

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Issue Date: March 14, 2019
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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:

**INVITATION FOR BIDS #Y19-1047-AH
PEST CONTROL SERVICES
FOR THE ORANGE COUNTY CONVENTION CENTER
TERM CONTRACT**

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

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

BID SUBMISSION DUE DATE:

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, April 16, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-BID CONFERENCE:

A **Non-Mandatory Pre-Bid Conference** will be held on **Thursday, March 28, 2019, 2:00PM**, located at the **Orange County Convention Center, 9899 International Drive, South Concourse, Conference Room S231A, Orlando, Florida 32819**. Attendance is not mandatory but is encouraged.

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 Alina Hernández Fernández, Purchasing Agent at Alina.Hernandez@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Alina.Hernandez@ocfl.net, no later than 5:00 PM **Tuesday, April 2, 2019** to the attention of Alina Hernández Fernández, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

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 the Procurement Division representative specified on the cover page of this Invitation for Bids. 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. NO BID

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

7. 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.

8. 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. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

9. 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 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 will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

10. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

11. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

12. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

19. 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 contacting 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. DRUG-FREE WORKPLACE FORM

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

25. 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".

26. CONFLICT OF INTEREST FORM

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

27. 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.

28. 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**
- D. Phone Number 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.

29. 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.

30. 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.

31. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

39. SEVERABILITY

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

40. 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.

41. 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.

42. 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.

43. **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.

44. **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 all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. 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.

45. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders 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.

46. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

47. SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is **not**:
 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
 - F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
 - G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

48. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty-four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding one (1) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

49. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. 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.

2. BID ACCEPTANCE PERIOD

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

3. AWARD

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

4. POST AWARD MEETING

Within **ten** (10) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

5. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **twenty-four (24)** calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

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

The Contractor shall, within **one** (1) calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

6. 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.

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.**

7. 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.

8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

Any good delivered under a contract resulting from this bid shall be accompanied by a Safety Data Sheet (SDS). The SDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

10. CODES AND REGULATIONS

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

11. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment

for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Convention Center
Business Division, Accounts Payable
P.O.Box 691509
Orlando, FL 32869-1509
EMAIL: occc-ap@ocfl.net

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

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.

12. MEASUREMENTS

The linear footage noted are only estimates. Bidders shall be responsible for their own measurements and shall submit a firm price accordingly. There shall be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Bidders during inspection. Failure to do so shall be at Bidder's risk.

13. DEBRIS

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

14. 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:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)

- National Fire Protection Association (NFPA)
 - 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>

15. **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

Pesticide / Herbicide Application Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

16. CONTRACT TERM/RENEWAL

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

17. PRICING

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

18. PRICE ESCALATION/DE-ESCALATION (CPI)

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

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

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

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

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

CPI-U Calculation Example:

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

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the

contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

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

19. METHOD OF ORDERING

The County shall issue Delivery Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

20. ATTACHMENTS

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

- A. Attachment A – Orange County Convention Center Parking Pass and Directions
- B. Attachment B – Layouts for North/South Concourse
- C. Attachment C – Layouts for West Concourse
- D. Attachment D – Orange County Convention Center LEED EB+OM Certification, Integrated Pest Management Plan (IPM)

21. 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.

22. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

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 Registered 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 prime 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 a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

1. OVERVIEW

The Contractor shall be responsible for the prevention, control, and eradication of ALL pests, including but not limited to roaches, rats, mice, wasps, flies, ants, flying insects, fleas, gnats, fruit flies, and other pests, including termites and birds, at the Orange County Convention Center (OCCC).

2. BACKGROUND

A. The OCCC's operations and activities are time sensitive. These operations involve setting up and dismantling trade shows and other type of events, both domestic and international. Extremely large volumes of freight are moved through the OCCC annually.

B. Food service is an integral part of OCCC's operations with a very high volume of food production. Food is served throughout the OCCC.

1. West Building

The OCCC's West Concourse has approximately four (4) million square feet, including 1.1 million contiguous square feet of exhibit hall space, located on a 126 acre site. The building also includes 91,000 square feet of food service space and 310,000 square feet of meeting room space. In addition, the West Building includes outlying buildings and parking garages as reflected in Attachment C. The OCCC services approximately 1 million visitors per year. The West Entrance is approximately 31,000 square feet of space.

2. North/South Building

The OCCC's North/South Concourse has approximately 3 million square feet, including 950,282 contiguous square feet of exhibit hall space, located on a 230 acre site. Also included are approximately 183,300 square feet of food service space and 166,000 square feet of meeting room space. In addition, the concourse includes outlying buildings as reflected in Attachment B.

3. SCOPE OF SERVICES

The Contractor shall be responsible for the prevention, control, and eradication of **ALL** pests, including but not limited to roaches, rats, mice, wasps, flies, ants, flying insects, fleas, gnats, fruit flies, and other pests (including termites and birds, as specified in Line Items 6 & 7 on the Bid Response Form). The OCCC requires an aggressive, comprehensive service that is preventative in nature and not reactionary.

The Contractor shall furnish all tools, equipment, supplies, labor, services, and other means necessary to accomplish the eradication of all existing infestation of pests and to prevent their re-infestation of the OCCC as described within this document. A thorough inspection by the Contractor's Entomologist shall be made to locate areas of infestation within five (5) calendar days after the post award meeting. A written report shall be provided in seven (7) calendar days upon completion of the inspection.

A. Hours of Performance:

1. Standard Hours: Standard working hours for this contract are Monday through Friday, 6:00 AM to 6:00 PM.
2. Non-Standard Hours: Non-standard working hours for this contract are Monday through Friday, 6:00PM to 6:00AM, Weekends, all hours, and County Holidays.

County Approved Holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

- B. The Contractor shall submit a service schedule that takes into consideration show activity and OCCC schedules. Work shall normally be performed during standard hours. The OCCC may require some services be performed during Non-Standard hours, based upon the operational requirements and show schedules of the Center. The Contractor shall submit the service schedule to OCCC designated representative for approval prior to commence of services.
- C. The treatment utilized shall be an integrated pest service program including inspection, recommendation for pest proofing (including but not limited to, caulking, and sealing). Low-odor and non-flammable products, baits and dusts shall be utilized.
- D. All chemicals and methods utilized shall be in compliance with all applicable Federal, State and Local, Health, Welfare and Sanitation Laws.
- E. The OCCC has achieved for LEED certification in the North/South Concourse and is currently working on LEED certification for the West Concourse. The Integrated Pest Management Plan (Attachment D) shall be utilized unless otherwise indicated by the County in writing.
- F. Pest control materials/equipment shall not be stored on the job site when the Contractor is not working, without express approval of the OCCC's designated representative.

- G. Prior to starting a task, the Contractor shall secure the OCCC designated representative's approval of the scheduled work and the anticipated time for completion.
- H. The Contractor shall submit a written/typed service report to the OCCC designated representatives within twenty-four (24) hours of work completion (scheduled or unscheduled). The report shall include the date service was performed, time-in and time-out, area serviced, and type of service performed. The report shall include any deficiencies or abnormal problems encountered (including but not limited to, pest proofing, sealing holes, screen/crack repairs). The OCCC will be responsible for deficiencies/abnormal conditions encountered.
- I. The Contractor's service representative(s) will be issued an OCCC I.D. badge which shall be worn by the service representative whenever visiting the job site. Contractor's service employees shall, at all times, be clearly identified by the wearing of full uniforms with Contractor's company name and logo. Vehicles shall be identified with company name and logo.
- J. The Contractor shall submit a current (no more than 30 days old) completed Level 1 background check each contract year to the OCCC's designated representative for each employee that will perform any work under this contract, at the Contractor's expense, before performing any work. Clearance may be denied based on the results of the background check.

Level 1 (past five years)

- Identification Verification
- Selective Service Status (registered/unregistered)
- FDLE Automated Criminal Record
- Clerk of Courts by County of Residence
- Employment Verification
- DMV by State of Residence
- Military Service Verification
- Professional License and Certification Check

Drug Screen – Five Panel

- Amphetamines
- Cocaine Metabolites
- Marijuana Metabolites
- Opiate Metabolites
- Phencyclidine

- K. The Contractor and its employees shall conduct themselves in a professional and courteous manner at all times and shall perform all services in a manner that causes the least disruption to OCCC's operations. The OCCC reserves the right to have the Contractor remove any employee for inappropriate behavior. All services shall be rendered by full-time employees of the Contractor. Subcontracting of any services under the contract is prohibited.

- L. The Contractor shall designate one employee to function as its Account Supervisor (non-working supervisor) for its services. The Account Supervisor shall review the quality of all services performed and shall ensure the OCCC's satisfaction. Contractor shall also designate a different employee as a working supervisor for the performance of its services.

- M. Areas in general to be treated, but are not limited to are:
 - 1. Offices and hallways
 - 2. Electrical and mechanical rooms
 - 3. Storage closets and other storage areas
 - 4. Lobbies, meeting rooms, and public spaces
 - 5. Exhibit halls
 - 6. Meeting rooms
 - 7. Medical rooms
 - 8. Restrooms and janitorial closets
 - 9. Food courts, concession stands, cafeterias, lounges
 - 10. Kitchens; food preparation and holding areas
 - 11. Food storage rooms
 - 12. Receiving docks, basins, trash compactors and dumpster areas
 - 13. Parking garages (on-site and off-site), on-site parking areas
 - 14. Roofs
 - 15. Building perimeter
 - 16. Elevator rooms
 - 17. Break areas
 - 18. Stairwells
 - 19. Guard booths and tollbooths
 - 20. Outlying buildings
 - 21. Tunnels

4. REMOVAL OF DEBRIS

- A. The Contractor shall at all times keep the premises free of the accumulation of waste materials, including broken/damaged traps, carcasses, or debris caused by its operations. If the Contractor fails to clean up, the OCCC's cost of having the task performed shall be charged to the Contractor.

- B. The Contractor shall ensure debris is completely removed from drains/traps that may harbor insects.

5. FOOD SERVICE AREA PREP TRAINING

- A. The Contractor's Entomologist shall provide training classes in sanitation and pest prevention to minimize infestations and proper disposal procedures to all OCCC and Food and Beverage service employees as needed.

6. SAFETY

- A. The Contractor shall furnish a list of materials to be used in the performance of the Contract and include a **Safety Data Sheet (SDS)** on each product to the OCCC's designated representative (one original and two copies). All submitted Safety Data

Sheets shall be in compliance with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. The data sheets shall clearly identify the purpose of each product, any hazards associated with the use of each product, the precautions which are to be taken by Contractor to minimize such hazards, the area where each substance is to be applied and any adverse effect the product may have on surrounding materials. Contractor shall be responsible for, and shall indemnify the OCCC from and against, all losses, costs, and damages resulting from the use of such products. All SDS must be approved in advance before the Contractor may use the chemicals at the OCCC.

- B. The Contractor's employees shall be instructed in measures to take in the event of an emergency.
- C. The employees shall be instructed in all aspects of the applicable SDS for all chemicals to be utilized at the OCCC. This training shall be conducted annually, as a minimum, and a list of attendees shall be available to the OCCC Designated Representative upon request.

7. FREQUENCY OF SERVICE

The Contractor shall:

- A. The Contractor shall service food and Beverage areas and all adjacent areas, at a minimum, weekly.
- B. The Contractor shall service all freight elevators, at a minimum, weekly.
- C. The Contractor shall service all exhibit space, meeting rooms, public elevators, public areas and offices, at a minimum, monthly.
- D. The Contractor shall arrange treatment with the OCCC's Designated Representative and OCCC's Food and Beverage Service Concessionaire's representatives to prevent interruption of normal business schedules/routines/operations.
- E. Should there be any critical and persistent problem or unforeseen emergency, the Contractor's Entomologist shall inspect the needed areas and direct on which necessary services would be required to bring pests under control and maintain control at no extra cost to the OCCC. Also, (a) If an infestation of pest/insects occurs between the regularly scheduled applications, the Contractor shall retreat the area(s) as needed, regardless of the number of necessary revisits, at no additional charge to the County, and (b) If services are required due to acts or omissions of the Contractor, the costs of such work are borne solely by the Contractor.
- F. The Contractor shall provide and maintain a current list of emergency numbers for 24-hour emergency response. The Contractor shall initiate remedial action within two (2) hours of notification. Should Contractor fail to respond within two (2) hours, the OCCC reserves the right to take necessary measures to respond to the emergency, including contracting with another contractor to resolve the emergency. Contractor's failure to respond to the emergency shall be billed back to the Contractor at the County's incurred cost.

- G. The Contractor, its officers, employees, agents, and representatives shall have access to the OCCC for the performance of its services and for inspection purposes at all reasonable times. Access to tenant space and/or key entry shall be coordinated through the OCCC.

