cart was manufactured; 3rd digit will represent the size of the cart (94-96 = 9 and 64-66 = 6); the letter "G" for garbage and "R" for recycle and the last 6 digits will depict a sequential number designated by the County. As an example, serial number "**07 9 G 000001**" would represent that the cart was manufactured in 2007; the cart is 94-96 gallon cart; "G" is garbage and the serial number is "000001".

9. An arrow pointed in the direction of the front of the cart shall be molded into the top of the cart's lid.
10. Printed on the top of the lid in block letters not obstructing other information:

"KEEP LID CLOSED"

"PROPERTY OF ORANGE COUNTY"

"ILLEGAL TO REMOVE FROM PREMISES"

"PLACE CART WITH ARROW FACING STREET"

"NO HAZARDOUS WASTE"

"NO YARD WASTE"

11. **Recycling Carts:** "**RECYCLABLES ONLY**" with depictions of various recyclable materials (e.g. newspapers, cans, bottles, etc) shall be printed (prefer hot stamping or in-mold labeling) on the lid. Orange County will provide camera ready art work.
12. **Garbage Carts:** On the lid in block letters "**GARBAGE ONLY**" shall be printed (prefer hot stamping) on the lid.
13. **Load Rating:** The load rating of the cart shall be raised-relief molded into the lid. Load rating in pounds will be stated in both English and Spanish.
14. **Quality Control:** Contractor shall ensure that product quality is maintained to specification requirements. Vendors are required to provide Orange County with their Quality Control Process Procedure. Carts received may be randomly tested at the expense of Orange County. However, should a cart fail to meet the specified standards, the associated contractor shall be responsible for all expenses incurred in the testing and return of the defective material. In cases of discrepancies, the decision of the Manager of Orange County Utilities - Solid Waste will govern.

A cart will be chosen at random from each delivery for compliance testing with specifications set forth in this contract. If the cart does not meet specifications, ½

to 1% of the shipment will be chosen and inspected for specification compliance. If any of the additional carts tested fails to meet the specifications, the entire shipment will be considered not in compliance with the specifications.

The awarded vendor will be notified of the discrepancy and will have the following two options:

- Have the entire shipment returned, at the awarded vendor expense, to the factory for correction, or
- With the County's consent, pay the County the cost of making such corrections, if it is in the best interest of the County to do so.

Repeated failures to comply with bid specifications may result in default of the contract.

15. **Recycled Content:** Please state on the bid page the extent to which the cart is manufactured from recycled materials (metal, etc.) and the estimated value of recycled materials in cart. Also, state how much of the cart can be recycled after its useful life.

16. **Cart Compatibility With Truck Grabber/Lifting System:** Orange County may utilize the following testing program to verify the compatibility of the carts with a truck's grabber system to address the potential of carts falling into the hopper.

- Two sample carts, one 64/66 gallon cart and one 94/96 gallon cart from each bidder/manufacture whose product is being proposed will be filled with 200 pounds, picked up by the truck's grabber system and have the contents dumped into the truck hopper. This process will be repeated twenty-five (25) times. If any of the carts fall into the hopper once during this test, the bidder/cart vendor (manufacturer) fails the test.
- Should a test failure occur, the County has the option to repeat the test utilizing a different operator and/or truck to ensure that the test was not or is not influenced by the skills or inexperience of an operator as well as a possible defect in the truck's grabber system.
- If the County's testing program determines that the cart is not compatible with the truck's grabber/lifting system, the bidder/cart vendor (manufacturer) will be declared non-responsive. The time, date and location of the test will be advertised to all parties concerned.

RFID Tag: Each Roll Cart shall have a unique integrated RFID tag installed into the Roll Cart body. RFID tags shall be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz. RFID tags shall have an optimal operating temperature of - 40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC Global Gen 2 standards. RFID tag values shall be written and locked at time of Roll Cart production.

All RFID tags shall be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper-resistant. RFID tags placed inside of body of the Roll Cart are unacceptable. Adhesive or sticker RFID tags are unacceptable. Each RFID tag shall be tested at the manufacturing facility to ensure that it is working properly.

17. **Assembly And Distribution:** The Contractor shall retain responsibility of all Roll Carts until they are delivered to the resident.

