

**AMENDMENT NO. 4**  
**CONTRACT NO. Y19-131, Disaster Debris Monitoring and Recovery Services**

EFFECTIVE DATE: May 1, 2024

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby extended for one (1) month, from May 1, 2024 through May 31, 2024. The contract amount remains unchanged.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**Tetra Tech, Inc.**

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

By: 



Print Name: Jonathan Burgiel

Jenna Allen

Title: Business Unit President

Contracting Agent, Procurement Division

Date: 3/7/2024

Date: 3/12/2024

**AMENDMENT NO. 3**  
**CONTRACT NO. Y19-131, Disaster Debris Monitoring and Recovery Services**

EFFECTIVE DATE: May 1, 2023

By mutual agreement, the subject contract is changed as follows:

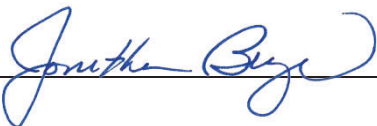
1. The contract is hereby renewed for an additional 1- year term, from May 1, 2023 through April 30, 2024. The contract amount remains unchanged.
2. In accordance with Special Terms and Conditions, Article 29, PRICE ESCALATION/DE-ESCALATION, the line item pricing is increased by 4% based on the CPI.


Detailed Description	Unit of Measure	Current Unit Price	New Unit Price
Project Manager	HR	\$ 74.88	\$ 77.88
Operations Manager	HR	\$ 46.80	\$ 48.67
FEMA Coordinator	HR	\$ 98.80	\$ 102.75
Scheduler/Expediter	HR	\$ 71.76	\$ 74.63
GIS Analyst	HR	\$ 62.40	\$ 64.90
Computer Analyst	HR	\$ 67.60	\$ 70.30
Field Supervisors	HR	\$ 43.68	\$ 45.43
Debris Site / Tower Monitors	HR	\$ 32.24	\$ 33.53
Environmental Specialist	HR	\$ 62.40	\$ 64.90
Project Inspectors (Citizen Site Monitors)	HR	\$ 32.24	\$ 33.53
Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	HR	\$ -	\$ -
Billing/Invoice Analysts	HR	\$ 46.80	\$ 48.67
Administrative Assistants	HR	\$ 33.28	\$ 34.61
Field Coordinators (Crew Monitors)	HR	\$ 35.36	\$ 36.77

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**Tetra Tech, Inc.**

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

By: 



Print Name: Jonathan Burgiel

Jenna Allen

Title: Business Unit President

Contracting Agent, Procurement Division

Date: 01/19/2023

Date: 01/19/2023

**AMENDMENT NO. 2**  
**CONTRACT NO. Y19-131, Disaster Debris Monitoring and Recovery Services**

EFFECTIVE DATE: May 1, 2022

By mutual agreement, the subject contract is changed as follows:

1. In accordance with Special Terms and Conditions, Article 29, PRICE ESCALATION/DE-ESCALATION, the line item pricing is increased by 4% based on the CPI.


<b>Detailed Description</b>	<b>Unit of Measure</b>	<b>Current Unit Price</b>	<b>New Unit Price</b>
Project Manager	HR	\$ 72.00	\$ 74.88
Operations Manager	HR	\$ 45.00	\$ 46.80
FEMA Coordinator	HR	\$ 95.00	\$ 98.80
Scheduler/Expediter	HR	\$ 69.00	\$ 71.76
GIS Analyst	HR	\$ 60.00	\$ 62.40
Computer Analyst	HR	\$ 65.00	\$ 67.60
Field Supervisors	HR	\$ 42.00	\$ 43.68
Debris Site / Tower Monitors	HR	\$ 31.00	\$ 32.24
Environmental Specialist	HR	\$ 60.00	\$ 62.40
Project Inspectors (Citizen Site Monitors)	HR	\$ 31.00	\$ 32.24
Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	HR	\$ -	\$ -
Billing/Invoice Analysts	HR	\$ 45.00	\$ 46.80
Administrative Assistants	HR	\$ 32.00	\$ 33.28
Field Coordinators (Crew Monitors)	HR	\$ 34.00	\$ 35.36

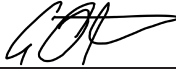
2. The contract is hereby renewed for the period of May 1, 2022 through April 30, 2023.
3. All other terms, conditions and prices remain unchanged. The total estimated annual contract amount shall remain unchanged at \$3,000,000.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**Tetra Tech, Inc.**

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

By: 



Print Name: Jonathan Burgiel

Gian Otero  
Contracting Agent

Title: Business Unit President

Procurement Division

Date: 04/19/2022

Date: 4/19/2022

**AMENDMENT NO. 1**

**CONTRACT NO. Y19-131  
DISASTER DEBRIS MONITORING AND RECOVERY SERVICES**

EFFECTIVE DATE: July 8

By mutual agreement, the subject contract is changed as follows:

1. ARTICLE 3 PAYMENT TO CONTRACTOR, is hereby amended and revised as follows:
  - A. The total amount to be paid by the COUNTY under this Contract for services shall not exceed an estimated nine million Dollars (\$ 9,000,000). The CONTRACTOR shall notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached.
  - B. The Contractor shall ensure they are not performing services in excess of the not to exceed limit of \$ 9,000,000 or they do so at their own risk. The County will not unreasonably withhold an amendment of the not to exceed amount if services are needed.
  - C. The CONTRACTOR shall bill the COUNTY on a monthly basis or as otherwise provided and shall be paid in accordance with the hourly rates specified in attachment "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
  - D. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

2. All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**Tetra Tech, Inc.**

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

By: 



Print Name: Jonathan Burgiel

Carrie Mathes, MPA, CFCM, CPPO, C.P.M., CPPB, APP

Title: Business Unit President

Manager, Procurement Division

Date: July 17, 2019

Date: 7-25-19

## CONTRACT # Y19-131

This Contract is made as of the 1st day of May, 2019 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Tetra Tech, Inc.** [ ] an individual, [ ] a partnership, [ X ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is **954148514**. This contract is subject to change based on guidance from the Federal funding source.

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

### **ARTICLE 1**            **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of **DISASTER DEBRIS MONITORING AND RECOVERY SERVICES**, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be **Ralphetta Aker**, telephone no. **407-836-8088**.

### **ARTICLE 2**            **SCHEDULE**

The CONTRACTOR shall commence services on **May 1, 2019** and complete all services by **April 30, 2022**.

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

**This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.**

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

### **ARTICLE 3**            **PAYMENTS TO CONTRACTOR**

- A. The CONSULTANT shall be paid in accordance with the hourly rates specified in attachment "B" for services rendered and accepted toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- C. **Final Invoice:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges

and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

**ARTICLE 4            REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/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.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

**ARTICLE 5            PAYMENT AND PERFORMANCE BOND**

The CONTRACTOR shall execute and deliver to the County the Payment and Performance Bonds included herein as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents.