8. COCKROACH AND OTHER INSECT CONTROL

- A. The Contractor shall treat all areas systematically with odorless pesticides that have long lasting residual properties.
- B. The Contractor shall treat all ceiling voids, extensive cracks and crevices, with ultra low volume fog application.
- C. The Contractor shall provide one (1) week advance notice to the OCCC prior to treatment of employee desks, lockers, lounges, or lunch break areas and food service areas, unless mutually agreeable.
- D. The Contractor shall use an aerosol injector as needed in each piece of restaurant equipment to insure there is no harboring of insects.
- E. The Contractor shall use a bait system in and around all refrigerator coils, compressors and other related equipment.
- F. The Contractor shall rotate classifications of residual products used to insure there will be no insect resistance developed to these products.
- G. The Contractor shall use a power duster to inject product into wall voids, hollow areas, and other areas where it is safe to do so.

9. RODENT CONTROL

- A. The Contractor shall complete a thorough initial inspection within five (5) calendar days after the post award meeting to locate rodent points of entry, runways, and areas of infestation. Five (5) calendar days after the post award meeting regular inspections thereafter shall be made to detect new activity. Regular inspections shall be conducted as requested by the OCCC as needed thereafter to detect new activity. The Contractor shall provide written recommendations for sealing holes, screening, repairs, etc. to the OCCC in writing within 24 hours after each inspection.
- B. The Contractor shall apply rodenticide to all areas of possible rodent activity. Lockable (to prevent people from removing the bait) sealed bait boxes shall be used for bait placement. **Boxes shall be labeled with company name, contents, date serviced, and technicians' initials.**
- C. The Contractor shall use glue boards and/or mechanical traps shall be used when necessary.
- D. The Contractor shall place, as needed, mechanical wind up traps in key places throughout the facility to properly protect the facility from rodents. A locator map of these devices shall be produced and supplied to the OCCC's designated representative.

- E. The Contractor shall place, as needed, rodent bait stations in key areas on the outside of the facility to protect the facility from rodents. All stations shall be secured to the ground, locked shut, and properly labeled. A locator map of these devices shall be produced and supplied to the OCCC's designated representative.
- F. The Contractor shall provide deodorizing treatments shall be provided when necessary, excluding dumpsters. Removal of accessible rodent carcasses shall be accomplished.

10. FLYING INSECT CONTROL

- A. The Contractor shall treat interior space infestation with fog application. The Contractor shall treat exterior space infestation with granular baits.
- B. The Contractor shall pay particular attention to drains/traps that may harbor insects.

11. QUALITY CONTROL

- A. The Contractor shall provide a comprehensive sanitation and structural survey with each service, plus a monthly executive recap, which shall be a typed summary of the monthly services performed.
- B. The Contractor shall use a quality control checklist when evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building/site serviced by Contractor, as well as every task performed. The Contractor shall submit the checklist for approval to the OCCC.
- C. The Contractor shall contain a quality control file containing records of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained at the OCCC throughout the term of the contract.
- D. The Contractor Account Supervisor shall meet with the OCCC designated representatives at least quarterly to review effectiveness of the program.

12. QUALITY ASSURANCE PROGRAM

Within 10 days of award, the Bidder shall submit a copy of the current Quality Assurance Program addressing, as a minimum:

- A. How bidder plans on scheduling services to be performed at each specified building and surroundings.
- B. Prevent pests.
- C. Procedures for handling pest infestation and training of Orange County Convention Center and Food Beverage staff.

13. ADDITIONAL SERVICES

- A. Other services, including but not necessarily limited to termite and bird control and fogging of exhibit halls, shall be performed by the Contractor only as authorized in writing by the OCCC. The Contractor shall perform required services by utilizing industry approved methods. A quote, in accordance with the bid response form, to perform said services must be provided and approved by OCCC prior to performing the service. The Contractor shall include supporting documentation of actual cost along with quote and invoice.

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

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.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Alina.Hernandez@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Alina Hernández Fernández**
IFB NUMBER: **Y19-1047-AH**
TITLE: **PEST CONTROL SERVICES FOR THE
ORANGE COUNTY CONVENTION CENTER**

BID DUE DATE: _____

DELIVER TO:
ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

QUALIFICATION OF BIDDERS

PRE-BID CONFERENCE:

[] 1. NON-MANDATORY PRE-BID CONFERENCE

A **Non-Mandatory Pre-Bid Conference** will be held on **Thursday, March 28, 2019, 9:00AM**, located at the **Orange County Convention Center, 9899 International Drive, South Concourse, Conference Room S231A, Orlando, Florida 32819**. Attendance is not mandatory but is encouraged. No cost parking is provided, please refer to Attachment C of the Invitation for Bids. Inform the booth attendant that you are attending a Pre-Bid Conference for Pest Control Services.

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

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

The Bidder shall submit the following information with the bid:

1. Bidder shall list and provide a brief description of work substantially similar in scope and magnitude satisfactorily completed within the past three (3) years with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.

Two (2) references shall be for pest control for a facility with at least 200,000 square feet where food is prepared and served, and 600,000 square feet in a multi-purpose facility. **At least two (2) of the references must be term contracts in which the bidder has performed services for more than (1) one year of term. Your reference sheet must identify the square footage that meets or exceeds the requirement listed above.**

Bidder shall have a minimum of five (5) years commercial experience in Pest Control Services, with a minimum five (5) years experience in a similar facility of at least 200,000 square feet where food was prepared and served, and 600,000 square feet in a multi-purpose facility. Some acceptable facilities may include major resorts, major hospitals, colleges, shopping malls, airports and major theme parks.

2. Bidder shall provide a list of personnel, by name and title, contemplated to perform the work.
- a. Include a current copy of the resume and certification for the contractor's Entomologist.
 - b. Personnel performing work shall be appropriately trained and certified in pest management in any and all categories or subcategories as identified by the State of Florida to perform the work specified in this document. Technicians shall have a minimum of three (3) years of field experience in Pest Control Services. Copies of current certificates and licenses shall be provided for all employees assigned to service this contract.
3. Bidder shall submit proof, in the form of a business tax receipt, a current Occupational License for Pest Control Services from a County or Municipality in the State of Florida, or any other incorporation document that demonstrates that the company has been in business providing pest control services for at least the last five (5) years.

4. Bid Response Form

5. Authorized Signatories/Negotiators

- 6. Drug-Free Workplace
- 7. Schedule of Sub-contracting
- 8. Conflict/Non-Conflict of Interest Form
- 9. E-Verification Certification
- 10. Current W9
- 11. Relationship Disclosure Form
- 12. Orange County Specific Project Expenditure Report.
- 13. Agent Authorization Form (if Applicable)
- 14. Leased Employee Affidavit (if Applicable)
- 15. Information for determining Joint Venture Eligibility
- 16. Contract Y19-1047, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.

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

**BID RESPONSE FORM
IFB #Y19-1047-AH**

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, shall be inclusive of all labor, materials, transportation and related costs necessary to accomplish the specified services.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>NUMBER OF MONTHS</u>		<u>UNIT PRICE PER MONTH</u>	<u>TOTAL BID</u>
1.	West Building Pest Control Services	36	X	\$_____	= \$_____
2.	North/South Building Pest Control Services	36	X	\$_____	= \$_____
3.	North/South Remote Bldg.#27 Pest Control Services	36	X	\$_____	= \$_____
4.	North/South Taxi Marshalling Yard and Dispatch Booth, (approximate square footage is 1,296)s	36	X	\$_____	= \$_____
5.	Destination Parkway Garage and Offices Pest Control Services	36	X	\$_____	= \$_____

Company Name

ITEM NO. DESCRIPTION	ESTIMATED QUANTITY	MONTHLY PRICE	TOTAL PRICE
---------------------------------	-------------------------------	--------------------------	------------------------

Additional services below are estimates only and will be performed “as required”.

- | | | | | | | |
|----|--|-------|---|---------------------|---|----------|
| 6. | Termite spot treatment
(subterranean) (Per Linear Foot) | 3,000 | x | \$ _____/LF | = | \$ _____ |
| 7. | Bird removal
(Per Labor Hour – Standard Hours) | 900 | x | \$ _____/HR | = | \$ _____ |
| 8. | Fogging
(Per 1,000 Cubic Feet, Each Quantity) | 3,000 | x | \$ _____/1,000 CUFT | = | \$ _____ |

TOTAL ESTIMATED BID (ITEMS 1-8) \$ _____

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.

Performance shall be not later than one (1) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Alina Hernández Fernández, Purchasing Agent, at Alina.Hernandez@ocfl.net

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to 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 _____

REFERENCES

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company 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: _____

Square Footage Serviced: _____

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: _____

Square Footage Serviced: _____

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: _____

Square Footage Serviced: _____

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. Y19-1047-AH

As specified in the General Terms and Conditions and 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 and dollar amount 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.Y19-1047-AH

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.Y19-1047-AH, Pest Control Services for the Orange County Convention Center**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other

business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

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: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)



**CONTRACT NO. Y19-1047
PEST CONTROL SERVICES FOR THE ORANGE COUNTY CONVENTION CENTER**

This contract is not valid unless bilaterally executed. Subject to mutual agreement the Orange County Board of County Commissioners hereby enters into a contract subject to the following:

1. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. The obligations of Orange County under this contract are subject to the need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Convention Center
Business Division, Accounts Payable
P.O.Box 691509
Orlando, FL 32869-1509
Email: occc-ap@ocfl.net

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):

Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y19-1047-AH, Pest Control Services for the Orange County Convention Center**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(COMPANY NAME)

BY: _____ (Authorized Signatory)
 _____ (Name)
 _____ (Title)

DATE: _____

NOTICES: _____ (Address)
 _____ (Address)
 _____ (City, State Zip)
 _____ (Phone)
 _____ (Email)

- 5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
 Orange County Board of County Commissioners Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Quoter's offer in response to our **Invitation for Bids No. Y19-1047-AH, Pest Control Services for the Orange County Convention Center - Term Contract.**
 - B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
 - C. The estimated contract award for the initial term of the contract is
 \$_____
 - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
 - E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
 - D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**BOARD OF COUNTY COMMISSIONERS
 ORANGE COUNTY, FLORIDA**

BY: _____
 Zulay V. Millan, Assistant Manager
 Procurement Division

DATE: _____

**NOTICES: PROCUREMENT DIVISION
 INTERNAL OPERATIONS CENTRE II
 400 EAST SOUTH STREET, 2ND FLOOR
 ORLANDO, FLORIDA 32801
 (407) 836- 5635**



PARKING PASS

**THIS PASS ALLOWS THE BEARER TO FREE PARKING
WHILE ATTENDING THE FOLLOWING EVENT:**

**PRE-BID MEETING FOR Y19-1047-AH
PEST CONTROL SERVICES AT OCCC**

**OCCC SOUTH CONCOURSE, CONFERENCE ROOM S231A, 9899
INTERNATIONAL DRIVE, ORLANDO FL**

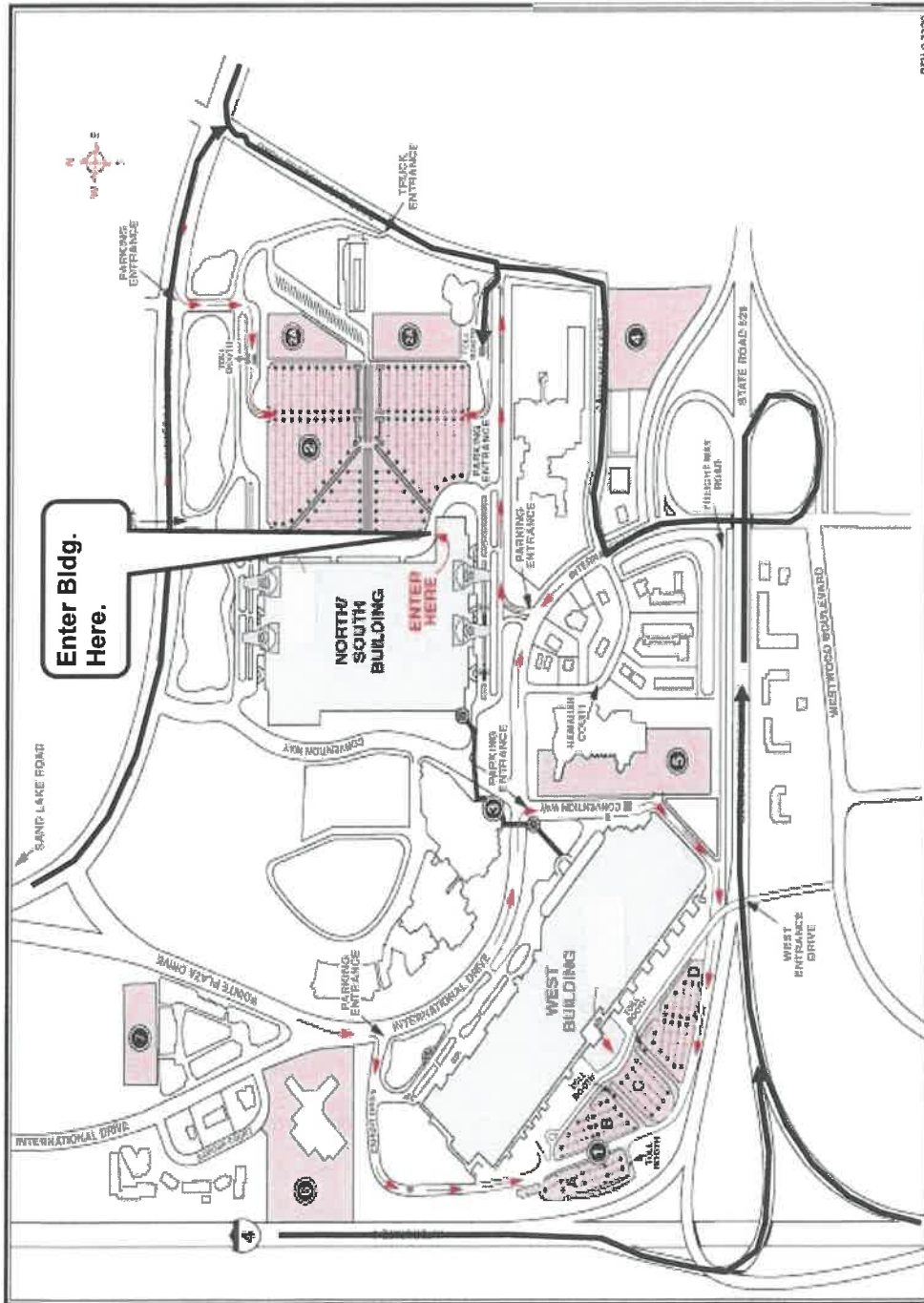
**VALID ONLY ON MARCH 28, 2019
AT 2:00 P.M.**

**PLEASE PLACE THIS ON THE DASH OF YOUR VEHICLE
AFTER PASSING THROUGH THE TOLL BOOTH.**



From Bee Line via Universal Blvd.