The Contractor shall provide for the shipment of containers from the manufacturing plant, unloading loads of containers, assembling necessary parts, and distributing fully-assembled containers to residents in the designated delivery area(s).

The County will provide County-owned, fenced locations that can be used by the Contractor(s) for an assembly and distribution staging area. The County intends to provide at least one (1) site per Franchise Zone for this purpose. The locations provided in Attachment B are subject to change based on availability.

The County will provide the Contractor with detailed maps of the designated delivery area(s), staging areas, and current list of residential customers including the Roll Cart sizes required for each customer.

The Contractor shall provide all necessary equipment and labor required for the assembly and distribution of Roll Carts to specified residential customers during the designated assembly and distribution timeframe. The Contractor shall develop a production and delivery schedule, subject to approval by the County that meets the timeline in this Bid.

The Contractor shall provide qualified and sufficient assembly and distribution staff. In addition to a project manager, the Contractor shall provide supervisor-level, full-time employees of the company. The Contractor's designees shall work directly with County staff to solve any problems resulting from distribution services while that service is being provided.

All Contractor employees or subcontractors shall be dressed in an appropriate manner with shirts that identify the Contractor/subcontractor and appropriate safety gear, such as reflective clothing, shall be worn at all times. Contractor personnel shall be courteous with the public and County personnel at all times. Contractor personnel shall answer general questions from the public as appropriate, but shall direct them to County staff for details.

Contractor shall unload all delivery trailers in a timely manner and in a manner to mitigate noise. Contractor shall maintain a clean and orderly assembly and distribution site and immediately pick-up and/or clean-up any materials dropped while in the process of assembly or distribution.

All vehicles used by the Contractor in the distribution of containers shall be kept clean and presentable, and display County-designated project information to be determined by the County prior to assembly and distribution.

All distribution services shall start no earlier than 7:00 am and end no later than 8:00 pm Monday through Saturday. No distribution or exchange services shall take place outside of those times unless approved by the Contract Manager or designee.

The Roll Carts shall be nested during shipment. Roll Carts may be assembled at designated County staging areas. Contractor shall assemble and distribute in all but extreme weather conditions as defined by the County.

Contractor personnel shall distribute County-provided educational and promotional materials by fastening it to the Roll Cart in a County-approved, weatherproof manner at the time of distribution.

Roll Carts shall be placed at the resident's curb during the assembly and distribution timeframe. Roll Carts shall not block driveways, mailboxes, or provide any other similar inconvenience to residents.

The Contractor shall provide County assembly and distribution data in electronic, real-time format in order for the County to track the progress of Roll Cart distribution services. The tracking system shall be web-based, and the County shall be provided with access to reports detailing delivery of Roll Carts by address each day and any delivery failures. Contractor shall make assembly and distribution data available to the County or County designee.

Any Roll Cart determined to be Non-Deliverable shall be assigned an appropriate Non-Deliverable code by the assembly and distribution crew at the time of attempted delivery. The County will provide a pre-determined list of Non-Deliverable codes. Contractor supervisors shall verify, and document if possible, all Non-Deliverables the Day of attempted delivery. Should a Non-Deliverable be deemed an error, the Contractor shall provide Roll Cart delivery to the resident with no additional charge to the County prior to December 28, 2015.

Contractor shall perform pre-assembly and distribution data tracking tests with the electronic tracking system as requested by the County.

18. **Asset Management:** Contractor's shall create, provide, and maintain a manufacturing database for the County that includes each Roll Cart's RFID tag identification, serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size. The Contractor shall maintain this database for the life of the contract and include additional container information with future purchases. Contractor shall provide manufacturing database to the County at least forty-eight (48) hours in advance of assembly and distribution.

In addition, at the time and point of delivery, the Contractor shall capture the RFID tag, date, time, latitude/longitude of the Roll Cart's delivery point, and the unique handheld device identification number, and associate it with the previously prescribed databases including the residential address and folio number to which the Roll Cart is assigned. The Contractor shall maintain an electronic file of the Roll Cart address assignments and present it to the County in an acceptable electronic format as described in the Assembly and Distribution Section.