These Bonds shall be in amounts \$250,000, shall name the County as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Prior to execution of the Contract Documents the County may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the Contractor. If the Contract Amount is increased by Change Order, it shall be the Contractor's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

**The Contractor may be required to record the payment and performance bonds in Orange County public records as prescribed by Florida Statutes, Chapter 255.05. If applicable, before commencing the work the Contractor shall provide to the Manager of the Procurement Division a certified copy of the recorded bonds, no payment will be made to the contractor until the contractor has provided a copy of the recorded bonds.**

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

**ARTICLE 6            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 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.flair.com/companysearch/](http://www.flair.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://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
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

**ARTICLE 7            INDEMNIFICATION**

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

**ARTICLE 8            FEDERAL AND STATE TAX**

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

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

**ARTICLE 9            AVAILABILITY OF FUNDS**

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

**ARTICLE 10          CONFLICT OF INTEREST**

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

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

**ARTICLE 11          UNIFORM COMMERCIAL CODE**

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

**ARTICLE 12            TERMINATION**

**A.        Termination for Default:**

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

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

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

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

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

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

by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

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

**ARTICLE 13 FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding seven (7) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. **As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor's obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor's part that are in any way related to natural disaster conditions (ie: fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**
4. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

**ARTICLE 14 PERSONNEL**

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

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

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

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

**ARTICLE 15            TRUTH IN NEGOTIATION CERTIFICATE**

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

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

**ARTICLE 16            ARREARS**

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

**ARTICLE 17            DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

**ARTICLE 18            INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY.

All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

**ARTICLE 19            CONTINGENT FEES**

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

**ARTICLE 20            ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors 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 sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

**ARTICLE 21            EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

**ARTICLE 22**            **SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
  
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
  
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
  - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
  
  - 2. Engaged in business operations in Cuba or Syria.
  
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
  - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
  
  - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
  
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
  
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
  
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

**ARTICLE 23**            **MODIFICATIONS OF WORK**

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



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

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

#### **ARTICLE 24            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/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor."

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

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

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

#### **ARTICLE 25            TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

#### **ARTICLE 26            VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

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

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

**ARTICLE 27            LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

**ARTICLE 28            PRICE ESCALATION/DE-ESCALATION (CPI)**

The County may allow a price escalation provision within this award. The original contract prices shall be firm for the entirety of the initial (3-year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at renewal 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](http://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.

**ARTICLE 29            DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By executing this contract Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**ARTICLE 30            FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.**

By executing this contract the Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**ARTICLE 31            ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- A. The contractor agrees to provide Orange County, the State of Florida, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**ARTICLE 32            DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**ARTICLE 33**            **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS)**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**ARTICLE 34**            **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**ARTICLE 35**            **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**ARTICLE 36**            **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this contract 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.

**ARTICLE 37**            **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

- A. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

**ARTICLE 38**            **ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**ARTICLE 39            JURY WAIVER**

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

**ARTICLE 40            GOVERNING LAW AND VENUE**

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

**ARTICLE 41            NO REPRESENTATIONS**

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

**ARTICLE 42            AUTHORITY TO PRACTICE**

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

**ARTICLE 43            SEVERABILITY**

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

**ARTICLE 44            SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

**ARTICLE 45            REMEDIES**

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

**ARTICLE 46        ADDENDA**

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

**ARTICLE 47        ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 48        NOTICE**

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

Carrie Mathes, Manager, MPA, CFCM, CPPO, C.P.M., CPPB, APP

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Orange County Procurement Division

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400 E. South St. Orlando FL, 32801

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Phone: 407-836-5664

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**and if sent to the CONTRACTOR shall be mailed to:**

Betty Kamara, Contracts Admisniatrtor

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Tetra Tech, Inc.

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2301 Lcuien Way, Suite 120

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Phone: 407-803-2551

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**ARTICLE 49        ATTACHMENTS**

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. Exhibit A Scope of Services
- B. Exhibit B Fee Schedule Form

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

**CONTRACTOR:**

Tetra Tech, Inc.

Company Name



Signature

Jonathan Burgiel

Typed Name

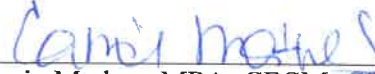
Business Unit President

Title

May 3, 2019

Date

**ORANGE COUNTY, FLORIDA:**



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



Date

**SECTION 2**  
**SCOPE OF SERVICES**



## SCOPE OF SERVICES

### I. BACKGROUND

Orange County is located in Central Florida, USA and has a population of 1,225,267 citizens based upon current (2013) County records. The County encompasses approximately 989 square miles or 639,864 acres of which 505,200 acres are unincorporated and 133,928 are incorporated (municipalities). The County has approximately 5,100 miles of improved and maintained roadways and 47 miles of non-maintained roadways which includes all County, State, Expressway and Municipal roadways. Orange County's park system includes 100 parks.

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

The Contractor shall provide a range of services including debris monitoring, oversight and management of disaster recovery and debris removal contractors, damage assessment, training, emergency planning and other services as needed and ordered by the County for natural or manmade disasters. The County will assign debris removal contractors to the debris monitoring contractor at its sole discretion. Other services may include facilitating communication with Federal Emergency Management Administration (FEMA), Federal Highway Administration (FHWA), the State of Florida and other federal agencies, and coordination with state insurance representatives.

### II. SCOPE

#### A. DEBRIS MONITORING SERVICES

##### 1. Disaster Response Administrations and Documentation

Upon notification by the County, the Contractor shall provide the following services:

- a. A Project Manager who shall be the County's point-of-contact, responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. The Project Manager shall be physically located in the Emergency Operations Center (EOC) or other location specified by the County within two (2) hours of Notice to Proceed. The Project Manager shall assign an operations manager to oversee each assigned debris recovery contractor.

Reporting to EOC – The project manager and at his discretion other key personnel shall report to a location within Orange County as determined by the Orange County representative, at a minimum of 24 hours prior to a hurricane event. For other natural or manmade disasters the Contractor shall report within six (6) hours after notification.

The Contractor shall mobilize a staff of sufficient size to adequately monitor debris operations within 24 hours of Notice to Proceed. The Project Manager shall provide daily updates on debris removed and estimate the time remaining for job completion.

The Project Manager shall be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager's responsibilities include:

- b. Coordinating daily briefings, work progress, staffing, and other key items with the County.
  - c. Scheduling work for all team members and contractors on a daily basis.
  - d. Scheduling and managing field staff.
  - e. Monitoring Debris Removal Contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery work.
  - f. Assisting the County with responding to public concerns and comments.
  - g. Conducting safety inspections.
  - h. Ensuring compliance with contracts by all prime and subcontractors.
  - i. Scheduling and running periodic meetings with field staff and contractors.
  - j. Oversight of the FEMA/FHWA reimbursement process and procedures.
  - k. Ensure adherence to the Quality Control Plan.
2. Project Management Team

At minimum, the project management team shall consist of the following members:

- a. Project Manager
- b. Operations Managers
- c. FEMA Coordinator
- d. Scheduler/Expeditors
- e. GIS Analyst
- f. Computer Analyst
- g. Field Supervisors
- h. Debris Site/Tower Monitors

- i. Environmental Specialist
- j. Project Inspectors (Citizen Site Monitors)
- k. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- l. Billing and Invoice Analysts
- m. Administrative Assistants
- n. Field Coordinators (Crew Monitors)

The Contractor may use other required positions as necessary with the written approval of the County's Project Manager. All such positions and applicable hourly rates shall be listed in the Fee Schedule Form, Lot II, Additional Positions.

**B. Services Provided by the Contractor Include:**

**1. Operational Reports and Record Documentation**

The Contractor shall prepare and submit operational reports throughout the duration of the recovery operations.

Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted within the timeframe established by the Orange County representative, to a distribution list established by the County Project Manager. In order to have consistency, a reporting structure and format will be provided to the Contractor by the County. Each daily report submitted shall contain the following minimum information:

- a. Contractor's name
- b. Contract number
- c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
- d. GIS mapping data updates and digitized reports.
- e. All GIS layers required will be provided to the Contractor by Orange County Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data shall be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.
- f. Data exports on a monthly basis shall be at a minimum SQL server version 2008 or Oracle version 11g or higher version.
- g. Scanned documents should be at a minimum 300 dpi and in jpg, TIFF or PDF file format.