From Sandlake Rd.

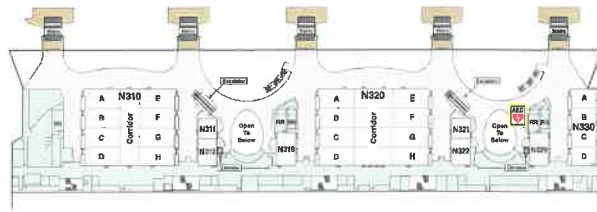


- From I-4:** Exit onto the B-line, 528 East, toward the airport. Exit on the International Dr. exit and turn right onto International Drive. At the second traffic light, turn right onto Destination Parkway and follow it around to the rear of the N/S parking facility. Enter the parking lot (on your left) in the first set of Toll Booths (South side). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first room on your right is S231 (Administration Annex). Proceed through the door, and S231A will be directly through the next set of doors.
- From Bee Line West Bound:** Exit onto Universal Boulevard and turn right (Northbound). Travel approximately 3/4 mile and turn left onto Tradeshow Blvd. and proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first room on your right is S231 (Administration Annex). Proceed through the door, and S231A will be directly through the next set of doors.
- From Sandlake Rd:** Turn left on to Universal Boulevard and travel approximately 1 1/2 miles, past the new North/South Building, and turn right onto Tradeshow Blvd. Proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first room on your right is S231 (Administration Annex). Proceed through the door, and S231A will be directly through the next set of doors.

NORTH/SOUTH CONCOURSES



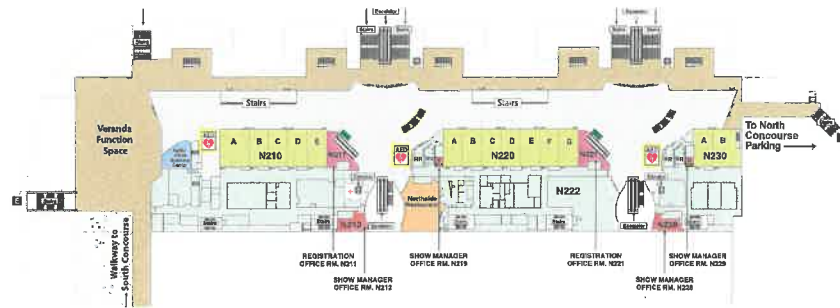
North/South Building Level III – North Concourse Meeting Rooms



FEATURES INCLUDE

- In-house rigging, technical services, electric, plumbing and utilities services
- Internet and telecommunications services, plus wireless mobility throughout the facility
- Full utility grid on 30-foot centers
- 2 covered loading docks/ 76 truck bays
- 9 exhibit-floor truck entrances
- Covered boarding for 27 buses
- 4,784 on-site parking spaces
- Electric vehicle charging station
- Connected to the West Concourse via the Oversight Pedestrian Bridge with moving sidewalks

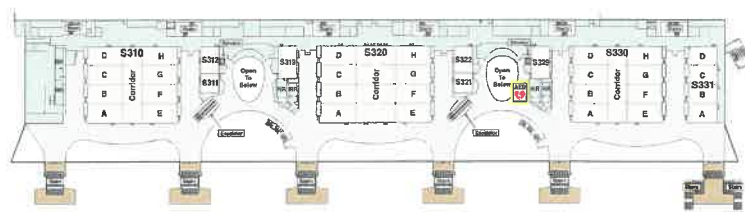
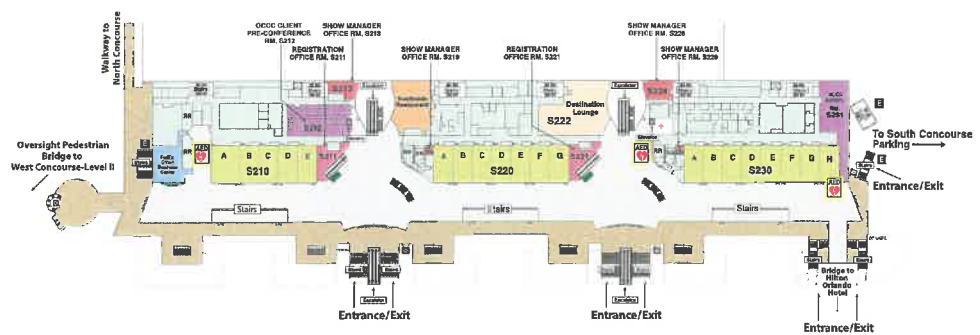
North/South Building Level II – North Concourse Registration/Meeting Rooms



North/South Building Level II – South Concourse Registration/Meeting Rooms

LEGEND

- Automated External Defibrillator (AED)
- Concourse / Registration Area
- Destination Lounge
- Elevator
- Exhibition Hall
- Exit
- FedEx Office Business Center
- First Aid
- Guest Services / Information
- Heating Room
- Heating Room / Registration Area
- Movable Partition
- OCCC Administration, HR Offices and OCCC Client Pre-Conference Room S212
- Registration Offices
- Restaurant / Food Court
- RR Restroom
- Show Manager Office
- Support
- Veranda



North/South Building Level III – South Concourse Meeting Rooms



The Center of Hospitality, where it's all about your experience!



NORTH/SOUTH CONCOURSES



North/South Building Level I – North Concourse Exhibit Halls

EXHIBITION HALLS- LEVEL I

- Total 950,282 gross square feet
- Halls NA, NB, SA, SB

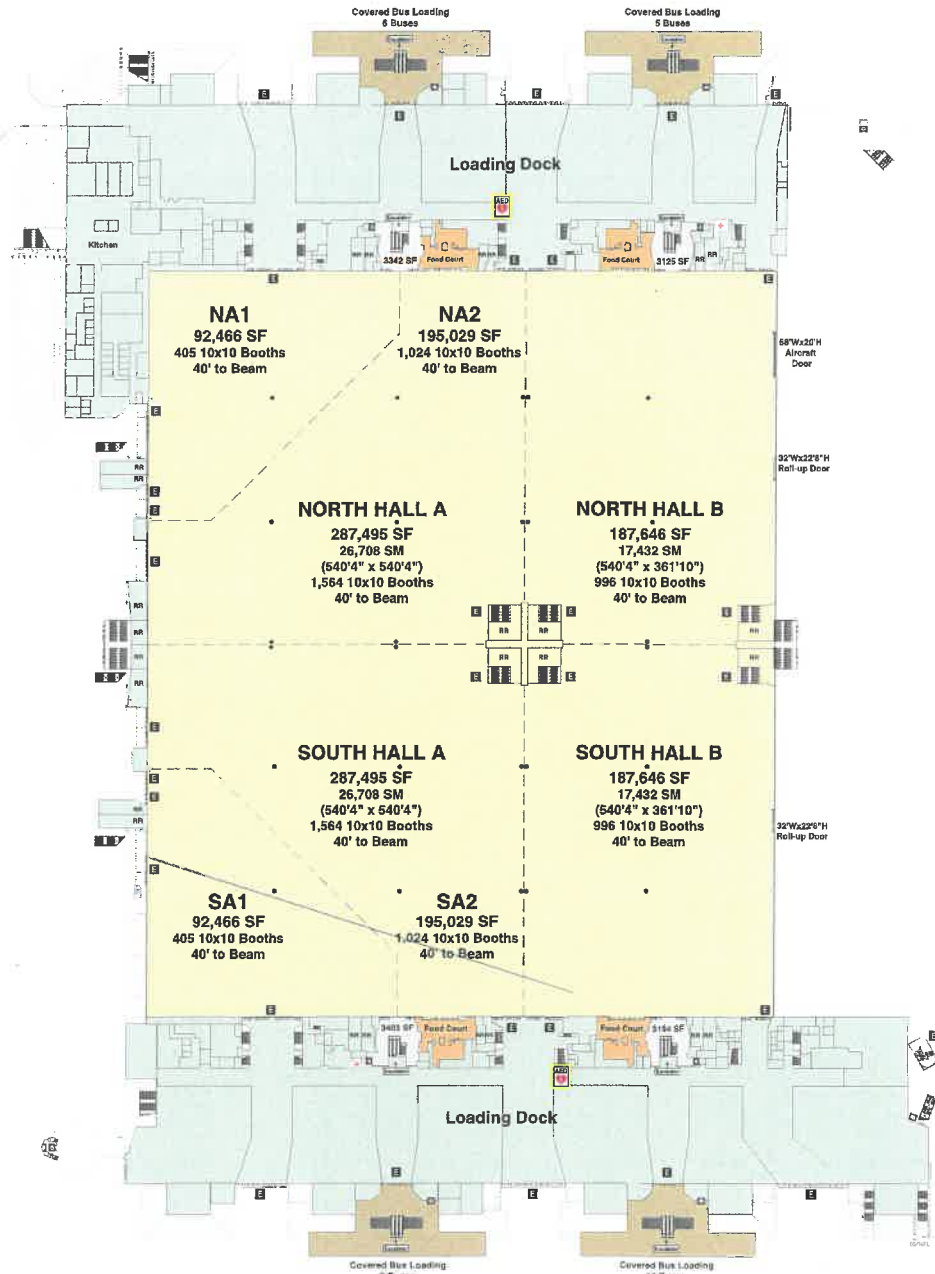
MEETING ROOMS- LEVELS II-III

- Total 166,050 gross square feet
- 25 Meeting Rooms
- 94 Breakouts

FEATURES INCLUDE

- 950,282 square feet of exhibition space
- Two 92,000 square foot general assembly areas
- 25 meeting rooms/ 94 breakouts
- 2 full service restaurants
- 4 food courts
- 2 Business centers
- Digital sponsorship signage

LEGEND	
	Automated External Defibrillator (AED)
	Concourse / Registration Area
	Destination Lounge
	Elevator
	Escalator
	Exhibition Hall
	Exit
	Fair/Ex Office Business Center
	First Aid
	Guest Services / Information
	Meeting Room
	Meeting Room / Registration Area
	Movable Partition
	OCCC Administration, HR Offices and OCCC Client Pre-Conference Room 512
	Registration Office
	Restaurant / Food Court
	Restroom
	Show Manager Office
	Support
	Veranda