19. **Roll Cart Re-Purchase Option:** Contractor shall agree to the re-purchase of unusable Roll Carts for the purposes of recycling the plastic materials. The Contractor agrees to purchase the plastic materials at an agreed upon fair market price and recycle all plastic.

20. **Transition Requirement:** During any transition period occurring at the end of this Contract, the Contractor shall cooperate with the County and the incoming vendor with whom the County will be contracting upon the termination of this Contract.

(ADDITIONAL QUANTITIES TO BE ORDERED AS NEEDED FOR THE REMAINDER OF THE CONTRACT TERM)

ITEM NO	<u>DESCRIPTION</u>	PRICE PER <u>CART</u>	ANNUAL ESTIMATED NUMBER OF <u>CARTS</u>	TOTAL ESTIMATED <u>BID</u>
13	94 – 96 Gallon Garbage Cart Black/Green	\$_____	x 20,000 x 3years =	\$_____

Manufacturer

Model Number

14	94 – 96 Gallon Recycling Cart Black/Blue	\$_____	x 20,000 x 3years =	\$_____
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Manufacturer

Model Number

15	64 – 66 Gallon Garbage Cart Black/Green	\$_____	x 2500 x 3years =	\$_____
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Manufacturer

Model Number

16	64-66 Gallon Recycle Cart Black/Blue	\$_____	x 2,500 x 3years =	\$_____
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Manufacturer

Model Number

TOTAL ESTIMATED BID FOB DESTINATION LOT B: \$_____
(Items 9 through 16)

Company Name

SUMMARY OF REQUIRED SPECIFICATION INPUTS

Specify the type of resin used to manufacture the cart body and lid.

64-66 US gallons Body and Lid

94-96 US gallons _____ and _____

Specify the complete resin weight of the cart body and lid for each cart sizes in pounds.

64-66 US gallons Body and Lid

94-96 US gallons _____ and _____

Specify the percentage by weight of UV stabilizer added, if different by cart size.

64-66 US gallons Percent

94-96 US gallons _____

Specify the cart's external dimensions; Height, Width and Depth in inches:

64-66 US gallons H x W x D

94-96 US gallons _____

Specify the total capacity for each of the different sized cart bodies to the nearest gallon (excluding the lid):

64-66 US gallons Gallons

94-96 US gallons _____

Specify the load rating in pounds for each size of cart:

64-66 US gallons Pounds

94-96 US gallons _____

Specify the nesting ratio for each cart size.

	Ratio with Wheels	Ratio	without
Wheels	64-66 US gallons _____	_____	
	94-96 US gallons _____	_____	

Specify the thickness in inches for cart body and bottom section.

Body Thickness _____ Bottom Thickness _____
64-66 US gallons _____
94-96 US gallons _____

Specify the type of wheel construction and the size (Diameter and Width) in inches of the wheels for each cart:

D x W
64-66 US gallons _____
94-96 US gallons _____

Specify the type of axle construction and the size (Diameter) in inches of the axle for each cart:

Diameter
64-66 US gallons _____
94-96 US gallons _____

Specify the wind force range (miles per hour) in which the carts will remain stable when empty.

Wind Force
64-66 US gallons _____
94-96 US gallons _____

Specify if the manufacturing process is rotational or injection molding.

Process
64-66 US gallons _____
94-96 US gallons _____

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

Delivery shall be as specified per Special Terms and Conditions #8.

Inquiries regarding this Invitation for Bids may be directed to Perry Davis, Senior Purchasing Agent, at telephone number (407) 836-5638.

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.

Choose what applies from the following:

Delivery shall be not later than December 19, 2015 After Receipt of Order (ARO) per Special Terms and Conditions.

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

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 #1, page 15.
- C. Completed attached reference documentation.
- D. Descriptive literature or detailed specifications for goods proposed.
- E. Bid Bond or Certified or Cashier's check per Special Terms and Conditions #19, page 23.
- F. Submit technical data sheets from resin producer, page 34, Plastic Material.
- G. Submit a statement Certifying that all plastic resin and additives will be Hot-Melted blended, page 34.
- H. Submit a independently certified copy of all ANSI test results, Pages 34-35.
- I. Submit a copy of the written warranty, pages 19 and 35.

