

INVITATION FOR BIDS #Y19-116-MV

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:

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, September 27, 2018**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

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

A **Non-Mandatory Pre-Bid Conference** will be held on **Monday, September 17, 2018**, at 1:00 pm, located at 5901 Young Pine Rd Orlando, FL 32829. Attendance is not mandatory but is encouraged.

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO BIDDERS

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

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
GENERAL TERMS AND CONDITIONS	2-13
SPECIAL TERMS AND CONDITIONS	14-25
SCOPE OF SERVICES	26-39
BID RESPONSE FORM	40-43
EMERGENCY CONTACTS	44
ACKNOWLEDGEMENT OF ADDENDA	44
AUTHORIZED SIGNATORIES/NEGOTIATORS	45
REFERENCES	46-47
DRUG-FREE WORKPLACE FORM	
SCHEDULE OF SUBCONTRACTING FORM	
CONFLICT/NON-CONFLICT OF INTEREST FORM	
E-VERIFICATION CERTIFICATION	
RELATIONSHIP DISCLOSURE FORM	
RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
AGENT AUTHORIZATION FORM	
EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT	
EXHIBIT B – COMMERCIAL GENERAL LIABILITY	
EXHIBIT C – COMMERCIAL GENERAL LIABILITY	
EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY	
EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM Tuesday, September 18, 2018 to the attention of Melisa Vergara, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. FEDERAL AND STATE TAX

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

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

4. ACCEPTANCE/REJECTION/CANCELLATION

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

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

5. NO BID

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. BID FORMS

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

13. 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.

14. 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.**

1. **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.**
2. **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.**

15. 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.

16. 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.

17. 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.

18. 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.

19. DRUG-FREE WORKPLACE FORM

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

20. 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".

21. CONFLICT OF INTEREST FORM

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

22. 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.

23. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

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

24. 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.

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. PRICING/AUDIT

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

34. 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.

35. 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.

36. 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.

37. 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.

38. CONFIDENTIAL INFORMATION

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

39. 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.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

40. PUBLIC RECORDS COMPLIANCE

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**

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE

All interested parties are invited to attend a **Pre-Bid Conference** on **Monday, September 17, 2018, at 1:00 pm located at 5901 Young Pine Road Orlando, FL 32829.**

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.

2. QUALIFICATION OF BIDDERS

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

- A. Bidder shall have a minimum of three (3) references and five (5) years specific experience in managing household hazardous waste (HHW), including the operation or servicing of HHW permanent collection centers (Permanent Facilities) and performance of HHW community collection events (HHWCCE) in counties with more than 500,000 inhabitants. The Contractor shall provide a statement confirming this experience and furnish references with contacts, titles, telephone numbers, mailing addresses and e-mail addresses as part of its submittal to the County using the reference sheets herein. The same client reference shall not be used more than once.
- B. Bidder shall disclose any instance of negative inspection findings, violations, fines imposed, consent orders imposed, or other similar finding by any government or regulator agency including being denied a permit or license for conducting of household hazardous waste collection event or permanent collection center operation during the past five (5) years. If none, the bidder shall provide a statement of confirmation.
- C. Provide documentation demonstrating that the Bidder has participated in at least the following:
 - Ten (10) household HHWCCEs at least three (3) of the HHWCCEs shall have served counties or municipalities with a population greater than 500,000
 - Ten (10) Permanent Facility clean-ups, which were conducted within the forty-eight (48) contiguous states within the past five (5) years.

Details and client contact information may be requested for verification purposes before making an award.

- D. The Contractor shall provide in its bid a list of designated facilities where material collected under this Contract shall be sent for transfer, storage, or disposal/recycling (Designated Facilities) that shall include:
- Name, address, EPA Identification Number, contact person, and telephone number for each facility that it will utilize for treatment, and/or disposal of all materials identified in this solicitation.
 - For each facility the Contractor shall provide a description of the waste types that will be directed to the facility.
 - For each facility the Contractor shall disclose any violations, fines imposed, consent orders imposed, or other similar finding by any government or regulatory agency within the past ten (10) years.

The County reserves the right to reject any proposed Designated Facility based on the circumstances and resolution of any fines imposed, consent orders imposed, or other similar finding imposed on the facility. The County reserves the right to request additional information related to this subject during the bid review process. Under no circumstance shall the Contractor send material managed under this Agreement to a facility that is not included on the list of Designated Facilities and accepted by the County.

During the term of this Contract, The Contractor may request to add facilities to the list of Designated Facilities by providing a written request to the County that includes the above listed information. The County has the sole authority to accept or deny such a request.

- E. The Contractor shall submit comprehensive employee resumes demonstrating compliance with the qualifications indicated in the scope of services for each of the positions below::
1. Contract Administrator
 2. Chemist
 3. Project Manager
 4. Technician
- F. The Contractor shall provide a list a list of materials it is unable to accept, state why these wastes are not accepted as part of its submittal. This list will be reviewed for feasibility and reasonableness relative to the County's waste collection and disposal needs.

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

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

3. LICENSES AND PERMITS

The Contractor shall be duly licensed in the state of Florida to transport hazardous waste and be in possession of a United States Environmental Protection Agency (EPA) Identification Number indicating same. The transporter shall meet the standards applicable to transporter of hazardous waste as found in 62-730 F.A.C. and 40 CFR 263. The Contractor must ship materials collected under this Contract to a Designated Facility (as defined the Scope of Work).