- h. The Contractor shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing. Such documentation shall be digitized along with all source documentation (such as load tickets) and supplied to the County with each invoice.
- i. Work closely with State Emergency Management, FEMA, and all other applicable agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements to maximize reimbursement eligibility.

Weekly Summaries: The Contractor shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include Contractor or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

Damage Reports: The Contractor shall notify the County, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

- 2. Technical Expertise and Guidance – As directed by the County, the Contractor shall provide:
  - a. A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
  - b. Damage assessment to include plan development, procedure development, staff training, and staff augmentation.
  - c. Damage assessments of facilities.
  - d. A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.
  - e. Development of debris plan to include staff training, environmental assessment and mitigation.
  - f. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
  - g. Technical support and assistance in developing public information.
  - h. Technical support and assistance with preparing and/or developing data and documentation for the County's reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

- i. Other reports and data as required by the County.
- j. Aerial photographs per Orange County Public Works specifications shall be flown monthly (of the debris sites or other areas as designated or requested by the County).

C. Other Services – As directed by the County, the Contractor may provide the following:

1. Training and Assistance: Sessions for all key County personnel and assistance in all Disaster debris recovery-planning efforts as requested.
2. Preliminary Damage Assessment: Within twenty-four (24) hours of NTP, determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
3. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited, to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
4. Post-Disaster Federal Grant Application and Reimbursement and Support: Collaborate with County staff and other County consultants on project formulation, including damage assessments, information gathering, project development, preparation of Project Worksheets and other grant application or reimbursement documents, and other project submittals to the Florida Department of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA)
5. Digitization of all source documentation (such as load tickets and supplies to the County with each invoice).

D. Final Report

A final report shall be prepared by the Contractor and submitted to a distribution list as established by the County Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information shall be included in this report:

1. Discussion of disaster response requirements and results.
2. Recommendations for future disaster response strategies.
3. Stopping work in progress that is not being performed or documented in the appropriate manner.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

5. Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.
6. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
7. Maintaining digital photo documentation of recovery work on a weekly basis.
8. Aerial Photography on a monthly basis.

#### E. Meetings and Communications

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor shall meet with County representatives as directed by and coordinated with the County. The Contractor shall attend a pre-proposal conference for the debris recovery contractors, if so directed by the County, and convene and attend regular progress and coordination meetings, as appropriate. The Contractor shall provide minutes of all meetings within three (3) business days after the meeting occurs.

#### F. Field Monitoring

The Contractor shall provide a quality control team consisting at a minimum of two (2) monitors per site and one (1) monitor per recovery crew. This team shall monitor the recovery contractors for contract compliance, efficiency and regulatory compliance and provide feedback to the County through their management team. They shall be equipped with state-of-the-art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

##### 1. Responsibilities of the Quality Control Team:

The Quality Control Team shall:

- a. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
- b. Inspect means and methods to measure and record work and recommend changes that may be needed.
- c. Stop work in progress that is not being performed or documented in the appropriate manner.
- d. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- e. Check work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.
- f. Report any improvements in work assignments and/or efficiency/productivity that may be appropriate.

- g. Maintain digital photo and GPS documentation of recovery work on a weekly basis.
- j. Aerial Photography on a monthly basis.

#### G. REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor shall work closely with the County and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor shall identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permit.
2. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

#### H. ASSESSMENT OF DEBRIS ACCUMULATION IN DRAINAGE CANALS

The Contractor shall assist the County in assessing and documenting the debris accumulation and damage in drainage canals, secondary ditches water bodies and retention ponds maintained by the County and provide the County with GIS files and maps depicting canals requiring focused recovery.

#### I. EVENT CLOSURE

The Contractor shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

The Contractor shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

#### J. SCHEDULE

A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on Fee Proposal form herein. Should these services be required for a longer period, the Contractor shall prepare and submit a proposal for additional costs, consistent with the rates in the Fee Schedule Forms.

#### K. PRIVATE WORK

The Contractor and any subconsultants shall be prohibited from performing private work in Orange County while actively engaged in delivering services under this contract. Neither the Prime Contractor nor any subconsultant shall perform work for private citizens after normal operational hours during the course of their work under the contract. Exceptions are any existing private work contracts the Prime or subconsultant may already have in place at the time of the Notice to Proceed.

#### L. TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

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

#### M. INVOICING

Invoices shall be submitted electronically in excel format, based on a sequential monthly calendar. Invoices shall include a cover page summary, and an electronic spreadsheet itemized by position, title and individual name, total number of hours, based on contracted hourly rate and total. Invoices shall also include copies of all associated time cards for that time period.



**FEE SCHEDULE FORM  
RFP#Y19-131-TJ**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The hourly rates shall include all costs, including but not limited, to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

**LOT I: FEE SCHEDULE FORM, REQUIRED POSITIONS**

<b>REQUIRED POSITIONS</b>	<b>HOURLY RATE</b>	<b>EST. HOURS*</b>	<b>TOTAL</b>
1. Project Manager	\$ 72.00	x 3,000	\$ 216,000.00
2. Operations Manager	\$ 45.00	x 3,000	\$ 135,000.00
3. FEMA Coordinator	\$ 95.00	x 2000	\$ 190,000.00
4. Scheduler/Expediter	\$ 69.00	x 500	\$ 34,500.00
5. GIS Analyst	\$ 60.00	x 100	\$ 6,000.00
6. Computer Analyst	\$ 65.00	x 100	\$ 6,500.00
7. Field Supervisors	\$ 42.00	x 10,000	\$ 420,000.00
8. Debris Site/Tower Monitors	\$ 31.00	x 20,000	\$ 620,000.00
9. Environmental Specialist	\$ 60.00	x 250	\$ 15,000.00
10. Project Inspectors (Citizen Site Monitors)	\$ 31.00	x 5,000	\$ 155,000.00
11. Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	\$ 0.00	x 5,000	\$ 0.00
12. Billing/Invoice Analysts	\$ 45.00	x 2,500	\$ 112,500.00
13. Administrative Assistants	\$ 32.00	x 2,500	\$ 80,000.00
14. Field Coordinators (Crew Monitors)	\$ 34.00	x 30,000	\$ 1,020,000.00
<b>TOTAL ESTIMATED AMOUNT (Line Items 1 thru 14):</b>			
<b>\$ 3,010,500.00</b>			

\*These hours are not intended to represent the actual contract amount, but are an estimated  
Section 5, Attachments | Page 1

representation for a 3-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

**LOT II: FEE SCHEDULE FORM, ADDITIONAL POSITIONS**

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

**THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST**

The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ADDITIONAL POSITIONS	HOURLY RATE
15. None	\$
16.	\$
17.	\$
18.	\$
19.	\$
20.	\$
21.	\$
22.	\$
23.	\$
24.	\$
25.	\$
26.	\$
27.	\$
28.	\$

Company Name: Tetra Tech, Inc.