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: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. 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, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or 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 goods or 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. Y15-167 PD

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.Y15-167 PD

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.Y15-167 PD Garbage and Recycle Carts**, 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)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term

includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the

matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

This is the initial Form:

This is a Subsequent Form:

Part I

Please complete all of the following:

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

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

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

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

7. Name and address of individual or business
entity: _____
Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business
entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part III

Original signature and notarization required

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

Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

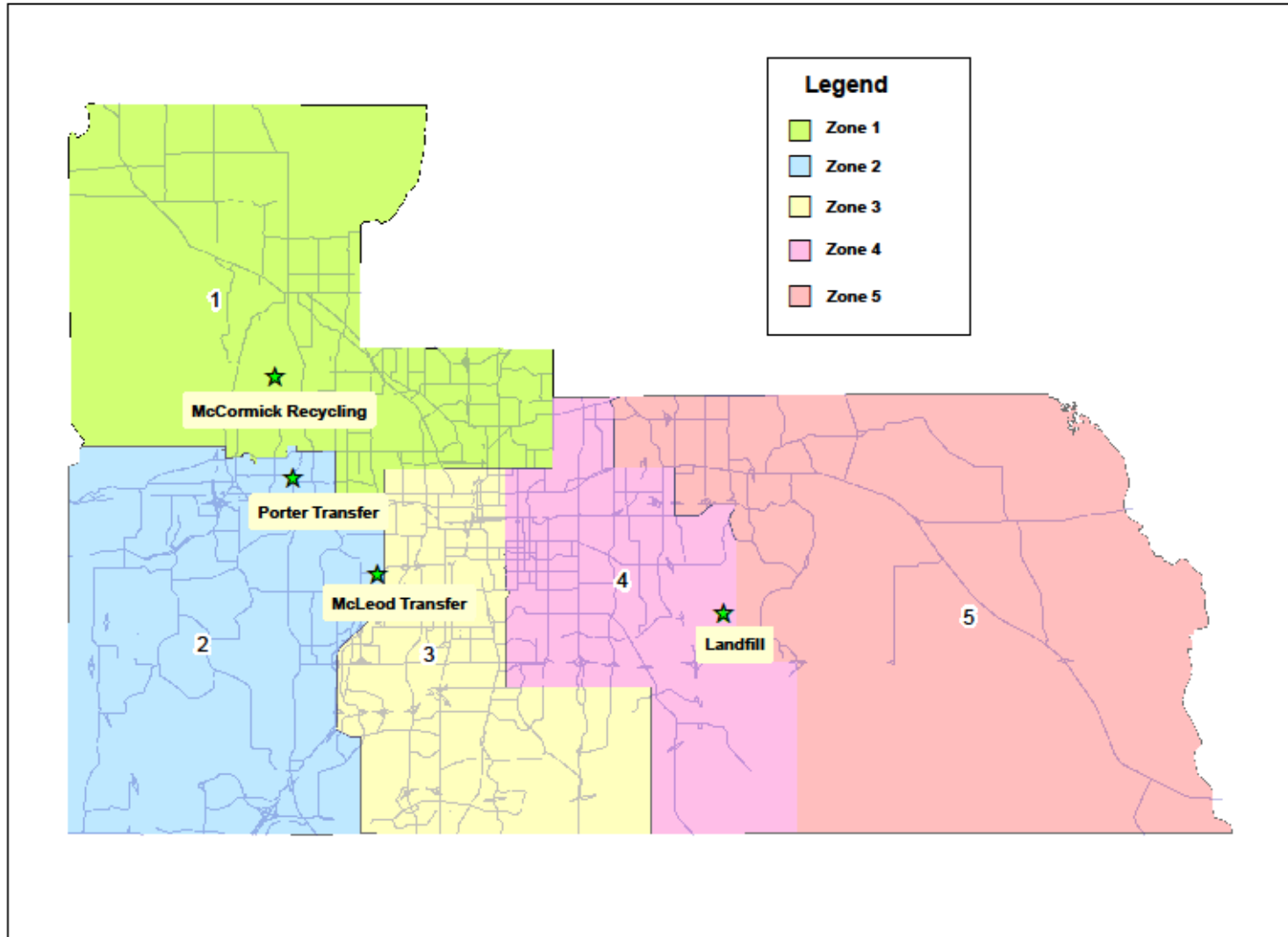
Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