The Contractor shall be duly licensed as required by any regional jurisdiction such as the possession of a business tax receipt, or any other license or permit which may be required. The Contractor shall be required to determine if any special or specific license or permit is required for his participation in the activities defined herein.

4. BID ACCEPTANCE PERIOD

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

5. AWARD

Award shall be made on an All-or-None Total Estimated Bid basis to the lowest responsive and responsible Bidder. If the Bidder fails to respond, they will be considered non-responsive.

6. 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.

7. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance of the Household Hazardous Waste Community Collection Events shall take place at the locations and times designated by the County. Bids which fail to meet this requirement shall be rejected.

Failure of the awarded Contractor to meet this performance requirement may result in default, immediate cancellation of the release order or contract, and all other applicable remedies available to the County under State Law. 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.

If the Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then the 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 Purchasing and Contracts Division for the period from the required scheduled commencement date until performance of services covered in this solicitation is completed.

The Contractor shall, within two (2) calendar days from the beginning of such delay, notify the Manager, Purchasing and Contracts Division in writing of the cause(s) of the delay.

8. TERMINATION

A. Termination for Default:

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

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

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

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

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

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

B. Termination for Convenience:

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

9. CODES AND REGULATIONS

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

10. PAYMENT

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

Orange County Solid Waste
5901 Young Pine Road
Orlando, Florida 32829
Phone (407) 836-6610

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.

11. SAFETY REQUIREMENTS

The Contractor shall take reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage/injury or loss to its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices and the requirements of all operations. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing of an area, posting danger signs, placarding, labeling or posting other forms of warnings against hazards. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified and or competent personnel.

12. **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>

13. **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 \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Pollution Liability- with a limit of not less than \$5,000,000 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

14. 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 one (1) years. The contract may be renewed for four (4) 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.

15. 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.

16. 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 (first 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.

17. MARKET CONDITIONS

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

18. 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.

19. 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.

20. 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.

21. CHANGES - SERVICE CONTRACTS

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

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

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

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Purchasing and Contracts Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

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

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

23. 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.

SCOPE OF SERVICES

Purpose:

The Contractor shall provide services for the unloading, identifying, classifying, packaging, shipping, treating, and proper disposal/recycling of Household Hazardous Waste (HHW) and Very Small Quantity Generator (VSQG) waste in strict accordance and compliance with all applicable regulations and standards and this Contract. The Contractor shall manage all HHW and VSQG waste pursuant to EPA hazardous waste regulations contained in Title 40 Code of Federal Regulations, parts 260 through 270, et seq.

Definitions:

CFR means Code of Federal Regulations.

The Contractor means the company contracted to provide the services described herein.

County means Orange County, Florida, a political subdivision of the State of Florida.

Designated Facility means a facility under RCRA as a Transfer, Storage, or Disposal Facility that is in compliance with 40 CFR 264 and which has been specifically acknowledged by the County as a facility acceptable to be used under this Contract either by submittal in the Contractor's bid or subsequently approved in writing by the County.

DOT means the Federal Department of Transportation.

EPA means the United States Environmental Protection Agency.

FAC means Florida Administrative Code.

HHW means Household Hazardous Waste which is material that may exhibit the characteristics of hazardous wastes, but is excluded from regulation under 40 CFR 261.4 (b).

HHWCCEs mean Household Hazardous Waste Community Collection Events.

Permanent Facility or HHW Facility means one of the County's permanent locations where HHW is accepted from the public as described herein.

RCRA means Resource Recovery and Conservation Act, as amended and supplemented.

VSQGs means Very Small Quantity Generators, which generate less than 100kg (220 pounds) of hazardous waste per month, and no more than 1 kg (2.2 pounds) of acutely hazardous waste in any one month, and as defined in 40 CFR 262.14.

Sources:

Materials may be collected at the County's Permanent Facilities, County sponsored HHWCCEs, and VSQGs. The County reserves the right to remove any material from the waste stream that is collected at the permanent collection facilities or HHWCCEs.

The County reserves the right to choose the number of Permanent Facilities operated, the number of HHWCCEs held and the number of VSQGs accepted.

Permanent Collection Facilities:

The County currently owns two Permanent Facilities: 1) McLeod Permanent Facility located at the McLeod Road Transfer Station, 5000 L.B. McLeod Road, currently operated two days each week (Wednesday and Saturday) from 8:00 am until 5:00 pm; and 2) Landfill Permanent Facility located at the Orange County Landfill, 5901 Young Pine Road, operated seven (7) days each week from 8:00 am until 5:00 pm (Monday through Sunday). Currently, McLeod Transfer Station is closed Thanksgiving and

Christmas Day, and the Landfill is closed only on Christmas Day. Contractor personnel are required to operate the facilities all other days of the year.

The County is currently developing a new HHW Facility, the Porter Permanent Facility, to be located at Porter Transfer Station, 1326 Good Homes Rd. The Porter Permanent Facility is anticipated to commence operation some time in 2018 or early 2019. The Porter Permanent Facility will replace the McLeod Permanent Facility. The Porter Permanent Facility will operate six (6) days per week, Monday through Saturday, 8:00 am to 5:00 pm, and will be closed on Thanksgiving and Christmas Day. During the term of the contract, the Contractor shall be responsible for operating and maintaining the Permanent Facilities including the daily housekeeping and proper maintenance of these facilities. Maintenance shall include, but not be limited to, proper storage of collected materials, sweeping floors, draining and cleaning of grates and sump areas, painting, etc. A proper waste determination as required by 40 CFR 262.11 is required prior to the disposal of any maintenance related waste.