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone Number/Email \_\_\_\_\_

Jonathan Burgiel, Business Unit President / (407) 803-2551 / Betty.Kamara@tetrattech.com

 \_\_\_\_\_ January 9, 2019 \_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)  
Business Unit President \_\_\_\_\_  
(Title) \_\_\_\_\_  
Tetra Tech, Inc. \_\_\_\_\_  
(Name of Business)

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

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Partnership      \_\_\_\_\_ Non-Profit  
\_\_\_\_\_ Joint Venture\*      X Corporation

(a) State of Incorporation: Delaware

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

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

Federal I.D. number is: 95-4148514

\* *Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response*

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. 1, Date 12/13/18      Addendum No. 2, Date 12/18/18

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**PROPOSAL COVER PAGE**

Company Name: Tetra Tech, Inc.

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

TIN#: Fed Tax ID: 95-4148514 D-U-N-S® # 080106449

2301 Lucien Way, Suite 120 Maitland  
(Street No. or P.O. Box Number) (Street Name) (City)

Orange Florida 32751  
(County) (State) (Zip Code)

Contact Person: Betty Kamara

Phone Number: (407) 803-2551 Fax Number: (321) 441-8501

Email Address: Betty.Kamara@tetrattech.com

**EMERGENCY CONTACT**

Emergency Contact Person: Betty Kamara

Telephone Number: (321) 441-8518 Cell Phone Number: (407) 803-2551

Residence Telephone Number: None Email: Betty.Kamara@tetrattech.com

December 18, 2018

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

**RFP #Y19-131-TJ**

**DISASTER DEBRIS MONITORING AND RECOVERY SERVICES**

**ADDENDUM NO. 2**

This Addendum is hereby incorporated into the request for proposal documents of the project referenced above. The following items are clarifications (additions identified with underlines, deletions identified with ~~strikethroughs~~), corrections, and/or revisions to and shall be amended as follows.

**Clarification:** In section 34. Contractual Agreement, the RFP states “contract (purchase order).” Are these one document? Will an authorized spending amount or Not to Exceed limit be set in the final contract (purchase order) or will this be set in a separate document?

**GENERAL TERMS AND CONDITIONS**

34. CONTRACTUAL AGREEMENT is modified as follows:

This solicitation shall be included and incorporated in the final contract ~~or purchase order~~. The order of contract precedence will be the contract (~~purchase order~~), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals 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.

The contract will state the proposer’s final price as a firm-fixed price.

**A. Questions and Answers**

**Question 1:** On the Fee Schedule Form, there is a position “Field Coordinator” (Crew Monitors). Could you please provide a job description for that position and how is it different that the Field Supervisor position?

**Answer:** The Supervisor oversees the entire area or process, Field Coordinator (Crew Monitors) are monitoring the actual pick up by the removal companies in the field

**Question 2:** Is the 30,000 hours assigned to this position correct? It is equal to the Debris Site/Tower Monitors and Project Inspector Positions combined.

**Answer:** Yes, the 30,000 hours assigned is correct.

**Question 3:** Is the disaster debris referring to Orange County only or helping out other counties?

**Answer:** Y19-131-TJ, Disaster Debris Monitoring and Recovery Services refers to Unincorporated Orange County, Florida only.

**Question 4:** We are kindly requesting that the County waive all of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts. 2 CFR 200.325 states the following: Is the disaster debris referring to Orange County only or helping out other counties?

*§ 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:*

*a. A bid guarantee from each bidder equivalent to five (5%) percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.*

*b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*

*A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

**Answer:** The County will not waive all of the Bonding requirements.

**Question 5:** Would the county be willing to waive the Performance and payment bond requirements for this RFP?

**Answer:** The County will not waive the Performance and Payment bond requirements.

**Question 5:** May we negotiate the terms and conditions of the final contract upon notice of award?

**Answer:** Per paragraph 6. DRAFT CONTRACT under the GENERAL TERMS AND CONDITIONS, The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

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

**Question 6:** May the payment and performance bonds be issued in the amount of an issued Purchase Order?

**Answer:** Payment and performance bonds issued cannot be issued in an amount of an issued Purchase Order.

**Question 7:** If the Bid Bond is waived, will the Bid Bond form become not applicable?

**Answer:** The County will not waive the Bid bond requirements. The Bid Bond form must be submitted with a proposer's submittal as outlined in the RFP.

**Question 8:** Will the County reduce the minimum threshold of cubic yards of debris from 500,000 to 250,000 for Project Manager experience (Section 3 Proposal Submission Requirements and Documentation, Proposal Format Submittal Requirement, Tab 1 Qualifications of Staff, section A subsection 1) and Past Project Reference information (Section 3 Proposal Submission Requirements and Documentation, Proposal Format Submittal Requirement, Tab 2 Qualifications of Firm, section B subsection 5 point c)?

**Answer:** The County will not reduce the minimum threshold of cubic yards of debris. The critical level of experience is 500,000 based on our past storms. The Project Manager and the Firm have to demonstrate their experience and involvement with storms of at least this magnitude.

**Question 9:** Is there a current incumbent contract holder of these services? If so, who is it?

**Answer:** Yes, there is a current incumbent contract holder, Witt O'Brien's, LLC and Landfall Strategies, LLC.

**Question 10:** Please clarify the item in Section 3 Proposal Submission Requirements and Documentation, Proposal Format Submittal Requirement, Tab 3 Technical Approach, section G *"Provide a list of all contracts your firm currently has with any government agencies within Orange, Seminole, Brevard, Lake and Osceola Counties"* Is Orange



County asking about **debris monitoring contracts** within any of these five governmental agencies? Or is Orange County asking about **any service contracts** within these five governmental agencies?

**Answer:** The County is requesting debris monitoring contracts or any contracts that would limit/impact your ability to perform responsibilities and commitments while performing debris monitoring.

**ACKNOWLEDGEMENT OF ADDENDA**

- a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.
  
- b. Receipt acknowledged by:

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bid

**December 13, 2018**

**IFB # Y19-131-TJ**

**DISASTER DEBRIS MONITORING AND RECOVERY SERVICES  
ADDENDUM NO. 1**

To all respondents:

This Invitation for Bids is being changed as follows:

1. The acceptance date has been changed as follows: Sealed bid offers will be accepted up to **2:00 PM** (local time), **Thursday, January 10, 2019**.
2. A future Addendum is forthcoming to address timely questions and associated answers.

All other specifications, terms and conditions remain the same.

**ACKNOWLEDGEMENT OF ADDENDA**

- a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.
- b. Receipt acknowledged by:

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

	<b>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</b> PROCUREMENT DIVISION	Issue Date: November 12, 2018
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**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y19-131-TJ, DISASTER DEBRIS MONITORING AND  
RECOVERY SERVICES  
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Procurement Division at the below address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp>

**PROPOSAL SUBMISSION DUE DATE:**

Sealed proposals in an **original** and **eight (8) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, December 20, 2018**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

**PRE-PROPOSALS CONFERENCE:**

A **Non-Mandatory Pre-proposal Conference** will be held on **Tuesday, November 27, 2018, 1:00 PM, located at 4200 S. John Young Parkway, Orange County Public Works (First Floor Conference Room) Orlando, FL 32839**. Attendance is not mandatory but is encouraged.

**NOTICE TO PROPOSERS:**

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 Todd Jackson, Senior Purchasing Agent at [Todd.Jackson@ocfl.net](mailto:Todd.Jackson@ocfl.net).

**QUESTIONS:**

All questions or concerns regarding this Request for Proposals shall be submitted by email to [Todd.Jackson@ocfl.net](mailto:Todd.Jackson@ocfl.net), no later than 5:00 PM **Monday, December 10, 2018** to the attention of Todd Jackson, Procurement Division, referencing the RFP number.