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

ATTACHMENT A

Hauler Collection Zones



ATTACHMENT B

County-Provided Assembly and Distribution Sites

(Locations may be subjected to change)

- Zone 1:** 701 McCormick Road, Apopka FL 32703
- Zone 2:** 1326 Good Homes Road, Orlando FL 32818
- Zone 3:** 2528 Tandori Circle, Orlando FL 32802
- Zone 4:** 5901 Young Pine Road, Orlando FL 32829
- Zone 5:** 5901 Young Pine Road, Orlando FL 32829

ATTACHMENT C

FRANCHISE AREA DESCRIPTIONS

ZONE 1 – Estimated Household Count – 40,164

Begin at the southeast corner of Section 19, Township 22 South, Range 29 East; thence West to the centerline of Hiawassee Road; thence North to the centerline of Silver Star Road (S.R. 438); thence West to the southerly extension of the west boundary of 8505 Silver Star Road; thence North to the north line of Section 15, Township 22 South, Range 28 East; thence West to the centerline of Johio Shores Road; thence south to the easterly extension of the north boundary of 2512 Johio shores Road; thence West to the shore line of Lake Johio; thence Southerly along said shore line to the north boundary of 2510 Johio Shores Road; thence East to the centerline of Johio shores road; thence South to the centerline of Silver Star Road; thence West along said centerline to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 17, Township 22 South, Range 28 East; thence South to Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 17; thence West to the easterly shore line of Lake Starke; thence meander northerly and northwesterly along said shore line to the west line to the Northeast 1/4 of said Section 17; thence North to the centerline of Silver Star road; thence West along said centerline to the centerline of Ocoee-Apopka Road (C.R. 438); thence North to the south line of Section 7, Township 22 South, Range 28 East; thence West to the southeast corner of Section 11, Township 22 South, Range 27 East; thence West along the south line of said Section 11 and the westerly extension thereof to the Orange County boundary line on the westerly shore line of Lake Apopka; thence the following ten (10) courses along the Orange County boundary; (1) meander northwesterly along said shore line to the west line of Range 27 East; (2) thence North to the southerly shore line of Lake Beauclair; (3) thence meander northerly along said shore line to the north line of Township 20 South; (4) thence East to the Wekiva River; (5) thence meander southwestly along the Wekiva River to the east line of Township 28 East; (6) thence South to the northwest corner of Section 30, Township 21 South, Range 29 East, (7) thence East to the northeast corner of Section 25, Township 21 South, Range 29 East; (8) thence South to the northwest corner of Section 30, Township 21 South, Range 30 East; (9) thence East to the northeast corner of Section 29, Township 21 South, Range 30 East; (10) thence South to the southeast corner of Section 32, Township 21 South, Range 30 East; thence, leaving the Orange County boundary, West to the northeast corner of Section 5, Township 22 South, Range 30 East; thence South to the southeast corner of Section 17, Township 22 South, Range 30 East; thence West to the Northeast corner of Section 19, Township

22 South, Range 29 East; thence South to the point of beginning. LESS the areas within the incorporated cities of Orange County.