The Contractor shall provide two (2) Technicians at each Permanent Facility during scheduled operating days (four (4) total Technicians when two (2) Permanent Facilities are operating). The Technicians shall work under the guidance and direction of a Chemist or Project Manager. The Chemist or Project Manager shall make regular visits to the Permanent Facilities to assure operations are performed in compliance with all local state and federal laws, prudent and safe operating practices, the requirements of this Contract, and the waste packaging requirements of Designated Facilities. A Chemist shall be on-call and available to respond to the Permanent Facilities within two days, or some time frame otherwise agreed to between the County and the Contractor, to provide services to identify and properly dispose of any unidentified materials delivered to the Permanent Facilities. One (1) Project Manager and one (1) Chemist are required at each HHWCCE. The number of Technicians required at a HHWCCE will vary depending on the event.

The County's two permanent HHW collection facilities shall be operated in accordance with Chapter 62-730, F.A.C.; Section 403-7225, F.S., related to local hazardous waste management assessment Section 403.7264, F.S., dealing with amnesty days and Section 403-7265, F.S., Local Hazardous Waste Collection Program.

Contingency and Safety Plans and Procedures:

1. The Contractor shall submit to the County for review, within two weeks of contract award, a contingency plan for each permanent collection facility, which adequately describes how the Contractor shall identify and correct any problem which may be encountered during the performance of the duties required by the Contractor and identified herein. The plan shall name a primary emergency coordinator for each permanent facility who lives within thirty minutes response time to each facility. The plan shall include at a minimum a site map, remedial action provisions, equipment decontamination, spill prevention and control, and emergency responses for hazardous waste transportation. The contingency plan will be prepared, maintained, and revised to meet the requirements of 40 CFR 264 throughout the term of the contract. It is the sole responsibility of the Contractor to identify and correct all problems that may occur during the performance of the required duties. The Contractor will coordinate with the County to ensure that proper arrangements are made with emergency providers (medical and fire). The Contractor will update the contingency

plan when personnel or operations change or upon request of the County. The County shall have the opportunity to review and provide comments or request reasonable changes to the plan, but County review or comment in no way indicates County approval of the plan or implies County responsibility for the plan.

2. The Contractor shall submit to the County for review, within two weeks of contract award, a site safety plan and an emergency response plan prepared to meet the requirements of 29 CFR Part 1910.120 for each permanent collection facility. The plan at a minimum shall include provisions for the proper handling of hazardous materials, worker and participant safety, and traffic control. The plan must ensure that appropriate measures are taken to prevent damage to human health, the environment, and public and private property. The site safety plan shall be maintained and updated throughout the term of the contract. The Contractor is solely responsible for ensuring that appropriate measures are taken to prevent damage to human health, the environment, and public and private property. The County shall have the opportunity to review and provide comments or request reasonable changes to the plan, but County review or comment in no way indicates County approval of the plan or implies County responsibility for the plan.
3. The Contractor's employees at the collection facilities will be trained on the contingency plans and site safety plans. Weekly safety briefings should be conducted at each permanent collection facility unless Contractor staff attends County safety briefings. Safety training shall be conducted for new employees within one week of employment, annually for all staff, and whenever spill control equipment or significant work procedures change between training events. The Contractor shall maintain training documentation for all personnel that includes dates of training, the training content, how it was provided, and who was trained. This documentation must be available for inspection upon request, and it must be maintained for the duration of the contract.

Required Equipment:

The Contractor shall identify and provide all required and necessary equipment needed on all collection sites. All material and equipment shall be clearly labeled and identified as belonging to the Contractor. At a minimum, the Contractor shall have available for use at the Permanent Facilities and at HHWCCEs:

1. An internal communication or alarm system capable of providing immediate emergency instructions, either voice or signal, to participating personnel.
2. A device such as a telephone or hand held two-way radio, which is capable of summoning emergency assistance from police, fire, or state or local emergency response personnel. The Contractor shall be responsible for proper care of any County provided radio.

3. Fire control equipment, including portable fire extinguishers and chemical extinguishing equipment, such as those using foam, inert gas, or dry chemicals, are provided by the County at the Permanent Facilities; however, the Contractor shall provide the previously mentioned fire control equipment at HHWCCEs.
4. Spill control equipment including adequate quantities of protective liners such as polyethylene film, absorbent materials, non-sparking shovels or devices, chemical neutralizers, over-pack drums, and any other materials or devices which may be required for the control of spills or releases of material handled by the Contractor.
5. Supplies and procedures for ensuring that spill cleanup equipment is properly decontaminated following a response. Equipment must be replaced or decontaminated and returned to service immediately following a response event.
6. Personal protective equipment (PPE) in adequate quantities at all times to outfit all participants in the permanent collection sites and HHWCCEs. Equipment shall provide, at a minimum, the level of protection required for the tasks performed by the Contractor. The Contractor shall have adequate quantities at all times of material such as chemical protective suits, protective eye wear, protective boots, chemical protective gloves, respirators, eye wash station, hard hats, safety vests, self-contained breathing equipment, and any other safety equipment required by the Contractor in the performance of his duties relating to the event or in the response to emergency situations. PPE shall be worn at all times while in the course of duty.
7. Adequate quantities of first-aid and CPR supplies and equipment.
8. Drums containers, Gaylord boxes, liners, covers, rings, bolts, hazardous waste labels, manifests forms, lab pack lists, lab packing materials, material testing equipment and supplies, material handling carts, or any other material or supply as might be needed for the receipt, identification, packaging, weighing, proper transportation and recycling/disposal of the material collected during the HHW operations. All shipping containers shall meet DOT requirements.
9. Fork lift truck to assist in the loading and unloading of drums and pallets or the rental of a unit as needed for the permanent facilities and Community Collection Events. Operators shall be certified in operation of the fork lift truck.
10. Drum dolly, hand truck, and pallet jack – at least one each per facility.
11. Employee uniforms.