## TABLE OF CONTENTS

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>SECTION 1: GENERAL TERMS AND CONDITIONS</b>	<b>1-15</b>
- INSTRUCTION TO PROPOSERS	1
- QUESTIONS REGARDING THIS RFP	1
- CONTRACT TERM	1
- INSURANCE REQUIREMENTS	2
- SECURITY FORFEITURE	4
- PERFORMANCE BONDS AND PAYMENT BONDS	4
- QUALIFICATIONS OF SURETY COMPANIES	5
- WITHDRAWAL OF PROPOSAL	6
- REFERENCE CHECKS	10
- CONFIDENTIAL INFORMATION	10
- MISTAKES	12
<b>SECTION 2: SPECIFICATIONS/SCOPE OF SERVICES</b>	<b>1-8</b>
<b>SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION</b>	<b>1-7</b>
- STATEMENT OF NO PROPOSAL	1
- SEALED RESPONSE SUBMITTAL LABEL	1
- PREREQUISITE REQUIREMENTS	2
- PROPOSAL FORMAT	3-7
<b>SECTION 4: SELECTION CRITERIA</b>	<b>1</b>
<b>SECTION 5: ATTACHMENTS</b>	
- FEE SCHEDULE	1
- PROPOSAL COVER PAGE	3
- ACKNOWLEDGEMENT OF ADDENDA	4
- AUTHORIZED SIGNATORIES/NEGOTIATORS	5
- DRUG-FREE WORKPLACE 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
- LEASED EMPLOYEE AFFIDAVIT
- INFORMATION FOR DETERMING JOINT VENTURE ELIGIBILITY
- BID BOND
- SCHEDULE OF SUBCONTRACTING FORM
- CERTIFICATION REGARDING LOBBYING FOR CONTRACTS GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
- AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)
- FEDERAL DEBARMENT CERTIFICATION FORM
- DRAFT CONTRACT
- PERFORMANCE BOND
- PAYMENT BOND

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

## GENERAL TERMS AND CONDITIONS

### 1. INSTRUCTIONS TO PROPOSERS

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

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

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

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

### 2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage page of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

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

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Purchasing Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

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

### 3. CONTRACT TERM

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

**4. CONTRACT AWARD**

The County intends to award a single contract for this service. The county reserves the right to mobilize the contractor at its sole discretion, based on determination of need.

**5. AWARD RESTRICTION**

The contractor(s) awarded the County's disaster debris removal and recovery contract(s) shall be ineligible to compete for this contract.

**6. DRAFT CONTRACT**

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

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

**7. INSURANCE**

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.flair.com/companysearch/](http://www.flair.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://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

Additional Required Coverage:

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

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

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-

loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

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, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

## **8. SECURITY FORFEITURE**

When Bid security has been required, if within ten (10) days after notification by the County of the County's approval to award the Contract, if the successful Respondent refuses or otherwise neglects to execute the required written Contract and fails to furnish the required Performance Bond and Payment Bond, the amount of the Respondent's Bid security (Cashier's Check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Respondent for the recovery of his Bid security or as a defense to any action.

## **9. PERFORMANCE BONDS AND PAYMENT BONDS**

When the contract amount exceeds \$100,000, a Performance Bond and a Payment Bond issued in a sum equal to two hundred and fifty thousand dollars (\$250,000) for a twelve month term by a Surety company considered satisfactory by the County will be required from the successful Respondent for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract and for purposes of protecting the County from lawsuits for non payment of debts as might be incurred during the successful Respondent's performance under such Contract. The Performance Bond and the Payment Bond forms will be included in the Contract Documents and said forms must be properly executed by the Surety company and successful Respondent within ten (10) days after receipt of notification from the County of its award of the Contract.

Within (10) ten days after the exercise of an option period, the Contractor shall provide Consent of Surety to renewal of the option period at the option period prices accompanied by a power of attorney..

The Contractor may be required to record the payment and performance bonds in Orange County public records as prescribed by Florida Statutes, Chapter 255.05. If applicable, before commencing the work the Contractor shall provide to the Manager of the Procurement Division a certified copy of the recorded bonds, no payment will be made to the contractor until the contractor has provided a copy of the recorded bonds.

## **10. QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the County, a Surety company issuing the Bid Bond, the Performance Bond and the Payment Bond, if called for in these Specifications, shall meet and comply with the following minimum standards:

- a. Surety must be admitted to do business in the State of Florida and shall, if applicable, comply with the provisions of Florida Statute 255.05.
- b. Surety must be listed on the U.S. Department of Treasury Fiscal Service, Bureau of Government financial Operations, Federal Register, Part V, latest revision, entitled: “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”.
- c. All bonds shall be originals and issued or countersigned by a producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys in fact who sign Bid bonds or performance/payment bonds must file with such bond a signed, certified copy of their power of attorney to sign such bond.

Agents of Surety companies must list their name, address and telephone number on all Bonds.

- d. The life of the bonds shall extend twelve (12) months beyond the end of the Contract term and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.
- e. Surety must have financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI.
- f. Should the Bid, Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements in paragraphs a. – e. above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized. The “lead” surety shall be identified for the purposes of underwriting and claims management.

**FAILURE TO MEET ANY OF THE REQUIREMENTS CONTAINED ABOVE SHALL RESULT IN REJECTION OF THE PROPOSAL.**

**11. POST AWARD MEETING**

Within **five (5)** days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

**12. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer 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 proposers in order to make a determination as to the foregoing.

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

**13. 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.

**14. CLARIFICATION**

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

**15. WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

**16. SEALED PROPOSALS**

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

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

Proposers are encouraged to utilize the label provided herein.

**17. PROPOSAL PREPARATION**

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

**18. ACCOUNTING SYSTEM**

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

**19. SHORTLISTS, PROTESTS AND LOBBYING**

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

**Orange County Lobbyist Regulations General Information**

<http://www.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 Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

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

**20. 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](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 Contractor 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.

**21. 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.

**22. 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.

**23. 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 the contract.**

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will 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.

**24. SCHEDULE OF SUBCONTRACTING**

Proposers shall list **all** proposed sub-contractors to be used. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

**25. EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

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

**26. CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer'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.

**27. DEBRIEFING OF PROPOSERS**

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

Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

**28. REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons 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. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

**29. CONFIDENTIAL INFORMATION**

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

**30. 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, 2<sup>ND</sup> FLOOR, ORLANDO, FL 32801  
[PROCUREMENTRECORDS@OCFL.NET](mailto:PROCUREMENTRECORDS@OCFL.NET), 407-836-5897**

**31. 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.

**32. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

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

**33. MISTAKES**

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

**34. CONTRACTUAL AGREEMENT**

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals 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.

**35. 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 will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

**36. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- A. The prices in this offer 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 proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

### 37. **FEDERAL REQUIREMENTS**

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

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

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

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

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

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

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

Procurement of Recovered Materials:

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

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

This contract is subject to change based on guidance from the Federal funding source.

**38. SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS**

- A. Orange County may be receiving federal funding through the Federal Emergency Management Agency (FEMA) for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five "affirmative steps" designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
  1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

- C. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive.
- D. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
  - 1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;
  - 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.
  - 3. Documentation of sources used to identify potential small and minority businesses and women’s business enterprises. A suggestion would be searching through the SBA’s Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- E. **Failure to submit an executed and notarized “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**
- F. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- G. Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.