North/South Building Level I – South Concourse Exhibit Halls

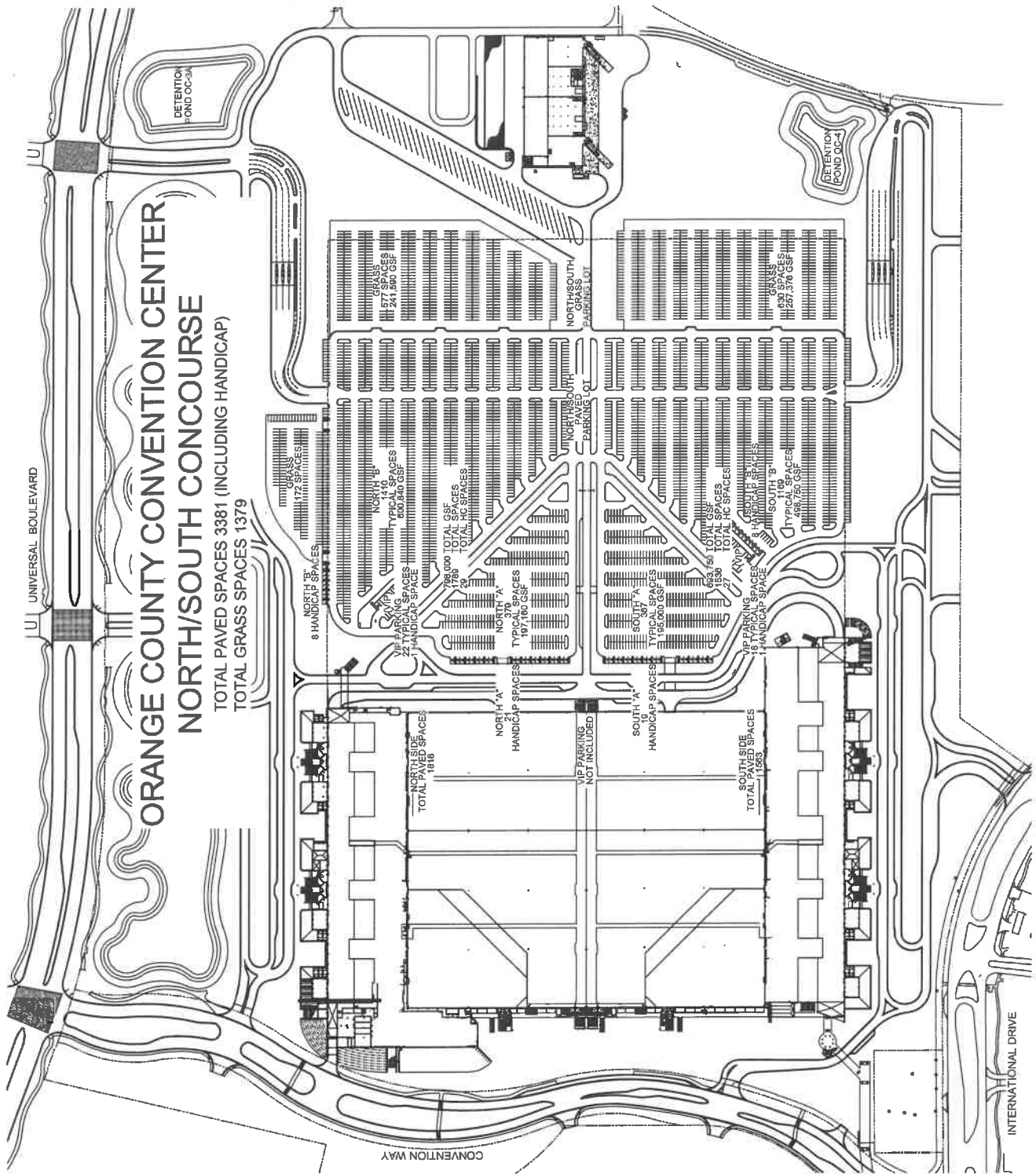


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NORTH/SOUTH BUILDING EXHIBIT HALL LEVEL



NORTH/SOUTH BUILDING CONCOURSE LEVEL

Attachment B

WBO
Design & Engineering
INCORPORATED
11111 W. BOULEVARD
SUITE 100
DANA POINT, CA 92629
TEL: 949.261.1111
WWW.WBO-DESIGN.COM

Orange County
Convention Center
Phase V

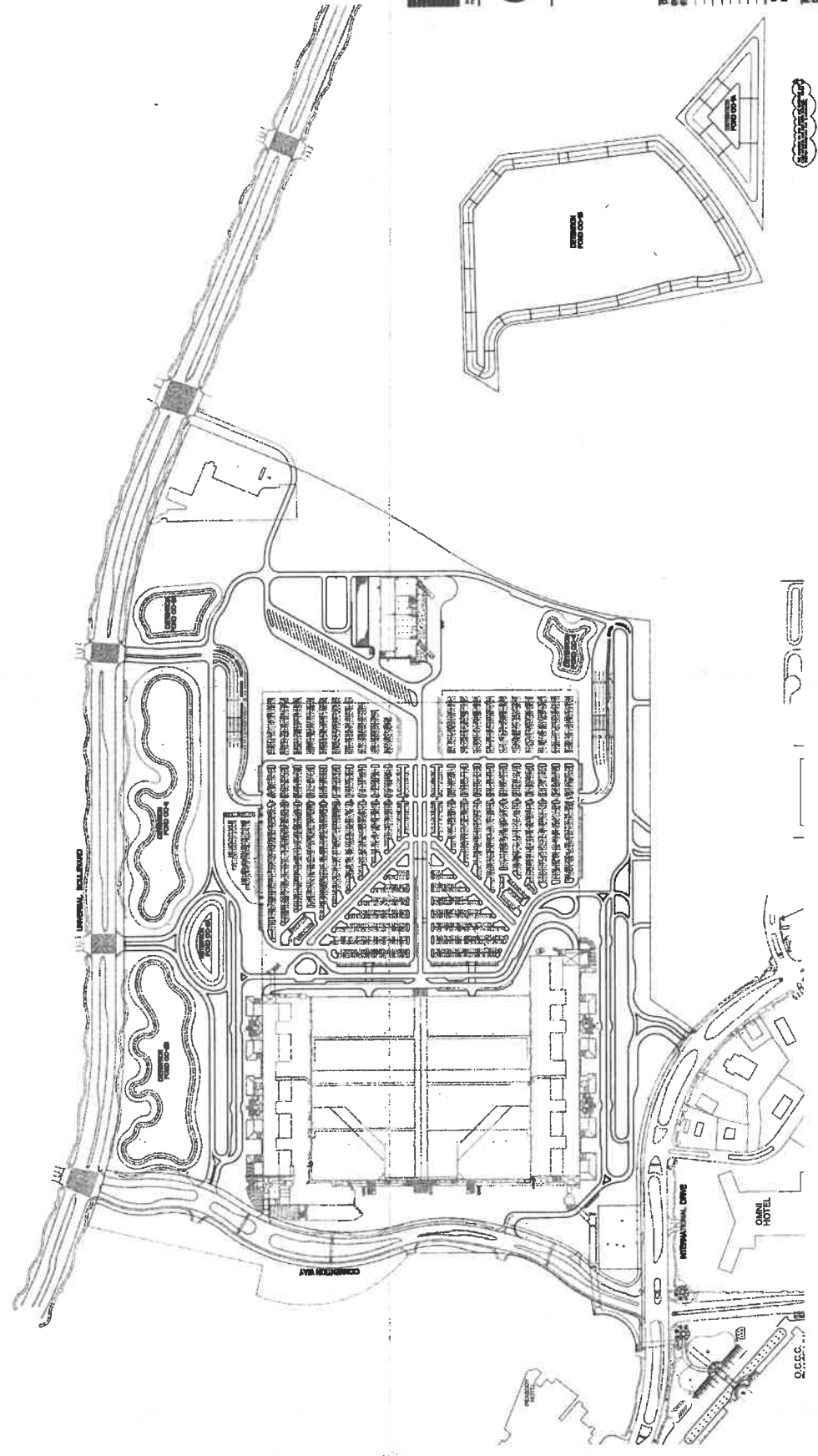
HHCP
Hines Hospitality
Construction
Partnership

IAS
International
Architects
3000 RIVERSIDE AVENUE
SUITE 200
DANA POINT, CA 92629
TEL: 949.261.1111
WWW.IAS-ARCHITECTS.COM

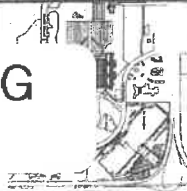
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BY:	ARCHITECT	SCALE:	AS SHOWN
CHECKED BY:	ARCHITECT	DATE:	11/11/2011
APPROVED BY:	ARCHITECT	DATE:	11/11/2011

OVERALL
SITE PLAN
PROJECT NO. 11111
SHEET NO. 01-001

C1939



NORTH/SOUTH BUILDING PENTHOUSE LEVEL



KEY PLAN

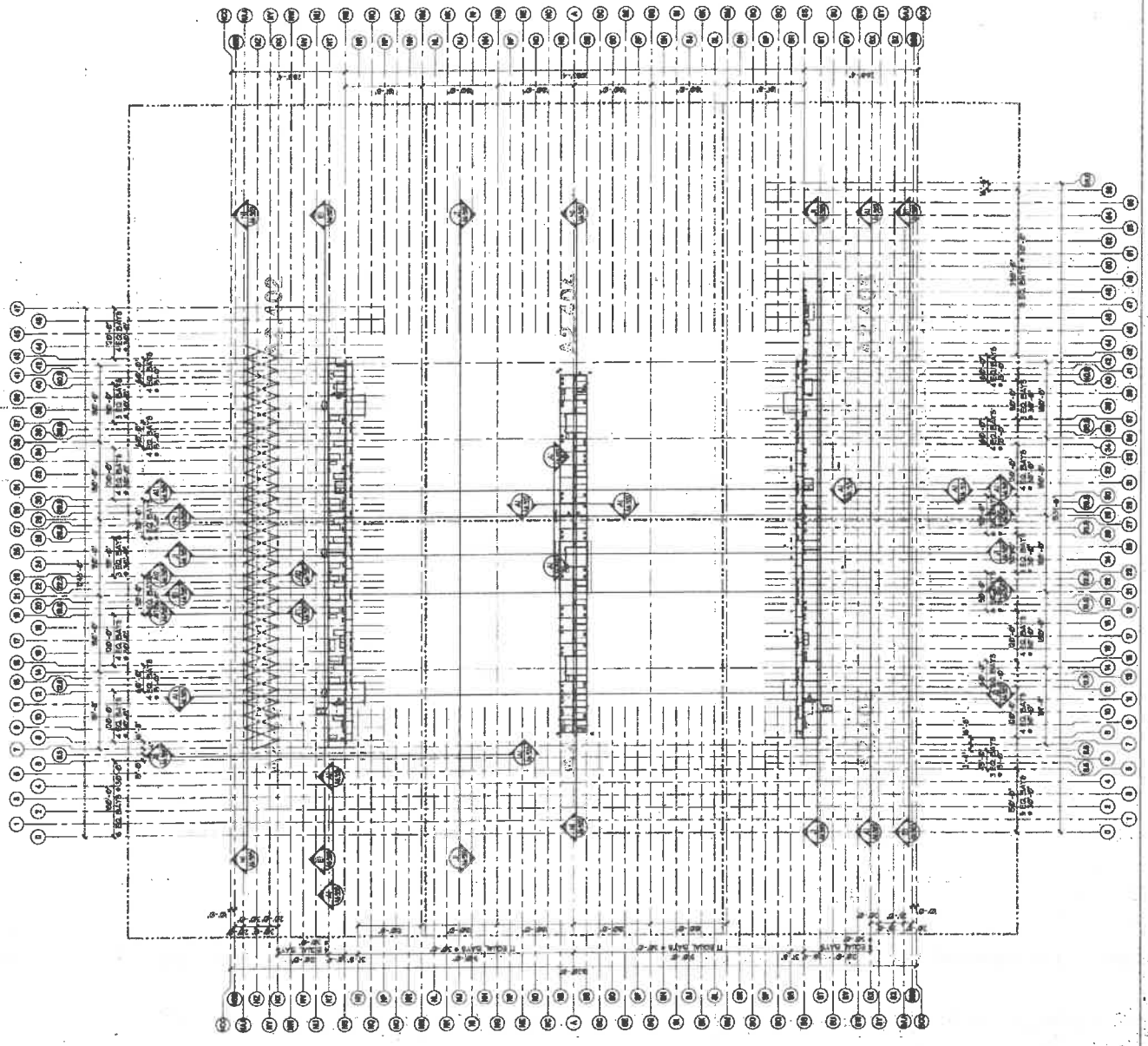


Orange County
Convention Center
Phase V



Attachment B
PENTHOUSE LEVEL
REFERENCED PLAN

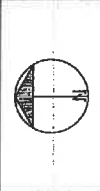
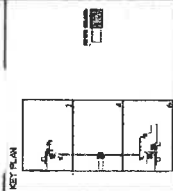
A2-400



A1 PENTHOUSE LEVEL - FLOOR PLAN

1" = 32'-0"

NORTH/SOUTH BUILDING
 REMOTE BUILDING 27, LEVEL 2



THE PROJECT ARCHITECT, CHARGE
 ARCHITECTURAL FIRM
 1000 ...
 D. ...