Required Personnel:

The Contractor shall provide sufficient, competent, trained staff to receive, identify, classify, handle, package, consolidate, store and transport all hazardous waste in the operation of the two permanent collection centers and as a result of the HHWCCEs as per the requirements set forth herein.

Contract Representative:

The Contractor shall designate a competent and reliable representative on duty, or readily available by telephone, that is authorized to make decisions and act on its behalf. The Contractor agrees that County shall have twenty-four (24) hour access to said representative via a non-toll call from the County via telephone (e.g., cellular phone) and electronic mail. The Contract Representative shall be responsible for overseeing and implementing the Contractor's performance under this Agreement. The Contract Representative shall be able to respond to and attend an on-site meeting in Orange County within two days of a request by the County's Contract Manager, under normal circumstances.

Project Manager:

The Project Manager shall hold a four (4) year degree in chemistry or a related field from an accredited college or university. The County, in its sole discretion, may waive the requirement of a four-year degree upon specific request of the Contractor that includes specific description of the Project Manager's experience and qualifications. Individuals shall have at least four (4) years of experience in supervising HHW collection and shall have participated in the collection, identification, classification, consolidation, labeling, lab packing and properly manifesting and transporting chemicals and hazardous materials for recycling/disposal as part of his or her duties.

The Project Manager shall manage, supervise and take direct responsibility for the actions of all employees and activities of the Contractor or subcontractor during a HHWCCE and insure compliance to the conditions of the contract. The Project Manager shall ensure that employees properly handle, identify, classify, and segregate unknowns and incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents, assume responsibility for wastes being properly labeled and manifested, and be responsible in determining the appropriate recycling/disposal methods for the hazardous materials collected at the permanent facilities and HHWCCEs.

The Project Manager shall be responsible for the Contractor's actions in the prevention of spills or releases of hazardous materials and the Contractor's responses to accidents and releases as a result of activities relating to the management of hazardous materials during the HHW management operations. The Contractor shall immediately notify the County's Solid Waste Division Environmental Section in the event of a spill or release of hazardous materials.

Chemist:

Persons identified as Chemists shall hold a four (4) year degree in chemistry or a related field from an accredited college or university. Individuals shall have at least two (2) years of experience in conducting HHWCCEs and permanent collection site operations, and participated in the identification, classification, and lab packing of chemicals and hazardous materials as part of his or her duties.

The responsibility of the Chemist shall be to properly handle and identify unknowns, segregate incompatible materials, direct the consolidation of compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate recycling/disposal methods for the hazardous materials collected during the HHW management operations.

Technician:

A Technician shall hold a high school diploma. Individuals shall have at least two (2) years of experience in the collection and proper handling of HHW and shall have participated in the receiving, identification, handling, and packaging of chemicals and hazardous materials received as part of the management of hazardous materials at similar HHW management operations.

Technicians shall be responsible for the identification, classification, and safe removal of hazardous materials, which are delivered by County residents and VSQG's to the HHW collection site. Technicians shall be responsible for safely transporting these materials to the Contractor's accumulation area and be able to identify potential hazards related to the handling of these materials.

Additional Personnel Requirements:

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Contract. The Contractor shall devote sufficient personnel, time, and attention to its operations under this Contract to ensure that its performance will be satisfactory to the County.

The Contractor shall furnish each employee involved in the performance of this Contract with a uniform and safety vest, shirt, or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible to patrons of the HHW Facility. The Contractor's employees shall wear complete uniforms and safety vests, shirts, or jackets at all times. Excessively soiled, torn, or shabby uniforms shall be promptly replaced by the Contractor. The employees' uniforms must comply with Applicable Law.

The Contractor's employees shall treat all customers, co-workers, County employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. The Contractor's employees shall not solicit, accept or encourage tips, gratuities, gifts, or anything of value or accept any payments whatsoever on behalf of County while performing duties under this Contract.

The Contractor's employees shall wear appropriate safety gear at all times when handling materials under this agreement. Proper safety gear includes, at a minimum, appropriate gloves, appropriate boots, appropriate eye protection, and other safety gear as determined and provided by the Contractor.

Personnel Training Requirements

All personnel performing work under this contract shall successfully complete a forty (40)-hour OSHA hazardous waste workers training course and receive certification prior to performing work on this Contract consistent with the requirements of 29 CFR 1910.120.

All personnel shall receive eight (8)-hour refresher course annually as required to maintain current certification. Individuals shall have received first aid and CPR training and be familiar with the emergency application of the same. Individuals shall have annual refresher training in proper management and shipping of hazardous waste that includes identification, classification, consolidation, labeling, packaging, lab packing, and recordkeeping. Training must include hazardous waste management, spill response, preparedness and prevention, and recordkeeping. Individuals shall have proof of initial comprehensive training in managing and transporting hazardous waste that includes hazardous waste identification, classification, consolidation, labeling, packaging, lab packing, land disposal restrictions, and recordkeeping. Hazardous waste training must be refreshed annually while working as a Contractor for the County. The Contractor shall provide initial documentation of worker training to the County, if requested by the County.