**39. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

**40. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By submission of a proposal, Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**SECTION 2**  
**SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

### **I. BACKGROUND**

Orange County is located in Central Florida, USA and has a population of 1,225,267 citizens based upon current (2013) County records. The County encompasses approximately 989 square miles or 639,864 acres of which 505,200 acres are unincorporated and 133,928 are incorporated (municipalities). The County has approximately 5,100 miles of improved and maintained roadways and 47 miles of non-maintained roadways which includes all County, State, Expressway and Municipal roadways. Orange County's park system includes 100 parks.

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

The Contractor shall provide a range of services including debris monitoring, oversight and management of disaster recovery and debris removal contractors, damage assessment, training, emergency planning and other services as needed and ordered by the County for natural or manmade disasters. The County will assign debris removal contractors to the debris monitoring contractor at its sole discretion. Other services may include facilitating communication with Federal Emergency Management Administration (FEMA), Federal Highway Administration (FHWA), the State of Florida and other federal agencies, and coordination with state insurance representatives.

### **II. SCOPE**

#### **A. DEBRIS MONITORING SERVICES**

##### **1. Disaster Response Administrations and Documentation**

Upon notification by the County, the Contractor shall provide the following services:

- a. A Project Manager who shall be the County's point-of-contact, responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. The Project Manager shall be physically located in the Emergency Operations Center (EOC) or other location specified by the County within two (2) hours of Notice to Proceed. The Project Manager shall assign an operations manager to oversee each assigned debris recovery contractor.

Reporting to EOC – The project manager and at his discretion other key personnel shall report to a location within Orange County as determined by the Orange County representative, at a minimum of 24 hours prior to a hurricane event. For other natural or manmade disasters the Contractor shall report within six (6) hours after notification.

The Contractor shall mobilize a staff of sufficient size to adequately monitor debris operations within 24 hours of Notice to Proceed. The Project Manager shall provide daily updates on debris removed and estimate the time remaining for job completion.

The Project Manager shall be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager's responsibilities include:

- b. Coordinating daily briefings, work progress, staffing, and other key items with the County.
  - c. Scheduling work for all team members and contractors on a daily basis.
  - d. Scheduling and managing field staff.
  - e. Monitoring Debris Removal Contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery work.
  - f. Assisting the County with responding to public concerns and comments.
  - g. Conducting safety inspections.
  - h. Ensuring compliance with contracts by all prime and subcontractors.
  - i. Scheduling and running periodic meetings with field staff and contractors.
  - j. Oversight of the FEMA/FHWA reimbursement process and procedures.
  - k. Ensure adherence to the Quality Control Plan.
2. Project Management Team

At minimum, the project management team shall consist of the following members:

- a. Project Manager
- b. Operations Managers
- c. FEMA Coordinator
- d. Scheduler/Expeditors
- e. GIS Analyst
- f. Computer Analyst
- g. Field Supervisors
- h. Debris Site/Tower Monitors



- i. Environmental Specialist
- j. Project Inspectors (Citizen Site Monitors)
- k. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- l. Billing and Invoice Analysts
- m. Administrative Assistants
- n. Field Coordinators (Crew Monitors)

The Contractor may use other required positions as necessary with the written approval of the County's Project Manager. All such positions and applicable hourly rates shall be listed in the Fee Schedule Form, Lot II, Additional Positions.

**B. Services Provided by the Contractor Include:**

**1. Operational Reports and Record Documentation**

The Contractor shall prepare and submit operational reports throughout the duration of the recovery operations.

Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted within the timeframe established by the Orange County representative, to a distribution list established by the County Project Manager. In order to have consistency, a reporting structure and format will be provided to the Contractor by the County. Each daily report submitted shall contain the following minimum information:

- a. Contractor's name
- b. Contract number
- c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
- d. GIS mapping data updates and digitized reports.
- e. All GIS layers required will be provided to the Contractor by Orange County Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data shall be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.
- f. Data exports on a monthly basis shall be at a minimum SQL server version 2008 or Oracle version 11g or higher version.
- g. Scanned documents should be at a minimum 300 dpi and in jpg, TIFF or PDF file format.

- h. The Contractor shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing. Such documentation shall be digitized along with all source documentation (such as load tickets) and supplied to the County with each invoice.
- i. Work closely with State Emergency Management, FEMA, and all other applicable agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements to maximize reimbursement eligibility.

Weekly Summaries: The Contractor shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include Contractor or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

Damage Reports: The Contractor shall notify the County, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

- 2. Technical Expertise and Guidance – As directed by the County, the Contractor shall provide:
  - a. A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
  - b. Damage assessment to include plan development, procedure development, staff training, and staff augmentation.
  - c. Damage assessments of facilities.
  - d. A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.
  - e. Development of debris plan to include staff training, environmental assessment and mitigation.
  - f. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
  - g. Technical support and assistance in developing public information.
  - h. Technical support and assistance with preparing and/or developing data and documentation for the County's reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

- i. Other reports and data as required by the County.
  - j. Aerial photographs per Orange County Public Works specifications shall be flown monthly (of the debris sites or other areas as designated or requested by the County).
- C. Other Services – As directed by the County, the Contractor may provide the following:
1. Training and Assistance: Sessions for all key County personnel and assistance in all Disaster debris recovery-planning efforts as requested.
  2. Preliminary Damage Assessment: Within twenty-four (24) hours of NTP, determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
  3. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited, to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
  4. Post-Disaster Federal Grant Application and Reimbursement and Support: Collaborate with County staff and other County consultants on project formulation, including damage assessments, information gathering, project development, preparation of Project Worksheets and other grant application or reimbursement documents, and other project submittals to the Florida Department of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA)
  5. Digitization of all source documentation (such as load tickets and supplies to the County with each invoice).
- D. Final Report

A final report shall be prepared by the Contractor and submitted to a distribution list as established by the County Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information shall be included in this report:

1. Discussion of disaster response requirements and results.
2. Recommendations for future disaster response strategies.
3. Stopping work in progress that is not being performed or documented in the appropriate manner.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

5. Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.
6. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
7. Maintaining digital photo documentation of recovery work on a weekly basis.
8. Aerial Photography on a monthly basis.

#### E. Meetings and Communications

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor shall meet with County representatives as directed by and coordinated with the County. The Contractor shall attend a pre-proposal conference for the debris recovery contractors, if so directed by the County, and convene and attend regular progress and coordination meetings, as appropriate. The Contractor shall provide minutes of all meetings within three (3) business days after the meeting occurs.

#### F. Field Monitoring

The Contractor shall provide a quality control team consisting at a minimum of two (2) monitors per site and one (1) monitor per recovery crew. This team shall monitor the recovery contractors for contract compliance, efficiency and regulatory compliance and provide feedback to the County through their management team. They shall be equipped with state-of-the art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

##### 1. Responsibilities of the Quality Control Team:

The Quality Control Team shall:

- a. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
- b. Inspect means and methods to measure and record work and recommend changes that may be needed.
- c. Stop work in progress that is not being performed or documented in the appropriate manner.
- d. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- e. Check work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.
- f. Report any improvements in work assignments and/or efficiency/productivity that may be appropriate.

- g. Maintain digital photo and GPS documentation of recovery work on a weekly basis.
- j. Aerial Photography on a monthly basis.

#### G. REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor shall work closely with the County and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor shall identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permit.
2. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

#### H. ASSESSMENT OF DEBRIS ACCUMULATION IN DRAINAGE CANALS

The Contractor shall assist the County in assessing and documenting the debris accumulation and damage in drainage canals, secondary ditches water bodies and retention ponds maintained by the County and provide the County with GIS files and maps depicting canals requiring focused recovery.