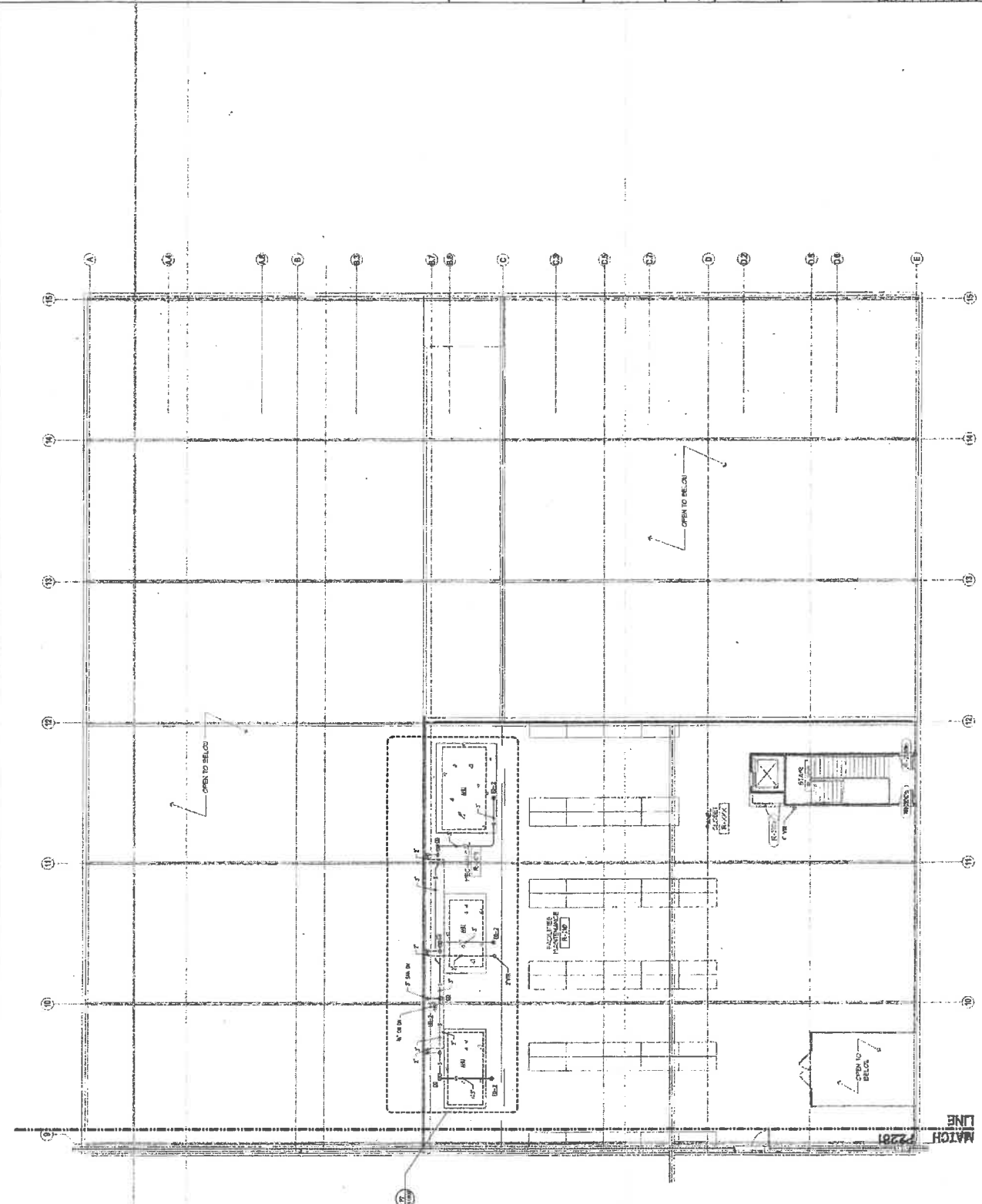
Orange County
 Convention Center
 Phase V

HHCP



SCALE: ...
 DRAWING: ...

Attachment B
 REMOTE BUILDING
 PARTIAL 2ND FLOOR PLAN
 PLUMBING
 SHEET
 P2.282r



REMOTE BUILDING - PARTIAL 2ND FLOOR PLAN - PLUMBING

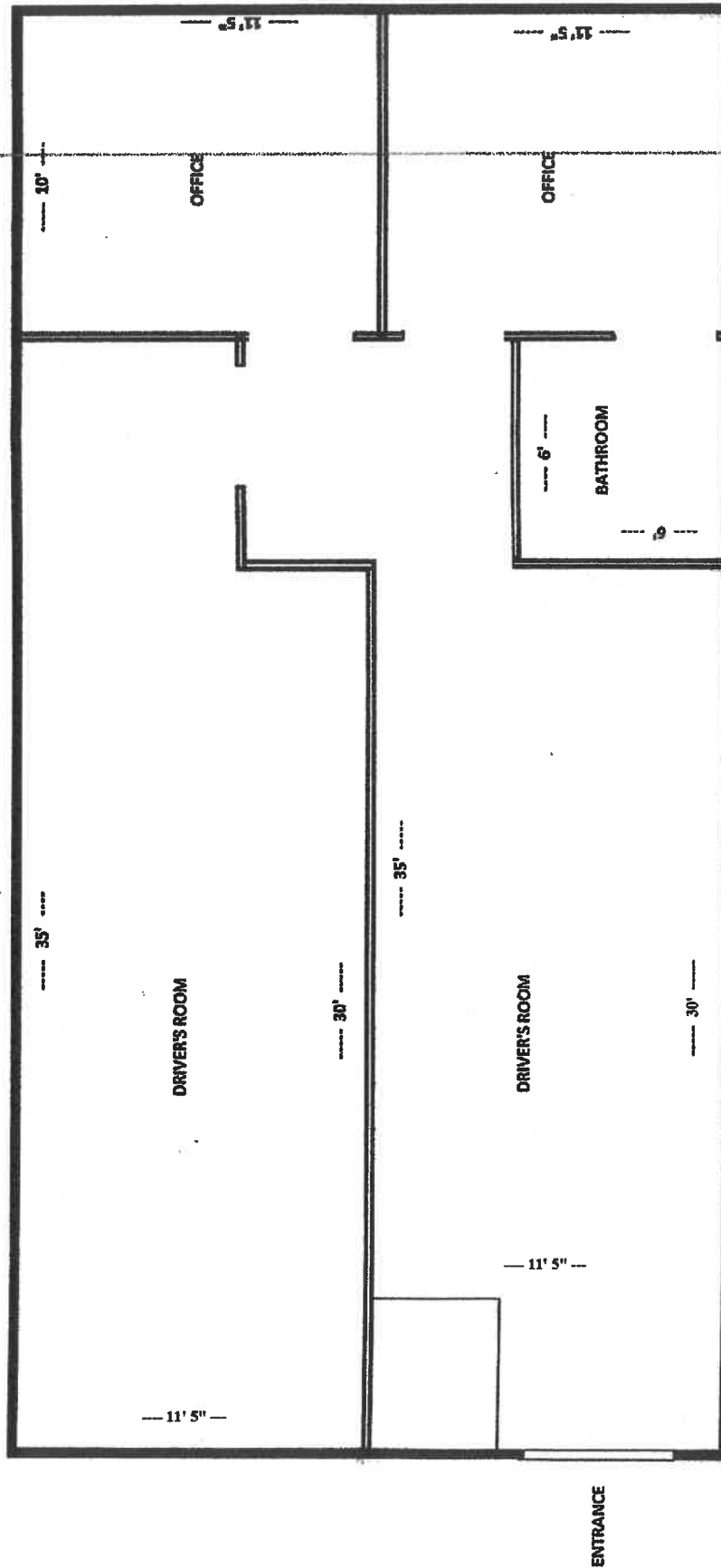
A1
 1/8" = 1'-0"

65

NORTH/SOUTH BUILDING
TAXI MARSHALLING/DISPATCH BOOTH

Attachment B

BULL PEN



MAIN BUILDING = 1232 SF

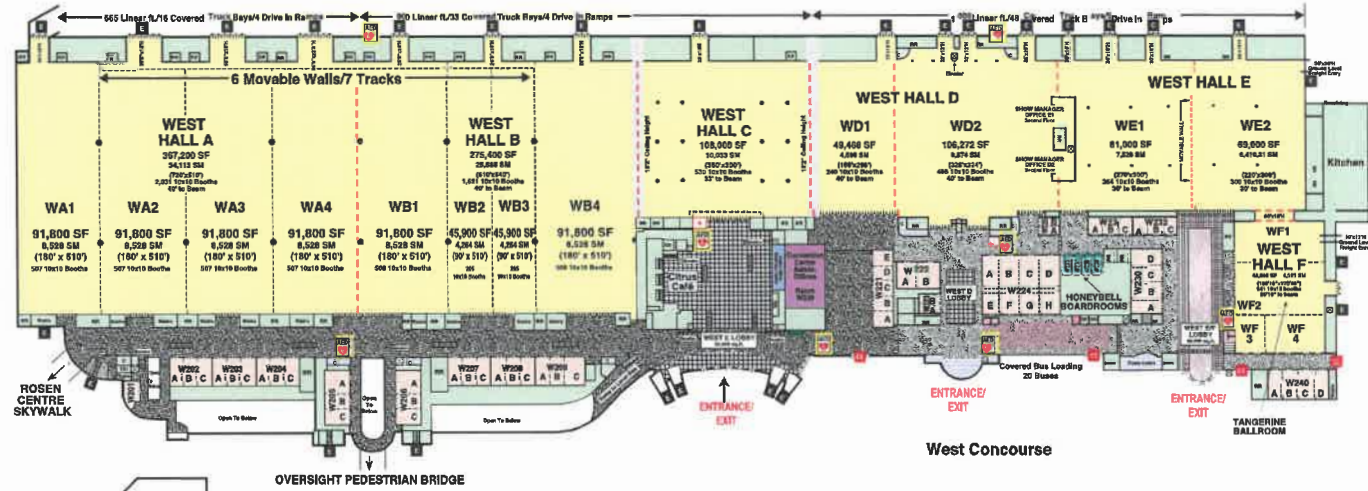
SHACK = 64 SF

TOTAL SQUARE FEET = 1296 SF



WEST CONCOURSE

West Building Level II - Exhibit Halls/Meeting Room



MEETING ROOMS- LEVELS I-IV

- Total 313,140 gross square feet
- 49 Meeting Rooms/ 141 Breakouts (Includes Valencia)

EXHIBITION HALLS- LEVEL II

- Total 1,103,538 gross square feet
- Halls (WA, WB, WC, WD, WE and WF)