All employees involved in the performance of this Contract, including office and all field personnel, must be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, which are specific requirements of this Contract. All field, administrative, supervisory, and customer service personnel must receive customer service training prior to and during the time they are employed by the Contractor.

Traffic Control:

The Contractor shall establish a configuration of logistics and personnel at the County's sites which will allow participants to drive through the permanent collection facility without leaving their car and will allow the Contractor to remove the hazardous material from the participant's vehicle. The Contractor shall post signs or other legible instructions to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic. The Contractor shall set up traffic lanes for participants at all HHWCCEs, and permanent facilities.

Handling and Packaging of Wastes:

The Contractor shall provide on-site services for the safe removal of hazardous wastes from vehicles, interview participants on the characteristics of their wastes, and determine the appropriate handling and storage of the wastes. The material, once properly identified, shall be transported to the Contractor's packaging and consolidation area located at the site.

Identification of Wastes:

The Contractor shall provide identification and classification of all hazardous wastes received. Identification shall be sufficient to classify the waste per EPA and properly package and label all hazardous wastes pursuant to DOT requirements for transportation of hazardous wastes and materials and to ensure acceptance of the wastes at an approved, permitted facility as identified herein. All wastes will be evaluated to determine

any land disposal restrictions and treatment standards applicable prior to ultimate disposal. Land disposal certifications will be prepared for all HHW in accordance with 40 CFR 268 and records will be maintained for inspection by the County.

The Contractor shall provide all materials and equipment necessary for the proper testing and identification of wastes received during the HHW management operation. The Contractor shall provide this service through the use of a Chemist with the minimum qualifications for this position as required herein.

Consolidation of Wastes: Bulk Packing

The Contractor shall make every effort to consolidate compatible wastes in its goal to provide the County with the lowest practicable recycling/disposal cost for those wastes. This shall include, but is not limited to, pouring off or mixing together any material which is chemically compatible and will not change or increase the hazard class or recycling/disposal cost of the original materials and would not create an increased risk to employees or participants in the HHW management operations. The Contractor shall provide this service through the use of a Project Manager's or Chemist's supervision with the minimum qualifications for the position as required herein.

Lab Packing:

The Contractor shall provide services for the lab packing of hazardous materials for recycling/disposal. Lab packing at HHWCCEs shall be performed at the temporary packaging and consolidation area, which shall be established by the Contractor at the collection site. Each lab pack shall be accompanied by a lab pack list, which identifies the individual types, and the exact quantities and hazardous contents of the completed lab pack. The Contractor shall supply the County with the lab pack lists upon completion of the lab pack.

The Contractor shall use the minimum amount of packing material and the smallest practicable packaging container, which can be safely utilized in the lab packing operation. The Contractor shall provide this service through the use of a Project Manager's or Chemist's supervision meeting the minimal requirements for this position as set forth herein. Lab packs shall be QA'd/QC'd and each facility shall be subject to monthly inspections by the County. Land disposal restriction requirements will be ensured by the Contractor for any lab packs using proper notification pursuant to 40 CFR 268.

Consolidation of Similar Materials (Loose Pack):

Upon written authorization by the County, the Contractor may provide services for the consolidation of similar materials within an approved profile (e.g., aerosols, paint) for recycling/disposal. Consolidating of materials at HHWCCEs shall be performed at the temporary packaging and consolidation area, which shall be established by the Contractor at the collection site.

The Contractor shall use the minimum amount of packing material and the smallest practicable packaging container, which can be safely utilized in the consolidation operation. The Contractor shall provide this service through the use of a Project Manager or Chemist's supervision with the minimum qualifications for the position as required herein.. Consolidated materials shall be QA'd/QC'd and each facility shall be subject to monthly inspections by the County. Land disposal restriction requirements will be ensured by the Contractor for any consolidated materials using proper notification pursuant to 40 CFR 268.

Storage of Wastes:

The Contractor may store HHW at the Permanent Facilities for a period of no longer than ninety (90) days. The Contractor may not store VSQG wastes at the County's facilities. The Contractor shall secure all waste stored at the Permanent Facilities to ensure there are no breaches in safety or security. Weekly inspection forms shall be completed for all facilities.

Calculation of Weights:

The weight of the materials shall be determined using a County supplied scale calibrated with National Bureau of Standards traceable weights at least twice a year and checked at least daily with a set of standard weights. The Contractor shall be prohibited from making weight or quantity estimates of material identified on the manifest.

Orange County personnel shall confirm and document weights and quantities before the Contractor may load material for shipment off site. The weight of the wastes collected shall be on a net weight basis, i.e., the full container weight minus the standard tare container weight. The net weight shall include the weight of the absorbent materials. Only vermiculite or organic absorbents compatible with the packaged materials are allowed for use. Use of other materials such as clay absorbents is not allowed. The Contractor may make specific written request to the County for the use of alternative packaging materials, and acceptance of the use of alternative packaging materials shall not be unreasonably withheld. For purposes of determining the net weight, the following standard container tare weights will be used:

55-gallon steel drum	42 pounds
55-poly drum	30 pounds
30-gallon steel drum	30 pounds
20-gallon fiber drum	10 pounds
5-gallon pail	5 pounds

The weights of other shipping containers not listed will be reasonably determined and agreed upon as needed.