ZONE 2 – Estimated Household Count – 38,086

Begin at the southeast corner of Section 19, Township 22 South, Range 29 East; thence West to the centerline of Hiawassee Road; thence North to the centerline of Silver Star Road (S.R. 438); thence West to the southerly extension of the west boundary of 8505 Silver Star Road; thence North to the north line of Section 15, Township 22 South, Range 28 East; thence West to the centerline of Johio Shores Road; thence south to the easterly extension of the north boundary of 2512 Johio Shores Road; thence West to the shore line of Lake Johio; thence Southerly along said shore line to the north boundary of 2510 Johio Shores Road; thence East to the centerline of Johio Shores road; thence South to the centerline of Silver Star Road; thence West along said centerline to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 17, Township 22 South, Range 28 East; thence South to Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 17; thence West to the easterly shore line of Lake Starke; thence meander northerly and northwesterly along said shore line to the west line to the Northeast 1/4 of said Section 17; thence North to the centerline of Silver Star road; thence West along said centerline to the centerline of Ocoee-Apopka Road (C.R. 438); thence North to the south line of Section 7, Township 22 South, Range 28 East; thence West to the southeast corner of Section 11, Township 22 South, Range 27 East; thence West along the south line of said Section 11 and the westerly extension thereof to the Orange County boundary line on the westerly shore line of Lake Apopka; thence the following three (3) courses along the Orange County boundary; (1) meander southeasterly along said shore line to the west line of Range 27 East; (2) thence South to the southwest corner of Section 31, Township 24 South, Range 27 East; (3) thence East to the southeast corner of Section 36, Township 24 South, Range 28 East; thence, leaving the Orange County Boundary, North along the east line of Range 28 East to the centerline of Central Florida Parkway; thence Westerly along the centerline of Central Florida Parkway to the centerline of Interstate 4 (S.R. 400); thence Northerly and Northeasterly along the centerline of Interstate 4 (S.R. 400) to the west line of Section 17, Township 23 South, Range 29 East; thence North to a point on the west line of Section 29, Township 22 South, Range 29 East that intersects with the westerly extension of the south line of 4740 Church Street; thence East to the southerly extension of the centerline of Channing Avenue; thence North to and along said centerline to the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 29; thence East to the east boundary of 19 Mission Road; thence North to the southwest corner of 4690 Old Winter Garden Road; thence East to the west boundary 4650 Old Winter Garden Road; thence North to the centerline of Old Winter

Garden Road; thence Westerly along said centerline to the west line of said Section 29; thence North to the point of beginning. LESS the areas within the incorporated cities of Orange County.

ZONE 3 – Estimated Household Count – 41,280

Begin at the northeast corner of Section 24, Township 22 South, Range 29 East; thence South along the east line of Range 29 East to the centerline of Grant Street; thence West to the centerline of Shine Avenue; thence South to the westerly extension of the north boundary of 2321 S. Shine Avenue; thence East the northeast corner of said property; thence South to the southwest corner of 2532 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 2746 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of said property; thence East the centerline of Ferncreek Avenue; thence South to the centerline of Illiana Street; thence West to the northerly extension of the west boundary of 2800 S. Ferncreek Avenue; thence South to the northwest corner of 2818 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 2828 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of said property; thence East to the northwest corner of 2830 S. Ferncreek Avenue; thence South to the centerline of Pineloch Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the south boundary of 1510 E. Pinelock Avenue; thence West to the southwest corner of said property; thence South to the northerly boundary of 2922 S. Ferncreek Avenue; thence Northwesterly to the west corner of said property; thence Southeasterly to the southeast corner of said property; thence continue Southeasterly to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 3006 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of 3014 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 3208 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of 3308 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the westerly extension of the north boundary of 4425 S. Ferncreek Avenue; thence East to the northeast corner of said property; thence South to the southeast corner of said property; thence West to the northeast corner of 1605 Stevens Avenue; thence South to the southeast corner of said property; thence Southeasterly to the northeast corner of 4501 S. Ferncreek Avenue; thence South to the southeast corner of 4505 S.

Ferncreek Avenue; thence West to the northeast corner of 4507 S. Ferncreek Avenue; thence South to the southeast corner of 4511 S. Ferncreek Ave; thence Southeasterly to the northeast corner of 4601 S. Ferncreek Avenue; thence South to the northwest corner of 1615 Poe Avenue; thence East to the northeast corner of 1647 Poe Avenue; thence South to the northwesterly shore line of Lake Conway; thence meander Southwesterly along said shore line to the east line of Range 29 East; thence South to the south line of Township 23 South; thence East to the east line of Range 30 East; thence South to the south line of Township 24 South (Orange County boundary line); thence West along the Orange County boundary line to the east line of Range 28 East; thence, leaving the Orange County Boundary, North along the east line of Range 28 East to the centerline of Central Florida Parkway; thence Westerly along the centerline of Central Florida Parkway to the centerline of Interstate 4 (S.R. 400); thence Northerly and Northeasterly along the centerline of Interstate 4 (S.R. 400) to the west line of Section 17, Township 23 South, Range 29 East; thence North to a point on the west line of Section 29, Township 22 South, Range 29 East that intersects with the westerly extension of the south line of 4740 Church Street; thence East to the southerly extension of the centerline of Channing Avenue; thence North to and along said centerline to the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 29; thence East to the east boundary of 19 Mission Road; thence North to the southwest corner of 4690 Old Winter Garden Road; thence East to the west boundary 4650 Old Winter Garden Road; thence North to the centerline of Old Winter Garden Road; thence Westerly along said centerline to the west line of said Section 29; thence North to the northwest corner of Section 20, Township 22 South, Range 29 East; thence East to the point of beginning. LESS the areas within the incorporated cities of Orange County.