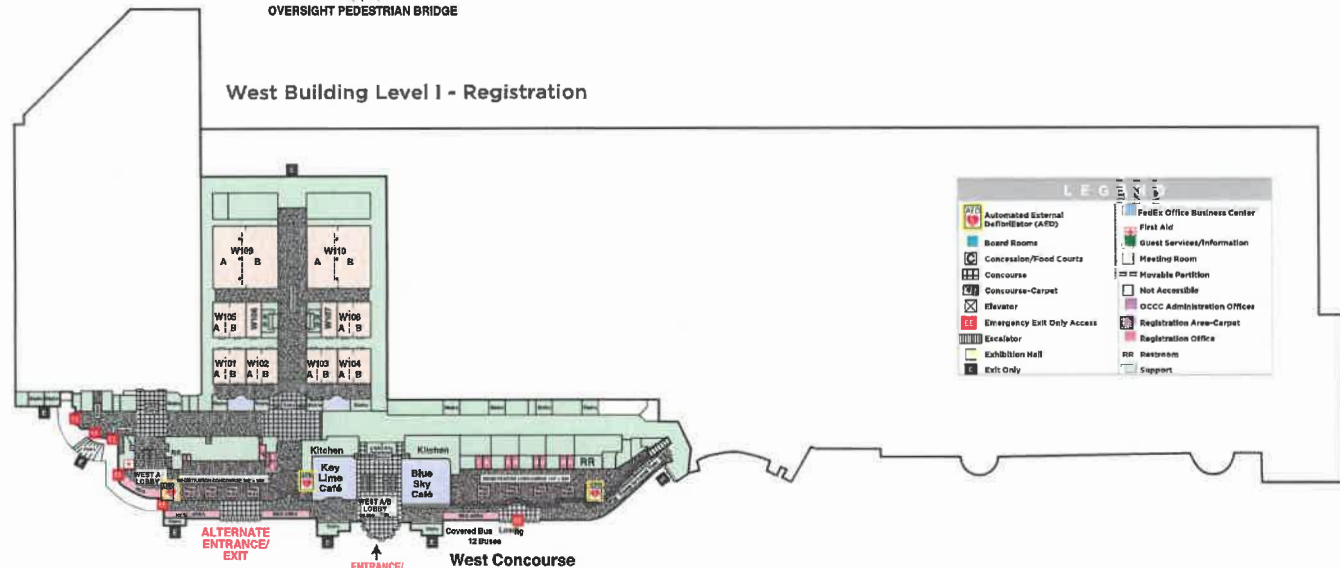


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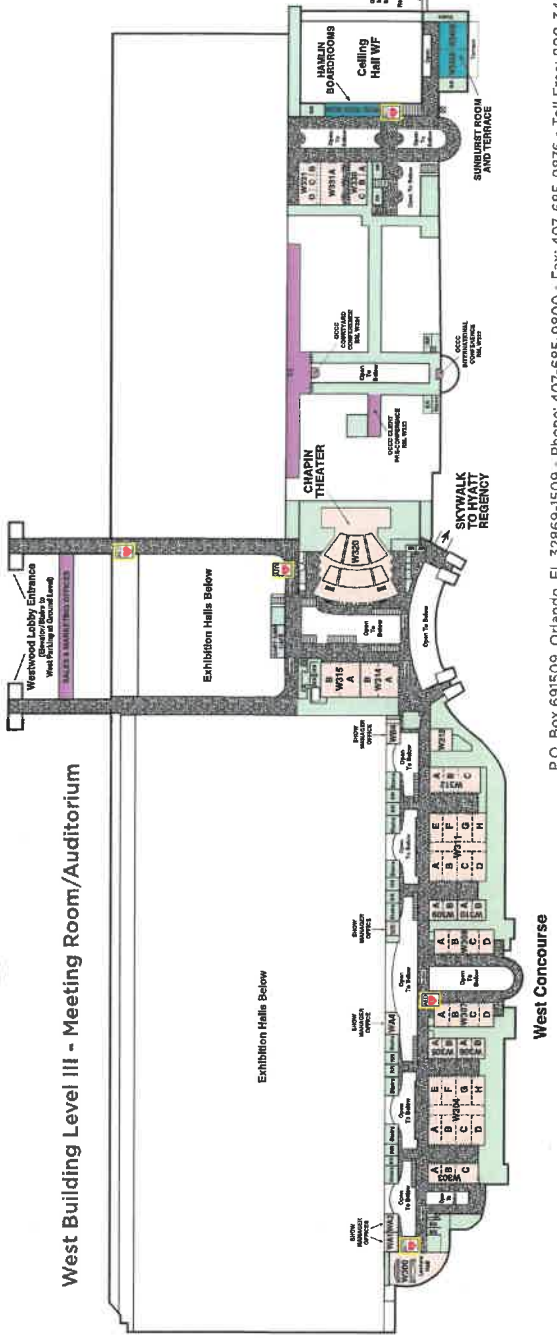
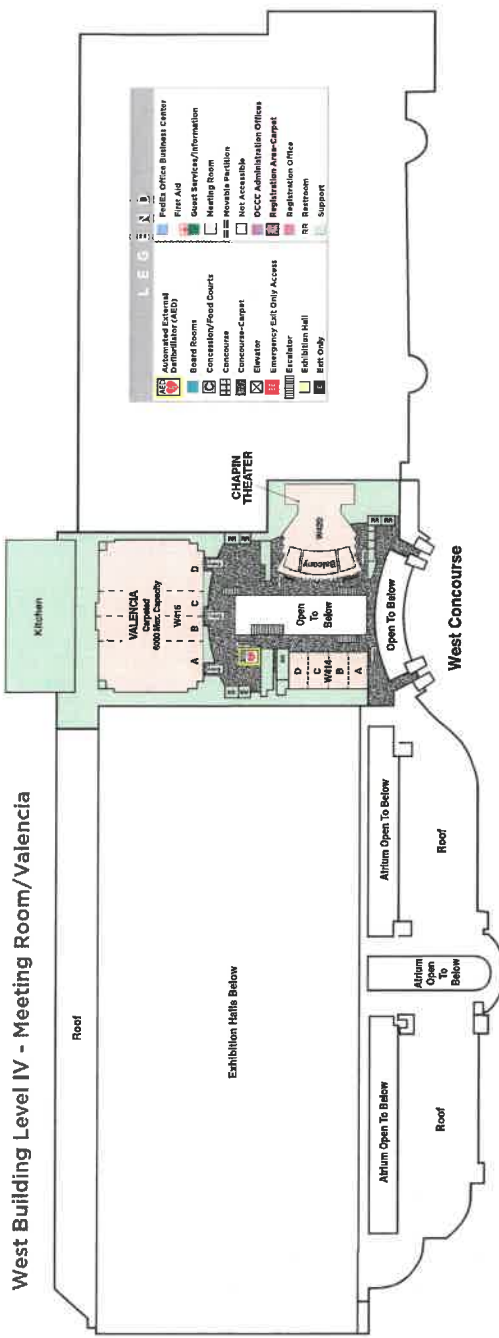
West Building Level I - Registration



LEGEND	
	FeEx Office Business Center
	First Aid
	Guest Services/Information
	Meeting Room
	Movable Partition
	Not Accessible
	OCCC Administration Offices
	Registration Area-Carpet
	Registration Office
	RR Restrooms
	Support



WEST CONCOURSE



FEATURES INCLUDE

- 1,103,538 square feet of exhibition space
- 49 meeting rooms/141 breakouts
- 62,182 square foot multi-purpose Valencia Ballroom
- 2,643-seat Chapin Theater
- 160-seat lecture hall
- 1 full-service restaurant (Gary Sain Café)
- 4 food courts
- Digital sponsorship signage
- Wayfinding signage
- Business center



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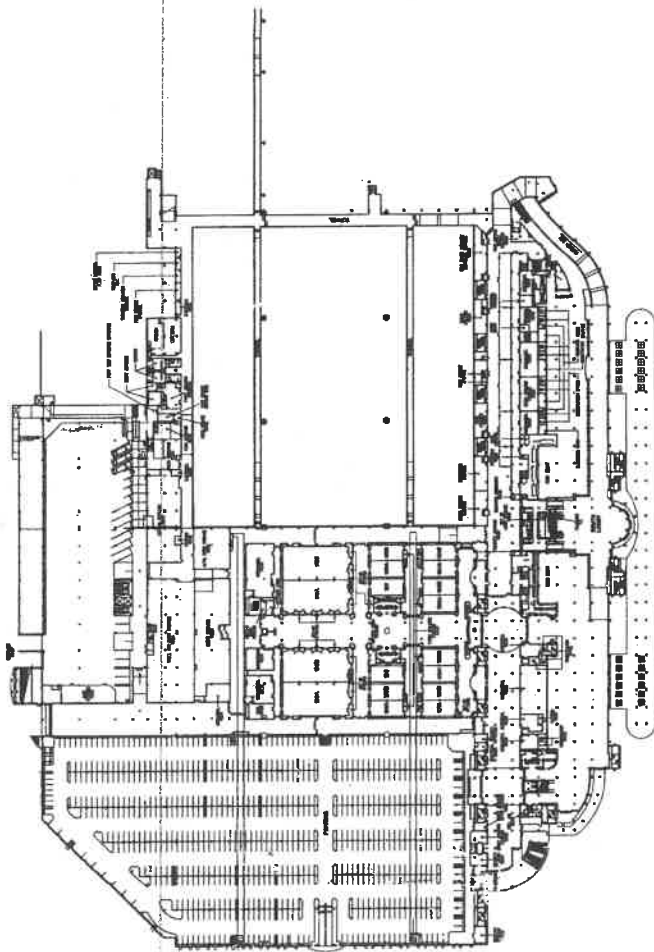
WEST BUILDING LEVEL 1



ORANGE COUNTY CONVENTION CENTER
LEVEL ONE - ELEVATION 82

PLANJ.dwg 11/20/95

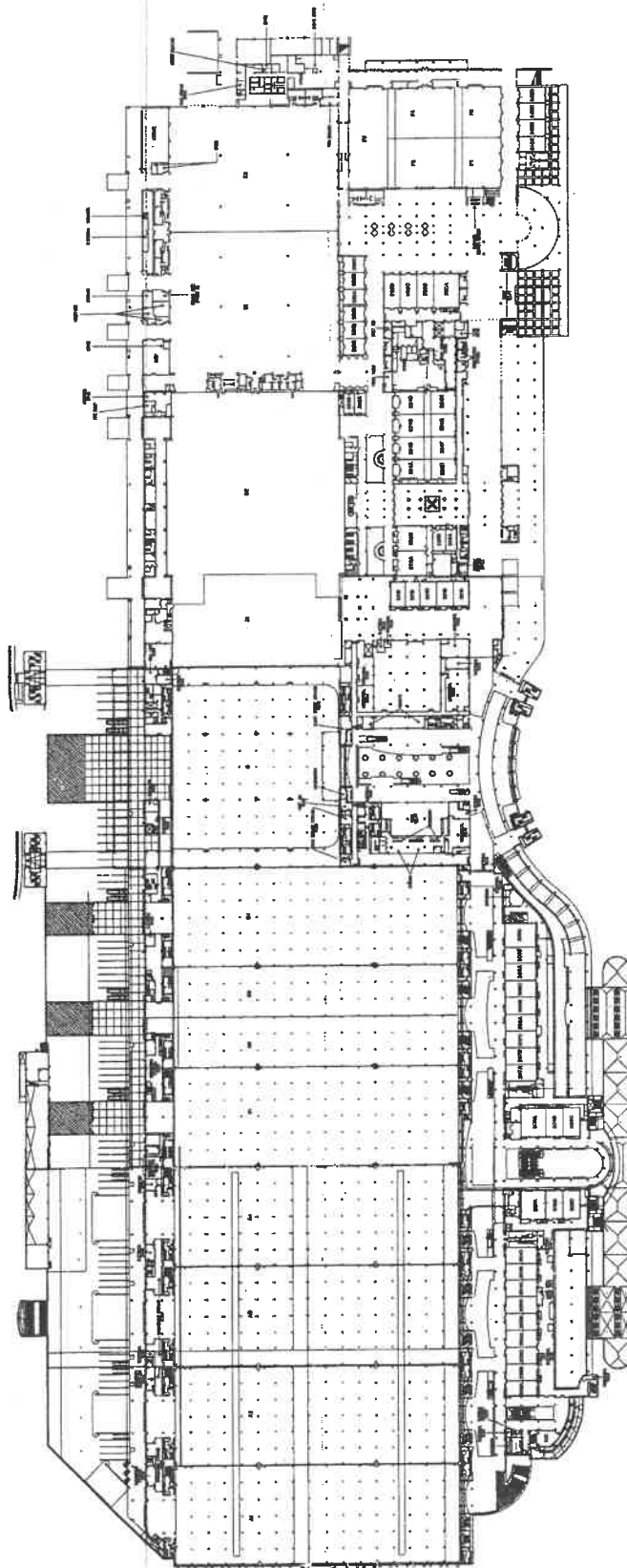
Attachment C



WEST BUILDING LEVEL 2



ORANGE COUNTY CONVENTION CENTER
LEVEL TWO - ELEVATION 100

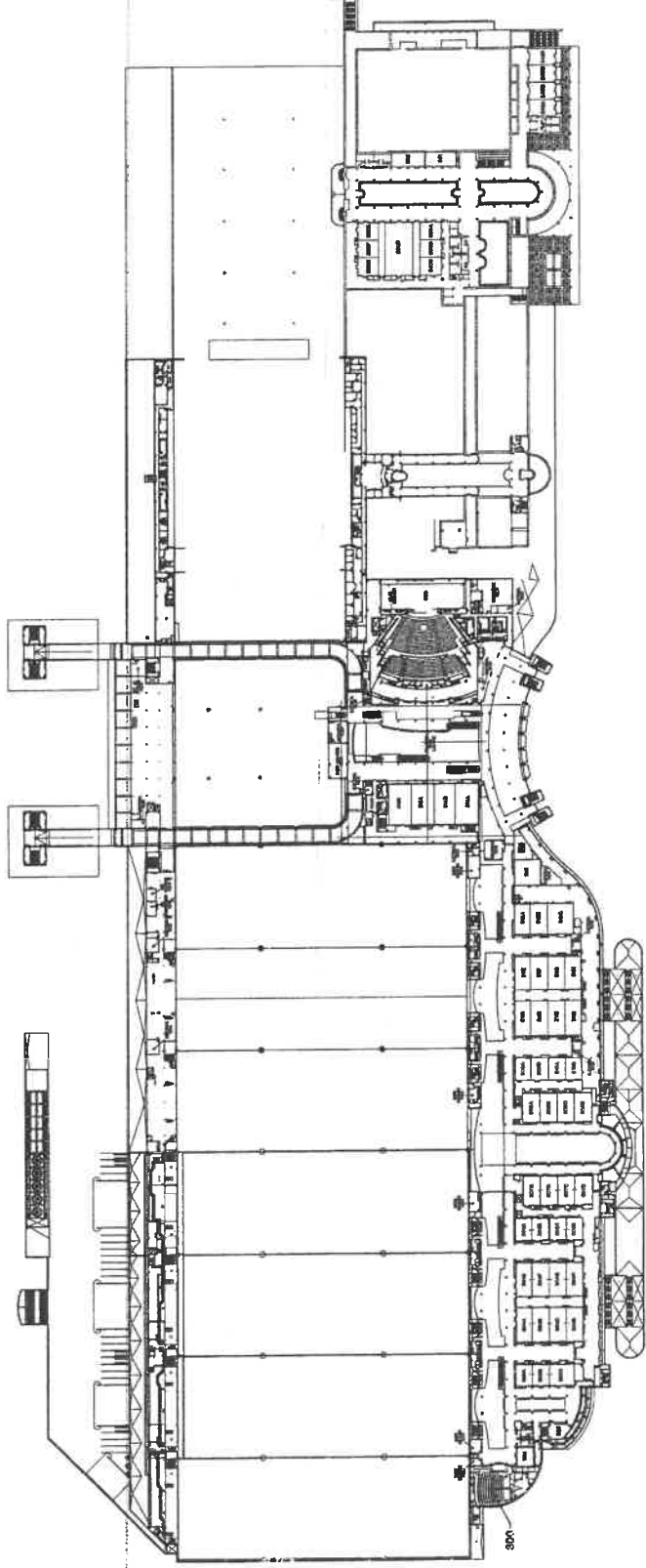


WEST BUILDING LEVEL 3



Attachment C

ORANGE COUNTY CONVENTION CENTER
LEVEL THREE - ELEVATION 122



300'