Transportation of Wastes:

The Contractor shall transport all material managed under this Contract to an appropriate Designated Facility as determined by waste classification and land disposal restriction treatment standard requirements. Transporters used in performing work under this contract shall meet the standards described in 40 CFR 263 and FAC 62-730. Transportation shall be accomplished in accordance with the requirements of 49 CFR 171 through 180. The Contractor shall be responsible for appropriately packaging materials for transport, and transporting materials to the Landfill Permanent Facility from: 1) The McLeod Permanent Facility or McLeod Transfer Station; 2) The Porter Permanent Facility or Porter Transfer Station; 3) McCormick Transfer Station; 3) Landfill Small Vehicle Drop Off Facility; 4) HHWCCEs; and 5) Other locations within the Orange County Landfill (as directed by the County).

Recycling/Disposal at Approved Facilities:

The Contractor shall only transport material for consolidation, treatment, and/or recycling/disposal to a Designated Facility. The Contractor shall strictly ensure that any materials managed pursuant to this Contract, or which are generated by subsequent waste

management activities of material managed under this Contract are prohibited from being delivered to any other facility. The disposal of material managed pursuant to this contract shall not be disposed in non-hazardous waste landfills as identified in Subtitle D of 40 CFR 264, or delivered to non-hazardous waste incinerators or any such facility which is not licensed or permitted to conduct Treatment, Storage, or Disposal of hazardous wastes as identified in 40 CFR 264.

The Contractor shall ensure that wastes are managed in accordance with land disposal restriction notification and treatment requirements contained in 40 CFR 268 and records are provided to the County.

The Contractor shall properly dispose of materials managed under this Contract in conformance with 40 CFR 264 and FAC 62-730 and the requirements of this Contract. The Contractor shall charge the County a recycling/disposal rate which is specified in the Contractor's bid. The Contractor shall manage universal waste in accordance to 40 CFR 273 and F.A.C. 62-730.185 and F.A.C. 62-737.

The Contractor shall be responsible for paying any damages, penalties, and/or fines imposed by any governmental agency, court, or private agent associated with its performance under this Contract. If any such damages, penalties, and/ or fines are levied against the County for: 1) the Contractor's performance; 2) any work described herein as the responsibility of the Contractor; 3) the Contractor's failure to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule, regulation or special condition applicable to the contract or directly or indirectly relating to or resulting from the handling, identification, packaging, classifying, labeling, transportation, or recycling/disposal of any materials handled or managed by the Contractor, then those damages, penalties, and/or fines shall be borne by the Contractor.

Recyclable Materials:

The Contractor shall properly handle, segregate, bulk, lab pack, and store for proper shipping those materials which can be recycled and must elect to recycle those materials as the preferred method of disposal. This may include, but not be limited to, used anti-freeze, used oil, gasoline, heating oil, oil filters, automobile batteries, rechargeable batteries (including, but not limited to Nickel Cadmium, Nickel Metal Hydride, and Lithium Ion), mercury containing lamps and devices, liquid propane (LP) tanks, electronics, or any other materials which may be identified by the Contractor or the County as recyclable during the collection operation. Materials may be designated and directed for reuse only with the expressed written consent of the County.

The Contractor shall be responsible for properly receiving, managing, preparing for shipment, and loading certain materials (e.g., fluorescent bulbs, electronics, computers, used oil) that will be transported and recycled by others (i.e., not sent for disposal or recycling under this contract). From time-to-time, the Contractor shall be responsible for collecting such materials from remote locations and transporting such materials to one of the HHW Facilities. The County (or its designee) will be responsible for providing to the Contractor all required shipping containers, packaging, material, shipping labels, packaging instructions, and shipping papers associated with the other recycling activity. The Contractor shall be responsible for performing such services as part of its management of the permanent HHW Facilities and within the price bid for "Management and Operation of Two (2) Permanent HHW Facilities" on the Bid Response Form.

Non-Hazardous Wastes:

The Contractor shall not package or dispose of non-hazardous waste or empty containers formerly containing hazardous waste which are collected during HHW management operations unless otherwise directed by the County. The County shall make available to the Contractor a dumpster for the disposal of non-hazardous wastes and empty containers collected during operations and the Contractor shall place these wastes in this dumpster. The Contractor shall assure that empty containers meet regulatory requirements prior to disposal into the non-hazardous waste dumpster. The Contractor shall place latex paint in a separate County-provided roll-off container. The County may designate additional materials for separate management, and the County shall be responsible for making a separate container available to the Contractor for said material. The County shall be responsible for providing transportation and disposal of non-hazardous waste and empty containers, latex paint, and any designated separate management materials.

Unacceptable Wastes:

Unacceptable wastes under this contract are: 1) Compressed gas cylinders (with the exception of LP tanks & Freon cylinders smaller than 100 pounds); 2) Explosives; 3) Radioactive materials; 3) Shock sensitive materials; 4) Ammunition; 5) Fireworks; and 6) Infectious or biological wastes (Unacceptable Waste). The Contractor shall not accept any Unacceptable Waste during its performance under this Contract. The Contractor shall immediately take title to, and be responsible for the proper disposal of, any Unacceptable Waste the Contractor or its agents accept while performing work under this Contract.

Title of the Waste:

Title to all materials accepted by the Contractor from the County and VSQGs for transport and recycling/disposal by the Contractor shall pass directly from the County or VSQG to the Contractor upon manifest completion by the Contractor.

Manifest:

The Contractor shall supply, competently complete, and provide to the County a Uniform Hazardous Waste Manifest (UHW), US EPA Form OMB No. 2050-0039 in accordance with 40 CFR 262, Subpart B, for all HHW wastes received and packaged by the Contractor during the project. A UHW shall be prepared at each Permanent Facility and HHWCCE for material shipments.