#### I. EVENT CLOSURE

The Contractor shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

The Contractor shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

#### J. SCHEDULE

A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on Fee Proposal form herein. Should these services be required for a longer period, the Contractor shall prepare and submit a proposal for additional costs, consistent with the rates in the Fee Schedule Forms.

#### K. PRIVATE WORK

The Contractor and any subconsultants shall be prohibited from performing private work in Orange County while actively engaged in delivering services under this contract. Neither the Prime Contractor nor any subconsultant shall perform work for private citizens after normal operational hours during the course of their work under the contract. Exceptions are any existing private work contracts the Prime or subconsultant may already have in place at the time of the Notice to Proceed.

#### L. TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

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

#### M. INVOICING

Invoices shall be submitted electronically in excel format, based on a sequential monthly calendar. Invoices shall include a cover page summary, and an electronic spreadsheet itemized by position, title and individual name, total number of hours, based on contracted hourly rate and total. Invoices shall also include copies of all associated time cards for that time period.

**SECTION 3**  
**PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION**

**STATEMENT OF NO-PROPOSAL**

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email [Todd.Jackson@ocfl.net](mailto:Todd.Jackson@ocfl.net), referencing the RFP number, and briefly explain why the decision was made to not participate.

**SEALED RESPONSE SUBMITTAL LABEL:**

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

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

Company : \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone/ Email: \_\_\_\_\_

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

**CONTACT:            Todd Jackson**  
**RFP NUMBER:      Y19-131**  
**TITLE:                DISASTER DEBRIS MONITORING AND RECOVERY**  
**SERVICES**

**PROPOSAL DUE DATE: \_\_\_\_\_**

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



## **PRE-REQUISITE REQUIREMENTS**

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### **NON-MANDATORY PRE-PROPOSAL CONFERENCE**

All interested parties are invited to attend a **Non-Mandatory Pre-proposal Conference** will be held on **Tuesday, November 27, 2018, 1:00 PM, located at 4200 S. John Young Parkway, Orange County Public Works (First Floor Conference Room) Orlando, FL 32839.** Attendance is not mandatory but is encouraged.

At that time, the County's representative will be available to answer questions relative to this Request for Proposals. 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 Request for Proposals.

### **INSPECTION OF FACILITIES/AREAS**

It is the Proposer's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Proposer.

Proposers are urged to visit the current County identified Temporary Debris Storage and Reduction Sites (TDSRS) to satisfy themselves regarding all general and local conditions that may impact the cost of contract performance. In no event shall failure to inspect the sites constitute grounds for a claim after contract award. Sites are subject to change based on availability and environmental conditions. The Contractor may propose their own sites subject to County approval and at no cost to the County.

## **PROPOSAL FORMAT**

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

### **Proposers must respond in the format delineated below:**

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

## **SUBMITTAL REQUIREMENTS**

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

### **TAB 1. QUALIFICATIONS OF STAFF**

- A. Identify the Project Manager, who shall be a full time employee of Proposer, and provide a comprehensive resume documenting experience and expertise in debris removal, solid waste and hazardous waste management and disposal to include:
  - 1. Experience of the Project Manager or equivalent capacity managing hurricane debris monitoring for three government entities, each involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers, dates of the contract and total debris volume in cubic yards.
  - 2. Describe knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- B. Identify all other key staff to be assigned to perform the required services to include position with job description and comprehensive resumes describing experience, training and education in the required services. Include details on experience utilizing both paper and electronic tickets. Include number of disciplines of professional and technical personnel. Identify staff experience working with governmental entities and list those projects.
- C. Provide an organizational chart identifying the operational structure and reporting hierarchy. Include a listing of the project manager and all other key staff, by position, to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required services. Provide a listing of other positions that will be used in

contract performance. Provide quantities for each position. Identify staff experience working with governmental entities and list those projects. Identify all staff designated as the firm's trainers, and detail specific experience performing this role.

TAB 2. QUALIFICATIONS OF FIRM

- A. Provide a description and history of the firm focusing on the following:
1. Experience demonstrating expertise in disaster debris monitoring services.
  2. Documented knowledge and experience with Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
  3. Experience demonstrating knowledge of environmental requirements.
  4. Experience in all aspects of emergency management to include procurement, operations, planning, contract management, technology and accounting systems.
  5. Documentation of location and resources available at operating office, to include:
    - a. Complete address of office location.
    - b. Equipment – include any specialized equipment considered necessary for this service and other routine office equipment.
    - c. List at least five (5) references for which the firm has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Two (2) of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers, dates of the contract and debris volume.
- B. Provide a comprehensive management plan inclusive of the firm's policies and procedures library. The personnel policy shall specifically address disciplinary methodology for infractions, including but not limited to sexual harassment.
- C. Provide a listing of any contracts terminated for default within the previous 10 years. Include a written explanation of the circumstance that resulted in the termination.

TAB 3. TECHNICAL APPROACH

- A. Provide a detailed operational plan, outlining the approach accomplishing the scope of services, to include debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the county, and experience

and capabilities in documenting costs with employee time logs, and detailed overhead expense justification, (i.e. hotel receipts, rental agreements, equipment usage logs, mileage logs, per diem daily registers, etc.). Demonstrate that in all cases where a point-of-sale receipt of confirmation is provided, that it will be retained and submitted to the County. Provide a copy of proposer's internal training program. Provide under separate cover the Proposer's training manual.

- B. Provide a comprehensive mobilization plan, identifying the firm's strategy to commence mobilization staging efforts from as early as 10 days prior to projected landfall to two weeks post-landfall to commence staffing efforts and securing office space, transportation and lodging.
- C. Provide a Quality Control Plan, detailing the firm's strategy to accomplish all responsibilities of the Quality Control Team.
- D. Provide a Technology Plan, inclusive of identification of the firm's data management system and GIS mapping capabilities for debris collection and reporting. Include workflow of ticket data through the data management system from input to reporting. Include a sample of the system generated electronic ticket and describe the process of transmittal of this information.
- E. Include sample of cover summary page and invoice conforming to invoicing guidelines specified herein.
- F. Describe your firm's understanding of the truck certification process in accordance with FEMA's Debris Management Plan.
- G. Provide a list of all contracts your firm currently has with any government agencies within Orange, Seminole, Brevard, Lake and Osceola Counties.
- H. Describe your firm's ability to handle multiple contractual obligations in the event of a regional, statewide or national disaster involving a number of public entity clients under contract for similar support. Detail how your firm will ensure this contract is serviced as a priority client.
- I. Confirm the firm's agreement to meet the minimum requirements of this Request for Proposals.

TAB 4.            FEE SCHEDULE

Each proposer shall complete and submit the Fee Schedule included herein. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

TAB 5.            ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A.    **Proposal Cover Page** shall be completed and submitted with your proposal.
  - B.    **Current W9** shall be completed and submitted with your proposal.
- Section 3, Proposal Submission Requirements and Documentation | Page 5

- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6.