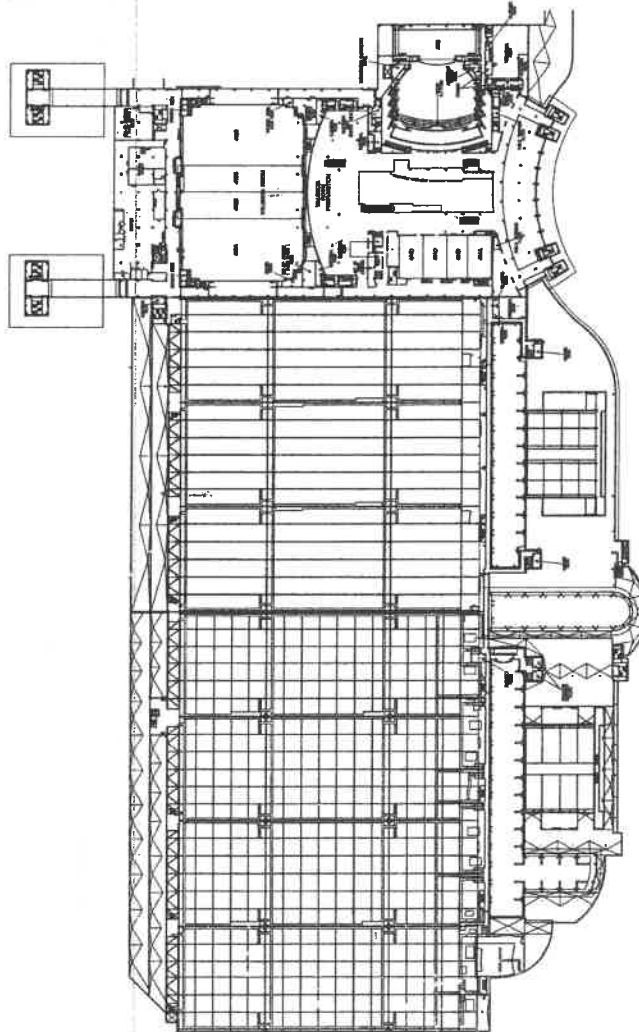
WEST BUILDING LEVEL 4



ORANGE COUNTY CONVENTION CENTER
LEVEL FOUR - ELEVATION 14.5

PLAN_4.dwg 10/25/95

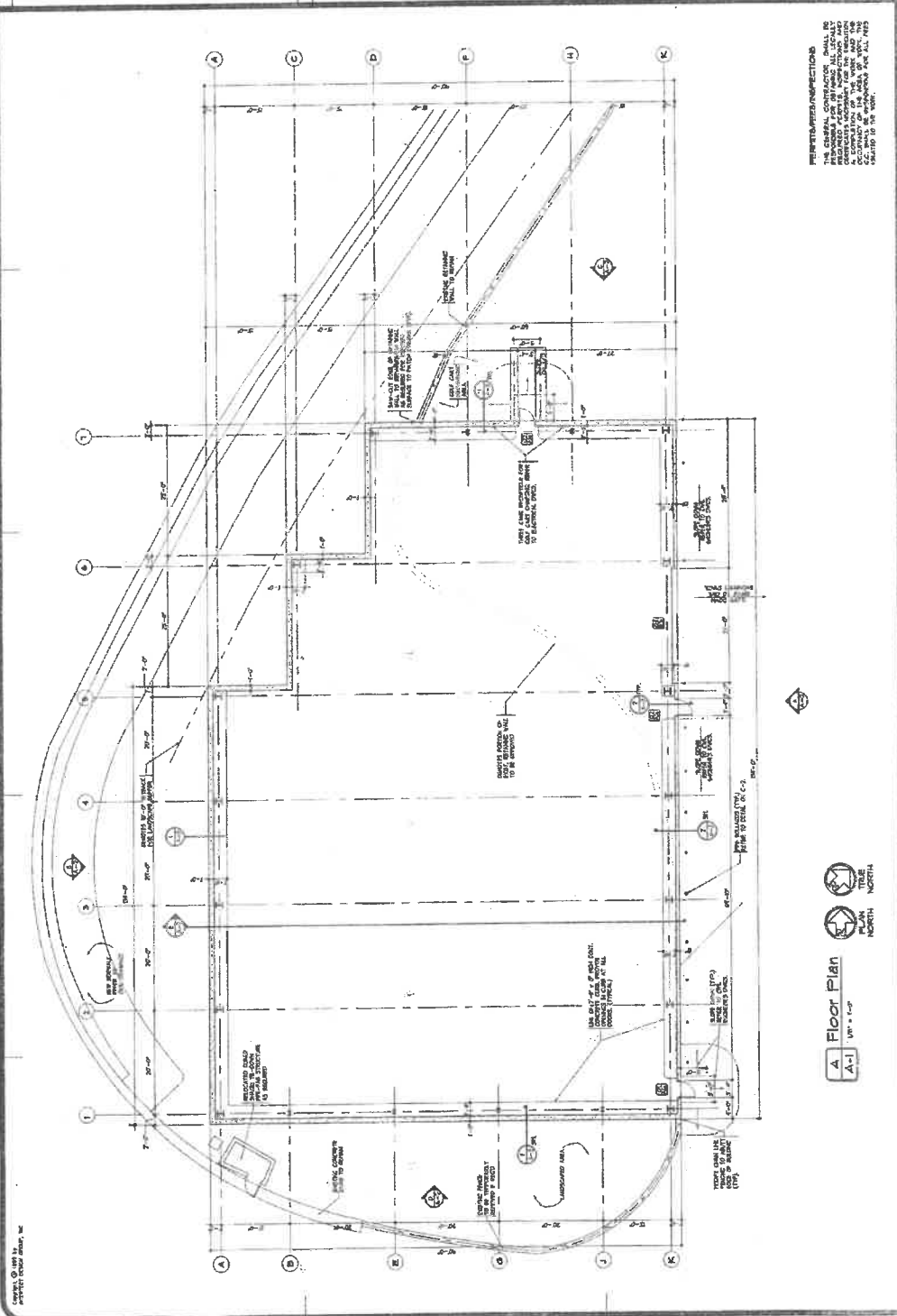
Attachment C



WEST BUILDING BUILDING 13

ORANGE COUNTY CONVENTION CENTER
A. NEW STORAGE FACILITY FOR

Project No.	1000000000
Sheet No.	1000000000
Scale	1/4" = 1'-0"
Date	01/15/00
Author	...
Checker	...
Designer	...
Contractor	...



IMPLEMENTATION INSTRUCTIONS
ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES.

CHANGES IN PLAN
GENERAL AND MECHANICAL COORDINATION NOTED
CODE REQUIREMENTS
IT IS THE INTENT OF ALL WORK SHALL COMPLY WITH THE AMERICAN WITH DISABILITIES ACT.
AIR QUALITY

DOOR SCHEDULE
DOOR TYPE: 1. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.
DOOR TYPE: 2. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.
DOOR TYPE: 3. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.

UNRECORDED PLAN NOTES
ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES.

GENERAL AND MECHANICAL COORDINATION NOTED
CODE REQUIREMENTS
IT IS THE INTENT OF ALL WORK SHALL COMPLY WITH THE AMERICAN WITH DISABILITIES ACT.
AIR QUALITY

DOOR SCHEDULE
DOOR TYPE: 1. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.
DOOR TYPE: 2. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.
DOOR TYPE: 3. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.

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ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL LOCAL ORDINANCES.

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CODE REQUIREMENTS
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AIR QUALITY

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DOOR TYPE: 1. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.
DOOR TYPE: 2. 2'-0" x 7'-0" x 1 1/2" TH. WOODEN DOOR WITH GLASS INSET.
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Integrated Pest Management Plan (IPM)

SECTION 1: SCOPE

This plan provides guidelines for protecting and enhancing the natural diversity of the Orange County Convention Center (OCCC) site, while also supporting high-performance building operations and developing synergies between the building and its environmental context. The Integrated Pest Management (IPM) Plan covers the entire building and associated grounds.

SECTION 2: GOALS

To minimize the impact of site management practices on the local ecosystem, and to reduce exposure of occupants, staff and maintenance personnel to potentially hazardous chemical, biological and particle contaminants. This plan should reflect the mission and goals of current contractors that provide pest prevention services.

The Plan addresses environmental best practices for:

- Outdoor integrated pest management (vegetative/pest)
- Indoor integrated pest management

SECTION 3: RESPONSIBLE PARTIES

OCCC Facility Operations Manager and designees are responsible for developing and managing the implementation of the IPM Plan. Contractors involved with various elements of the Plan shall carry out their tasks according to their contracts, and report all relevant activities to the responsible parties. To ensure an effective and coordinated effort, the building staff is responsible for overseeing the Plan and shall review all proposed activities before implementation.

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The Environmental Services Supervisor will periodically evaluate effectiveness and compliance of this plan by providing an annual report to the Facility Operations Division Manager, which includes an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of policy implementation.

As delegated in Section 3, OCCC Environmental Services shall review all proposed all activities before implementation to ensure effectiveness and compliance with this policy. Additionally, OCCC Environmental Services will communicate strategies and criteria with personnel and contractors, conduct inspections and evaluations, and annually review all practices and products to identify opportunities for improvement and expansion of grounds maintenance practices.

Contractors involved in this plan shall submit all information about proposed practices to the OCCC Environmental Services Supervisor and Facility Operations Manager or his designee her through detailed contractual language, service records and logs or addenda/memorandum that establishes protocol(s) that will be used onsite. Upon reviewing proposed activities, the responsible parties shall determine compliance with the plan.

SECTION 5: PERFORMANCE METRIC

The OCCC IPM Plan and practices identified shall govern all components of pest management at the OCCC and shall be wholly adopted and used in 100 percent of the pest management scenarios.



SECTION 6: IPM STRATEGIES AND PRACTICES

Integrated Methods

OCCC requires Pest Prevention Programs that combine knowledge of pest behavior and biology with thorough inspections of the service environment to create service plans that are custom to the current needs. Inspections must include identifying; Conditions that are conducive to pest activity, the true sources of pest activity, and the avenues of pest entry from the true source into the service environment. Population monitoring, physical removal of the pest(s), trapping, sanitation recommendations, structural modifications and exclusionary steps must be considered prior to making material (pesticide) applications. Continued monitoring and trend analysis must be utilized to resolve ongoing or repeat pest occurrences.

As calls for pests reports are logged, Environmental Services staff shall survey the area of the report and upon routine visit, the Contractor shall review service log and call log for identification of report and history. Contractor shall always investigate area of report, identify issues, and notify Environmental services supervisor prior to performing work. No application of pesticides shall take place unless approved by OCCC Environmental Services. Following integrated methods and pest prevention service methods below is the inspection criteria that must be used by contractors during routine service visits. Contractor shall report findings regarding:

Conditions conducive to pests

- Excess moisture/standing water/ water leaks
- Sanitation deficiencies/ food debris present
- Storage practices favor pest development
- Structural gaps or access noted
- Lighting attracting pest to structure

Avenues of pest access

- Ornamental plants touching structure
- Caulking/sealing/screening required
- Air doors absent or non-functional
- Windows/doors left open
- Weather-strips/thresholds/doors weeps worn

Sources causing pests to develop

- Dumpster area needs cleaning
- Floor drains needs attention
- Beverage tap areas need attention
- Sanitation deficiencies/Food debris present
- Debris outside

Least-toxic Pesticides

When monitoring and investigation activities reveal a need for the use of pest controls, appropriate control options will be evaluated, and the least-toxic option likely to be effective will be employed. These guidelines also apply to any pesticide product, other than rodent bait, which is applied in a self-contained, enclosed bait station placed in an inaccessible location, or applied in a gel that is neither visible nor accessible. Least-toxic pesticides are defined by the City of San Francisco's Pesticide Hazard Screening List

Emergency Conditions

In the event of an emergency, pesticides may be applied at the OCCC without complying with the earlier stipulations for use of integrated and least-toxic methods. In this event, notice must be given to OCCC Environmental Services prior to application. OCCC Environmental Services shall alert and inform any occupants that might be affected directly or indirectly before application and again after application for 24 hours. OCCC Environmental services supervisor shall keep record of such situations as to document the OCCC's ongoing compliance with the IPM Plan. Emergencies are defined as those that would immediately and directly impact the health of occupants (guests and staff) and/or impede the operation of the facility or portion off as intended or contractually obligated.



SECTION 7: Universal Notification

The OCCC has adopted a pest reporting program which allows occupants to call OCCC Environmental Services dispatch and report any presence of unwanted pests. OCCC Environmental Services will act according to the standards set forth in the above SECTION 6 of this document and investigate the situation before any pesticide application is made or contractor technician is called

In addition, the OCCC universal notification system in place enables occupants and staff, and especially high-risk occupants such as children, pregnant women and the elderly, to modify their work plans, work days, work locations based on pesticide use at the building. This strategy requires the OCCC to notify building occupants at least 72 hours in advance of a pesticide application under normal circumstances and no more than 24 hours after an emergency application through posted signs or other means of reaching 100 percent of occupants. This notification applies if a pesticide, other than a least-toxic pesticide as defined above, must be applied on site.