The UHW shall comply with all applicable DOT requirements for the identification of hazardous materials. The County shall be identified on the UHW as the generator for all wastes collected by the Contractor on behalf of the County under this Contract during HHW management operations. The Contractor shall supply the County with a copy of the UHW prior to transportation of any materials for recycling/disposal. The Contractor shall be responsible for the preparation of the required Land Disposal Restriction notification documents and shall provide the County with copies of the completed forms prior to transportation of any material for recycling/disposal.

Material shipped under this Agreement may only be manifested to Designated Facilities. Within 30 days of a load being shipped pursuant to this Contract, the Contractor shall provide to the County a signed copy of the UHWM acknowledging receiving of all of the manifested material at the Designated Facility.

VSQG Waste:

- 1) The Contractor shall accept hazardous waste from verified VSQGs at the County's Permanent Facilities one day each month during normal operating hours as authorized by the County. The Contractor shall provide VSQGs service in a manner consistent to the services described herein. The Contractor shall provide the VSQGs with an itemized list of it accepts from the VSQG.
- 2) The Contractor shall assess to, and be responsible for collecting from the VSQG, all costs associated with VSQG material collection, management, and disposal. The County shall not be charged directly or indirectly for any costs associated with VSQG activity. The County shall accept no liability for the Contractor's VSQG activity or the VSQG waste.
- 3) The Contractor shall not store VSQG wastes received at the County's permanent facilities. Waste the Contractor accepts from VSQGs must be coordinated directly between the VSQG and the Contractor. The Contractor assumes all responsibility in the performance of any activities connected with the collection and recycling/disposal of VSQG wastes.
- 4) The Contractor shall supply the VSQG and the County with a copy of the Uniform Hazardous Waste Manifest (UHWM) for all hazardous waste collected from VSQGs.

Reports:

Within the time specified below the Contractor shall provide the County with the following reports:

- 1) Monthly: The Contractor shall provide a report for each Permanent Facility and HHWCCEs (quarterly) containing each location name, the date(s) of operation, number of hours each day the location was operated the number of cars or residents that delivered material to each location, and the type and exact quantity of the material received at each location for the month.
- 2) Concurrent with any shipments the Contractor shall supply a completed manifest and supporting documentation (including packing sheets, Land Disposal Restriction notification documents, etc.).
- 3) Within 60 days of material shipment from a County location, the Contractor shall supply a Certificate of Destruction. The County reserves the right to withhold a percentage of the awarded contract amount until the receipt by the County of the Certificate of Destruction.
- 4) Monthly: The Contractor shall provide a detailed report of any spills or emergencies which occurred during performance of his services and outline the outcome of any remedial actions taken to include the current condition of the situation.

- 5) Monthly: The Contractor shall provide to the County a report of any violation, citation, fine, penalty, or significant event that has occurred during transportation of County material or that has occurred at any company facility or Designated Facility receiving material managed under this Contract.
- 6) Monthly: The Contractor shall submit a detailed invoice to the County pursuant to the terms and conditions specified herein and the contract between the County and the Contractor.
- 7) Within two (2) weeks of contract award: The Contractor shall submit site specific Contingency and Safety Plans as described above.
- 8) As requested by the County: The Contractor shall work with the County to collect and provide information or any other documents related to the operation of these facilities.
- 9) Monthly: When in operation, the Contractor shall conduct and document facility inspections at the two permanent facilities using an audit checklist prepared by the Contractor and reviewed and acknowledged by the County. Inspection documentation shall be kept at the facility for the term of the contract and a monthly summary shall be provided to the County.

Household Hazardous Waste Community Collection Events (HHWCCEs):

The County intends to conduct a minimum of four (4) HHWCCEs per year. Each event shall be open to the public for seven (7) hours. The County shall designate the locations and times of the HHWCCEs. The Contractor shall plan and coordinate setup with the County and any other Contractor handling and loading at the HHWCCEs. The Contractor shall provide a minimum of fifteen (15) qualified staff per HHWCCE.

The Contractor shall prepare a site specific safety plan and coordinate said plan with the County for each HHWCCE. The site safety plan will designate, at a minimum, details of spill response procedures, safety equipment, evacuation protocols, stormwater protection methods, decontamination procedures, medical treatment facilities and methods for minimizing both physical and chemical dangers to public, County, and Contractor personnel working the event.

The Contractor shall prepare for and conduct a Safety Meeting, to include County and other attending Contractors, previous to the beginning of each HHWCCE. The Contractor's personnel shall wear safety equipment at all times. All roll-off containers and semi-trailers provided by the County shall be covered with plastic liner (floors and underneath the trailers) previous to deposition of any waste to prevent and capture leakage. Spills shall be addressed immediately. Parking lot surface should be restored to original conditions. All waste water as result of the spill cleanup efforts shall be collected, drummed, and properly disposed by the end of the event. Pending restoration to the facilities shall be completed within three (3) days after the collection event.

The County shall allow the use of subcontractors in the performance of activities specified herein. The Contractor shall meet all of the minimal requirements specified and the subcontractor shall meet the minimal requirements for activities which will pertain to functions performed by the subcontractor. The Contractor shall be solely responsible for the activities performed by the subcontractor and the Contractor shall indemnify and hold the County harmless for any work or services performed by the subcontractor.

The Contractor shall be responsible for assuring that all collected material and equipment are safely loaded and removed from the event site at the end of the collection day and assist with unloading, loading, and handling of electronics, batteries, and other materials if requested by the County. The facility shall be left cleaned of any debris or spills generated during the collection event.