ZONE 4 – Estimated Household Count – 41,429

Begin at the northeast corner of Section 24, Township 22 South, Range 29 East; thence South along the east line of Range 29 East to the centerline of Grant Street; thence West to the centerline of Shine Avenue; thence South to the westerly extension of the north boundary of 2321 S. Shine Avenue; thence East the northeast corner of said property; thence South to the southwest corner of 2532 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 2746 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of said property; thence East the centerline of Ferncreek Avenue; thence South to the centerline of Illiana Street; thence West to the northerly extension of the west boundary of 2800 S. Ferncreek Avenue; thence South to the northwest corner of 2818 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 2828 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of said property; thence East to the northwest corner of 2830 S. Ferncreek

Avenue; thence South to the centerline of Pineloch Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the south boundary of 1510 E. Pinelock Avenue; thence West to the southwest corner of said property; thence South to the northerly boundary of 2922 S. Ferncreek Avenue; thence Northwesterly to the west corner of said property; thence Southeasterly to the southeast corner of said property; thence continue Southeasterly to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 3006 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of 3014 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the easterly extension of the north boundary of 3208 S. Ferncreek Avenue; thence West to the northwest corner of said property; thence South to the southwest corner of 3308 S. Ferncreek Avenue; thence East to the centerline of Ferncreek Avenue; thence South to the westerly extension of the north boundary of 4425 S. Ferncreek Avenue; thence East to the northeast corner of said property; thence South to the southeast corner of said property; thence West to the northeast corner of 1605 Stevens Avenue; thence South to the southeast corner of said property; thence Southeasterly to the northeast corner of 4501 S. Ferncreek Avenue; thence South to the southeast corner of 4505 S. Ferncreek Avenue; thence West to the northeast corner of 4507 S. Ferncreek Avenue; thence South to the southeast corner of 4511 S. Ferncreek Ave; thence Southeasterly to the northeast corner of 4601 S. Ferncreek Avenue; thence South to the northwest corner of 1615 Poe Avenue; thence East to the northeast corner of 1647 Poe Avenue; thence South to the northwesterly shore line of Lake Conway; thence meander Southwesterly along said shore line to the east line of Range 29 East; thence South to the south line of Township 23 South; thence East to the east line of Range 30 East; thence South to the south line of Township 24 South (Orange County boundary line); thence East along the Orange County boundary line to the east line of Range 31 East; thence North to the northeast corner of Section 36, Township 23 South, Range 31 East; thence West to the southeast corner of the southwest 1/4 of Section 27, Township 23 South, Range 31 East; thence North to the northeast corner of the northwest 1/4 of Section 3, Township 23 South, Range 31 East, thence continue North to the centerline of Alafaya Trail; thence Northerly along the centerline of Alafaya Trail to the centerline of Lake Underhill Road; thence Westerly along the centerline of Lake Underhill Road to the centerline of Dean Road; thence North to the northeast corner of Section 19, Township 22 South, Range 30 East; thence West to the northeast corner of 1765 Rivers Edge Drive; thence North to the centerline of East Colonial Drive (S.R. 50); thence Southwesterly to the centerline of Rivers Edge Drive; thence South to the north line of said Section 19; thence West to the centerline of Goldenrod Road; thence Northerly along said centerline to the centerline of Aloma Avenue (SR 426); thence Northeasterly along the centerline of Aloma Avenue to the north line of Section 2, Township 22, South, Range 30 East (Orange County boundary line); thence West along the Orange County boundary line to the southeast corner of Section 32, Township 21 South, Range 30 East; thence, leaving the Orange County boundary, West to the northeast corner of Section 5, Township 22 South, Range 30 East; thence South to the southeast corner of Section 17, Township 22 South, Range 30 East; thence West to the point of beginning. LESS the areas within the incorporated cities of Orange County.