Notification must include the following:

- Pesticide product name
- Active ingredient
- Product label signal word (e.g., “caution”, “danger”)
- Time and location of application
- Contact information for persons seeking more information

SECTION 8: Recordkeeping

Recordkeeping is required to demonstrate ongoing compliance with the IPM plan. All applications of pesticides (include least-toxic options) shall be logged. The pesticide application log shall include the following information:

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ Universal Notification to Occupants <ul style="list-style-type: none"> ○ Date ○ Time ○ Method ▪ Pesticide Application Date and Time ▪ Application Manager | <ul style="list-style-type: none"> ▪ Location ▪ Target Pest ▪ Pesticide Trade Name ▪ Pesticide Active Ingredient ▪ EPA Registration Number ▪ Least-toxic status (Y/N) |
|---|---|

SECTION 9: Cleaning Practices

In the event that cleaning products are used as a component of IPM, they shall meet criteria for sustainable cleaning products as stated in the OCCC Green Cleaning Program in support of LEED EBOM criteria.

SECTION 10: Animal & Vegetation Pest Control IPM Best Practices

Environmental best practices described below are incorporated into vendor contracts / SOP language as appropriate.

CHEMICAL STORAGE PRACTICES	
Storage Areas	Pest Management Contractor does not store materials or equipment at the OCCC. All materials to be used at OCCC must be stored and locked in the Technician’s service vehicle.
Labels	No Onsite Storage: All Chemicals must be properly Labeled
Product Information	No Onsite Storage: All Chemicals must have accompanying MSDS



Signage	No Onsite Storage: Contractor responsible for chemical storage off-site
----------------	---

CHEMICAL PREPARATION & HANDLING PRACTICES	
Choosing Chemicals	<ul style="list-style-type: none"> ▪ Contractor is responsible for choosing pesticides/herbicides that is least toxic and best meets the pest control needs. As stated before, all new chemicals must meet detailed criteria and require approval from OCCC Environmental Services. ▪ As new pest pressure is discovered additional species specific materials may be utilized in addressing those specific pest issues. As stated before, all new chemicals must meet detailed criteria and require approval from OCCC Environmental Services. ▪ OCCC Environmental Services prefers chemicals that are organic and biodegradable.
Mixing Chemicals	<ul style="list-style-type: none"> ▪ Mixing and loading of concentrates are performed at central distribution by trained mixer/loader following a precise fill chart developed by Regional Technical manager. ▪ Many materials, particularly pest baits, used by Contractor are in a ready to use form and do not require mixing or preparation. ▪ All other materials are mixed in accordance with each product's specific label instructions. Prior to mixing the Technician is to review the label instructions and then mix the appropriate amount of material. ▪ Technicians are provided a uniform with long sleeves and pants, protective gloves and are required to wear socks and leather shoes.
Health Precautions	<ul style="list-style-type: none"> ▪ Pest control contractor is responsible for providing staff with training in the use of the necessary equipment and protective clothing. ▪ Proper health surveillance must be available to all those working with pesticides and herbicides. ▪ Clear hazard signage is displayed during and after application for site visitors and staff applications.
Chemical Transport	<ul style="list-style-type: none"> ▪ Pest control contractor will transport chemicals in a safe manner to prevent contamination of soil and water sources.

CHEMICAL APPLICATION PRACTICES	
Contractor Qualifications	<ul style="list-style-type: none"> ▪ If pesticides are required, the IPM specialist shall communicate with OCCC to determine the best product and application in accordance with notification & approval requirements. ▪ Front line applicators are certified in the Green Industries Best Management Practices (GI-BMP) provided by UF-IFAS Florida-Friendly Landscaping™ program and Florida Department of Environmental Protection (FL-DEP). Contractors & Service Providers are also required to attain the Commercial Applicator Certification at the end of the program.
User Safety	<ul style="list-style-type: none"> ▪ Pest Control contractor is responsible for ensuring that anyone handling toxic chemicals never works alone and that the work area is well-ventilated. ▪ Users must be familiar with the effects on the body of the chemicals they are likely to be using, and how the chemicals may enter the body. ▪ Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work if they are feeling ill and seek medical advice. ▪ Pest control contractor is responsible for training all personnel in the safe use and application of chemicals. Contractor is also responsible for training personnel in first-aid application in case of contamination.



Limited Access	<ul style="list-style-type: none"> ▪ The area of application must be clearly marked, and unnecessary access prevented while spraying is in progress. ▪ Building occupants must be informed of any pest-control management systems. When application or spraying is in progress, they must be warned of this activity and kept away from the area in which it is taking place. ▪ Control the reentry of people into the treated area.
Equipment	<ul style="list-style-type: none"> ▪ Contractor must ensure that equipment is frequently checked and properly maintained, both for health and safety reasons and to minimize spray drift.
Weather/Time Restrictions	<ul style="list-style-type: none"> ▪ Spraying must not be carried out in unsuitable weather. Anyone operating sprayers must have access to a wind-speed meter and only spray when the wind speed is negligible. ▪ Hours of work must be controlled so that building occupants are not exposed.
Species Considerations	<ul style="list-style-type: none"> ▪ Time the treatment to coincide with the presence of the pest. ▪ Use a selective least-toxic chemical that has the least effect on non-target species and treat only the area affected.

CHEMICAL DISPOSAL PRACTICES	
Conditions of Disposal	Pest control contractor will, at all times, keep the premises free of the accumulation of waste materials, including broken/damaged traps, carcasses, or debris caused by its operations. Contractor shall ensure proper disposal of all chemicals and effluent to ensure health and safety of people and environment.
General Guidelines	<ul style="list-style-type: none"> ▪ Contractor will always follow the manufacturer's and/or supplier's instructions even when disposing of empty containers. ▪ Pest control contractor is discouraged from incinerating or land-filling pesticides and herbicides. ▪ Pest control contractor is responsible for removing all chemicals and effluent from OCCC site. No waste materials may be placed in OCCC waste bins.
Authorization	<ul style="list-style-type: none"> ▪ Pest control contractor is responsible to use an authorized waste-disposal contractor. ▪ Pest control contractor is responsible to use an authorized disposal site.

BASIC VEGETATION PEST CONTROL PRACTICES	
Maintenance	<ul style="list-style-type: none"> ▪ Keep the building grounds well-maintained and free of debris at all times. ▪ Maintenance personnel shall apply mulch to plant beds, warding off weeds and other pests. ▪ Contractors shall notify staff and landscape supervisor of activity.
Plantings	<ul style="list-style-type: none"> ▪ Plant at the right time and in the right places. Seedlings must not be planted too early, nor located in unsuitable conditions. ▪ Avoid monocultures by mixing plant species in planters and gardens.
Manual Controls	<ul style="list-style-type: none"> ▪ Garden areas and ornamental landscaping shall be hand weeded and chemical control shall be kept to a minimum. This measure prevents human and environmental exposure to hazardous chemicals. ▪ Contractor is to not use any powered equipment near entrances or right of ways while the building is occupied for a show.
Chemical Controls	<ul style="list-style-type: none"> ▪ When chemical use is necessary, replace hazardous substances with least-toxic chemicals as defined by the 2007 San Francisco Reduced-Risk Pesticide List
Inspection Schedule and Location	<ul style="list-style-type: none"> ▪ The landscape contractor shall visit the site at regular intervals as deemed necessary based on seasonality and show activity schedule to monitor and apply pest controls operations.



	<ul style="list-style-type: none"> ▪ Contractor is to not perform any work or have staff present near entrances or right of ways while the building is occupied for a show.
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BASIC ANIMAL PEST CONTROL PRACTICES	
Site/Building Cleanliness	<ul style="list-style-type: none"> ▪ Keep dock areas clean, free of odors and covered at all times. Sanitation measures reduce habitat and food sources for pests. ▪ Keep areas around West Building Docks 2 and 7 and North Building Kitchen Dock, near kitchen waste compactors, free of spillage or garbage to prevent the collection of trash or debris on the ground around or underneath the containers. ▪ Keep grounds free of high weeds, trash, old equipment and debris, as these conditions create ideal harborage for rodents.
Structural Integrity	<ul style="list-style-type: none"> ▪ Maintain the building exterior in good repair with no holes or openings larger than ¼ inch including, but is not limited to, windows, doors, fans, vents, etc. Structural repairs prevent pests from entering the building. ▪ Address any deficiencies in the building exterior with corrective measures, i.e., cementing, screening, caulking, installing stripping on door bases, etc. ▪ Maintain door sweeps on all applicable doors to produce a good seal to the ground.
Inspection Schedule and Location	<ul style="list-style-type: none"> ▪ Food & Beverage areas and all adjacent areas will be serviced weekly ▪ All freight elevators will be serviced weekly ▪ Exhibit space, meeting rooms, public elevators, public areas and offices will be serviced monthly. ▪ Treatment shall be arranged with OCCC's and OCCC's Food & Beverage contractor's representative so as not to interrupt business schedule or normal routines or departments.

SPECIES-SPECIFIC ANIMAL CONTROL STRATEGIES	
Ants	<ul style="list-style-type: none"> ▪ Caulk and patch cracks and voids in walls, floors, and sidewalks. ▪ Branches of trees and shrubs should be trimmed away from the building; organic matter, wood debris and other trash should be raked away from the foundation whenever possible. ▪ Properly identify pest ant species and any conditions that may be conducive to infestation and determine appropriate measure of control. ▪ Crack and crevice applications may be made in walls or other voids if ants are nesting in a particular location.
Aphids	<ul style="list-style-type: none"> ▪ Use a branded lure that simulates the scent of aphids and attracts ladybugs and lacewings to the area
Cockroaches	<ul style="list-style-type: none"> ▪ Supplies should be unpacked and store properly and the shipping cartons disposed of as soon as possible. ▪ Food & Beverage areas should be swept or vacuumed daily; pay particular attention underneath counters and appliances. Eliminate grease residues; repair faucets, drying sinks, and counters at the end of each day. ▪ Bait will be utilized along with glue boards for monitoring purposes and be replaced as needed during regular monitoring inspections. ▪ Crack and crevice treatment will be performed in an infested area and inspected weekly; baits and glue boards will be replaced as needed. A fogging insecticide may be used as well.



Flies	<ul style="list-style-type: none"> ▪ Collection of waste and residues should be carried out on a daily basis and compactor pick up schedule at least 3 times per week even during no show periods. ▪ EVS staff is to keep dock and garbage compactor areas clean to avoid providing flies with breeding grounds ▪ Ultra-violet (UV) fly killing equipment is located at all kitchen outdoor dock entrances, sporadically throughout doc bays and doors to the inside. ▪ In food preparation areas, UV equipment should only be used once all possible precautions have been taken to keep flying insects out.
Mosquitoes	<ul style="list-style-type: none"> ▪ Landscaping contractors shall clear debris from gutters and drains to ensure there is no standing water after rain and drain unused pools or fountains so that the water cannot become stagnant. ▪ Stormwater Contractors shall survey the site for any areas that need to drain or fill depressions, mud flats, and other areas that might hold water. ▪ Avoid over-irrigating lawns and gardens, and keep weeds and grass well-clipped. ▪ Sanitation consulting, harborage removal and exclusionary service/consulting no preventive applications are made for these pests. ▪ From an interior perspective these pests are only going to be present when food and harborage, Sources, allow their development. ▪ Corrective actions would focus in removal of the Conditions contributing to the presence of the pests, physical population reduction when possible, disposal of contaminated items and when required as little of the most appropriate control material as possible.
Rodents	<ul style="list-style-type: none"> ▪ Rodent control shall include non-toxic glue boards and non-toxic bait blocks placed in tamper proof bait stations to monitor rodent population and activity. Non-toxic tracking powder may be utilized as a monitoring tool. ▪ Dates of installation and servicing will be indicated on each monitor and maintain a diagram or map indicating their placement. ▪ Visual inspections will assess the need for further action. ▪ Bait blocks will be anchored properly to prevent rodents from carrying bait off to another location. ▪ OCCC will take action to plug holes, direct water runoff away from the building, repair weatherstripping; keep all doors closed and drain holes capped on dumpsters, inventory should be on pallets or shelving; keep trees, shrubs, vines and brushed trimmed away from the building.
Wasps and Hornets	<ul style="list-style-type: none"> ▪ Wasp control is provided on an as needed basis. ▪ Most wasp species in Florida build small nesting points from masticated organics and saliva which creates a paper mache type material. These nests are easily knocked off with a brush on a pole. ▪ When nests become large or the wasp species is very aggressive, such as yellow jackets, corrective services would be provided in the early evening with the Technician dressed in protective gear. Vacuums are used to reduce the population as far as possible and complete the task with a contact control product with an active ingredient such as d-trans Allethrin and Penothrin.

SECTION 11: Definitions and References

1. Least-toxic pesticides are defined by
City of San Francisco's Hazard Tier 3 criteria (least hazardous):
www.up3project.org/documents/2007rpplbyaicomplete.pdf.