County Training:

Annually, at no additional cost, the Contractor shall provide an eight (8) hour OSHA refresher training to up to six (6) County employees. The training shall be coordinated through the Solid Waste Division's Environmental Coordinator. Training shall be conducted at the County Solid Waste Administration Building located at 5901 Young Pine Road., Orlando, FL 32829. Contractor personnel may also attend this training. The instructor provided by the Contractor shall be a qualified Chemist or equivalent with forty (40) hour OSHA Hazardous Waste Operations training (and any other applicable credentials required to provide such training). The Contractor shall provide all training materials and equipment.

If requested by the County, the Contractor shall provide, at no additional cost, the personnel, equipment, supplies and material necessary to conduct at least one (1) lab packing training class for County personnel. Each class shall focus on general handling, storing, segregating, chemical compatibility, and specific Contractor requirements for lab packing materials to meet the Contractor's criteria. The instructor shall supply technical support, written protocols, appropriate training and guidance to allow the staff to lab pack waste to meet the Contractor standards for acceptance at designated facilities. The training shall include: special packaging criteria, allowable shipping containers, segregation guidelines, unacceptable materials requirements, packaging media desired, volume of waste allowed per container, labeling and marking, and special handling for reactive materials.

**BID RESPONSE FORM
IFB #Y19-116-MV**

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

TRANSPORTATION AND DISPOSAL, AS SPECIFIED

ITEM NO.	<u>DESCRIPTION</u> <u>Category/DOT Hazard Class</u>	<u>ANNUAL ESTIMATED POUNDS</u>	<u>ANNUAL UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>INITIAL (1 YEAR) CONTRACT TERM</u>
1.	Waste Flammable Liquid, n.o.s., Bulk/labpack/3 Disposal Method: _____	446,000	\$_____ /lb.	\$_____ =	\$_____
2.	Waste Flammable Solids/4.1 Disposal Method: _____	261,200	\$_____ /lb.	\$_____ =	\$_____
3.	Pest. Liquid Solid Toxic /6.1 Disposal Method: _____	206,000	\$_____ /lb.	\$_____ =	\$_____
4.	Waste Aerosols/2.1 Disposal Method: _____	39,000	\$_____ /lb.	\$_____ =	\$_____
5.	Waste Corrosive/8 Disposal Method: _____	125,000	\$_____ /lb.	\$_____ =	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ANNUAL ESTIMATED POUNDS</u>	<u>ANNUAL UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>INITIAL (1 YEAR) CONTRACT TERM</u>
6.	Waste Oxidizers/5.1	13,000	\$ _____/lb.	\$ _____ =	\$ _____
	Disposal Method: _____				
7.	Contaminated Antifreeze	22,000	\$ _____/lb.	\$ _____ =	\$ _____
	Disposal Method: _____				
8.	Waste Motor Oil, Bulk	16,000	\$ _____/lb.	\$ _____ =	\$ _____
	Disposal Method: _____				
9.	Small LP Tanks (1 pound)	28,000	\$ _____/lb.	\$ _____ =	\$ _____
	Disposal Method: _____				
10.	PCB, Bulk/9	1,300	\$ _____/lb.	\$ _____ =	\$ _____
	Disposal Method: _____				
11.	Dioxin, 2,4,5-TP Sylvex, Penta/6.1	1,200	\$ _____/lb.	\$ _____ =	\$ _____
	Disposal Method: _____				
TOTAL TRANSPORTATION AND DISPOSAL (ITEMS 1 THROUGH 11)					\$ _____

Company Name

MANAGEMENT AND OPERATION OF HHW COMMUNITY COLLECTION EVENTS, AS SPECIFIED

<u>ITEM NO. DESCRIPTION</u>	<u>PRICE PER EVENT</u>	<u>EST. EVENTS PER YEAR</u>	<u>TOTAL PRICE</u>	<u>INITIAL (1 YEAR) CONTRACT TERM</u>
12. Community Collection Events	\$ _____	X 4	=\$ _____	=\$ _____

MANAGEMENT AND OPERATION OF TWO (2) PERMANENT HHW FACILITIES, AS SPECIFIED

<u>ITEM NO. DESCRIPTION</u>	<u>MONTHLY PRICE PER FACILITY</u>	<u>X 12</u>	<u>TOTAL PRICE</u>	<u>INITIAL (1 YEAR) CONTRACT TERM</u>
13. Landfill seven (7) days per week	\$ _____	X 12	=\$ _____	=\$ _____
14. Transfer Station two (2) days per week	\$ _____	X 12	=\$ _____	=\$ _____
15. Transfer Station four (4) days per week	\$ _____	X 12	=\$ _____	=\$ _____
16. Transfer Station six (6) days per week	\$ _____	X 12	=\$ _____	=\$ _____

**TOTAL ESTIMATED BID
(ITEMS 12 THROUGH 16)** \$ _____

TOTAL ESTIMATED ITEMS 1 THROUGH 16 \$ _____

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.

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

Bid Response Documents - The following documents constitute your bid:

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

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name Title Telephone Number/Email

(Signature)

(Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture ____ Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

REFERENCES

List three (3) clients during the past five (5) 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. The same client entity shall not be used more than once.

1. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y19-116-MV

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

Name Of Subcontractor	Is the SubContractor a Certified M/WBE with Orange County Government?	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.Y19-116-MV

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.Y19-116-MV, Household Hazardous Waste Collection and Disposal**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

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

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

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

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

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

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

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

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

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

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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

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

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

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

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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