ZONE 5 – Estimated Household Count – 42,968

Begin at the point where the centerline of Aloma Avenue (SR 426) intersects the north line of Section 2, Township 22, South, Range 30 East (Orange County boundary line); thence East along the Orange County boundary line to the St. John's River (Orange County boundary line); thence meander Southerly along said river (Orange County boundary line) to the south line of Township 24 South (Orange County boundary line); thence West along the Orange County boundary line to the east line of Range 31 East; thence North to the northeast corner of Section 36, Township 23 South, Range 31 East; thence West to the southeast corner of the southwest 1/4 of Section 27, Township 23 South, Range 31 East; thence North to the northeast corner of the northwest 1/4 of Section 3, Township 23 South, Range 31 East, thence continue North to the centerline of Alafaya Trail; thence Northerly along the centerline of Alafaya Trail to the centerline of Lake Underhill Road; thence Westerly along the centerline of Lake Underhill Road to the centerline of Dean Road; thence North to the northeast corner of Section 19, Township 22 South, Range 30 East; thence West to the northeast corner of 1765 Rivers Edge Drive; thence North to the centerline of East Colonial Drive (S.R. 50); thence Southwesterly to the centerline of Rivers Edge Drive; thence South to the north line of said Section 19; thence West to the centerline of Goldenrod Road; thence Northerly along said centerline to the centerline of Aloma Avenue (SR 426); thence Northeasterly along the centerline of Aloma Avenue to the point of beginning. LESS the areas within the incorporated cities of Orange County.

Attachment D
PERFORMANCE BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor _____

Address _____

Phone Number _____

Corporation, Partnership or Individual _____

hereinafter referred to as the Contractor, as Principal, and

Name of Surety _____

Address _____

Phone Number _____

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

WHEREAS, the Contractor has entered into Contract No. Y15-167-PD with the "County", also referred to herein as the OWNER, for the project entitled: >title, >site address/legal description of the property with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

>General description of the Work: _____

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

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

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

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

Signed and sealed this the _____ day of _____, 20 .

CONTRACTOR, AS PRINCIPAL

WITNESS:

_____ BY: _____
 Firm Name
 Signature

 Type Name and Title

_____ SURETY _____
 AGENT FOR SURETY
 Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

_____ PHONE _____

Licensed Florida Insurance Agent? Yes _____ No _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

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

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

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

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

Notary Public

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

Personally Known _____ or Produced Identification _____

Type of Identification: _____

Attachment E
BID BOND

BOND NUMBER _____

STATE OF FLORIDA)
SS
COUNTY OF ORANGE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal,
and _____, as Surety, are held firmly bound unto
Orange County, Florida, in the penal sum of: \$250,000 _____

_____ Dollars **(Ten percent {10%} of base bid if no amount
entered)**

Two Hundred Fifty Thousand Dollars

lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Bid, dated the _____ day of _____, **20** , for a Contract entitled: **>title, IFB Y5-144-PD.**

NOW THEREFORE, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Orange County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above written parties have executed this instrument under their several seals this the _____ day of _____, **20** , the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned, pursuant to authority of its governing body.

CONTRACTOR-PRINCIPAL:

SURETY:

NAME OF BUSINESS ENTITY

NAME OF SURETY

SIGNATURE

SIGNATURE: SURETY AGENT

(SEAL)

(SEAL)

TYPE NAME AND TITLE

TYPE NAME AND TITLE

BUSINESS ADDRESS

BUSINESS ADDRESS

TELEPHONE

TELEPHONE

Licensed Florida Insurance Agent? Yes _____ No _____

License Number: _____

STATE OF _____)

COUNTY OF _____

_____)

SS CITY OF _____)

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

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

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

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

Notary Public

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

Personally Known _____ or Produced Identification _____

Type of Identification: ____

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: _____

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/EXPIRA TJON 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

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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.