SURETY

**Bid Bond** shall be completed and submitted with your proposal.

A Bid, Payment and Performance Bond are a requirement when the bid/contract amount exceeds \$100,000. Submission of an original Bid Bond (copy not acceptable) completed and signed by all required parties and shall be submitted on the form included herein, or in the alternative, a Certified Check, a Cashier's Check shall be required to accompany each proposal in a stated dollar amount of not less than twenty five thousand dollars (\$25,000). Submittal of a Bid Bond less than five thousand dollars (\$25,000) shall result in rejection of the response. **Any submitted Bid Bond must be submitted to the County in duplicate.** The duplicate copy

must be a photographic reproduction of the completed form set forth in the Contract Documents and clearly marked "COPY". **Failure to submit the Bid Bond on the form provided herein shall result in rejection of the proposal.**

In order to be acceptable to the County, the Surety company issuing the Bid Bond as called for in this solicitation, shall meet and comply with the minimum standards described in General Terms and Conditions, "Qualifications of Surety Companies". **Failure to submit a Bid Bond from a Surety Company meeting these minimum standards shall result in rejection of the bid.**

Certified Checks or Cashier's Checks shall be drawn on a solvent bank or trust company to the order of The Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law. Personal checks are not acceptable to the County. See General Terms and Conditions, "Qualifications of Surety Companies" for additional requirements.

TAB 7. FEDERAL COMPLIANCE DOCUMENTATION

- A. **Schedule of Sub-contracting** shall be completed and submitted with your proposal.
- B. **Certification Regarding Lobbying for Contracts Grants, Loans, and Cooperative Agreements** (if Applicable) shall be completed and submitted with your proposal.
- C. **Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)** with attached documentation evidencing affirmative steps shall be completed and submitted with your proposal.
- D. **Federal Debarment Certification Form** shall be completed and submitted with your proposal.

**SECTION 4**  
**SELECTION CRITERIA**

## SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualifications of Firm	25
Technical Approach	20
<u>Fee Proposal</u>	<u>35</u>
<b>TOTAL</b>	<b>100</b>



**SECTION 5  
ATTACHMENTS**

**FEE SCHEDULE FORM  
RFP#Y19-131-TJ**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The hourly rates shall include all costs, including but not limited, to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

**LOT I: FEE SCHEDULE FORM, REQUIRED POSITIONS**

<b>REQUIRED POSITIONS</b>	<b>HOURLY RATE</b>	<b>EST. HOURS*</b>	<b>TOTAL</b>
1. Project Manager	\$ _____	x 3,000	\$ _____
2. Operations Manager	\$ _____	x 3,000	\$ _____
3. FEMA Coordinator	\$ _____	x 2000	\$ _____
4. Scheduler/Expediter	\$ _____	x 500	\$ _____
5. GIS Analyst	\$ _____	x 100	\$ _____
6. Computer Analyst	\$ _____	x 100	\$ _____
7. Field Supervisors	\$ _____	x 10,000	\$ _____
8. Debris Site/Tower Monitors	\$ _____	x 20,000	\$ _____
9. Environmental Specialist	\$ _____	x 250	\$ _____
10. Project Inspectors (Citizen Site Monitors)	\$ _____	x 5,000	\$ _____
11. Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	\$ _____	x 5,000	\$ _____
12. Billing/Invoice Analysts	\$ _____	x 2,500	\$ _____
13. Administrative Assistants	\$ _____	x 2,500	\$ _____
14. Field Coordinators (Crew Monitors)	\$ _____	x 30,000	\$ _____

**TOTAL ESTIMATED AMOUNT (Line Items 1 thru 14):**  
\$ \_\_\_\_\_

\*These hours are not intended to represent the actual contract amount, but are an estimated  
Section 5, Attachments | Page 1

representation for a 3-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

**LOT II: FEE SCHEDULE FORM, ADDITIONAL POSITIONS**

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

**THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST**

The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ADDITIONAL POSITIONS	HOURLY RATE
15. _____	\$ _____
16. _____	\$ _____
17. _____	\$ _____
18. _____	\$ _____
19. _____	\$ _____
20. _____	\$ _____
21. _____	\$ _____
22. _____	\$ _____
23. _____	\$ _____
24. _____	\$ _____
25. _____	\$ _____
26. _____	\$ _____
27. _____	\$ _____
28. _____	\$ _____

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

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**PROPOSAL COVER PAGE**

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

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

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

---

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

---

(County)      (State)      (Zip Code)

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

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

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

EMERGENCY CONTACT

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

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

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name	Title	Telephone Number/Email

(Signature)	(Date)
(Title)	
(Name of Business)	

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

**Type of Organization**

Sole Proprietorship     
 Partnership     
 Non-Profit  
 Joint Venture\*     
 Corporation

(a) **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 PROPOSER’S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

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

\* *Joint venture firms must complete and submit with their Proposal Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response*

## **DRUG-FREE WORKPLACE FORM**

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

Name of Business

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

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

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

\_\_\_\_\_  
Date

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

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

**OR**

The undersigned proposer, 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 proposer 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 proposer, **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.Y19-131-TJ

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.Y19-131-TJ, DISASTER DEBRIS MONITORING AND RECOVERY SERVICES**, within the state of Florida.

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Proposer:

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

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile:           (     ) \_\_\_\_\_

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

Name of Proposer's Authorized Agent:

---

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

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Business Phone: (     ) \_\_\_\_\_

Facsimile:           (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
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 proposer, 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 proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, offeror, quoter, or respondent.

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

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

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

### **CONCLUSION:**

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

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

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

### **Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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



**Part II**

**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
<b>TOTAL EXPENDED THIS REPORT</b>			\$

**Part III**

**Original signature and notarization required**

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

\_\_\_\_\_  
Date

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

Printed Name and Title of Person completing this form:

\_\_\_\_\_

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

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

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

(Notary Seal)

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

\_\_\_\_\_  
Staff signature and date of receipt of form

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

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

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

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

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

#### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**AGENT AUTHORIZATION FORM**

I/We, (Print Proposer 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, (RFP NUMBER AND TITLE) \_\_\_\_\_, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

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

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

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

(Notary Seal)

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

## LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

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

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

Signature of Owner/Officer: \_\_\_\_\_

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

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY**

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

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

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_



**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2**

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

(a) Profit and loss sharing:

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(b) Capital contributions, including equipment:

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(c) Other applicable ownership interests:

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

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as:

(1) Estimating:

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(2) Marketing and sales:

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(3) Hiring and firing of management personnel:

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(4) Purchasing of major items or supplies:

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(c) Supervision of field operations:

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

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

**AFFIDAVIT**

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

Name of Firm: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

**AFFIDAVIT**

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

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(Seal)

**BID BOND**

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

STATE OF FLORIDA)  
SS  
COUNTY OF ORANGE)

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto Orange County, Florida, in the penal sum of: \$25,000, Twenty Five Thousand Dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the attached Bid, dated the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_, for a Contract entitled: > **DISASTER DEBRIS MONITORING AND RECOVERY SERVICES , RFP Y19-131-TJ.**

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

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

**CONTRACTOR-PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
**NAME OF BUSINESS ENTITY**

\_\_\_\_\_  
**NAME OF SURETY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE SURETY AGENT**

(SEAL)

(SEAL)

\_\_\_\_\_  
**TYPE NAME AND TITLE**

\_\_\_\_\_  
**TYPE NAME AND TITLE**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**TELEPHONE**

**NAIC NUMBER:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

**If applicable, list the Lead Surety.**

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

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

\_\_\_\_\_  
Signature

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

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

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

**SCHEDULE OF SUBCONTRACTING, RFP NO. Y19-131-TJ**

**As specified in the General Terms and Conditions and in the Special Terms and Conditions, respondents are to present the details of subcontractor participation.**

<b>Name Of Subcontractor</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent and dollar amount of Contract Amount to be Subcontracted</b>

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

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,  
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
APPENDIX A, 44 C.F.R. PART 18**

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

**AFFIDAVIT OF COMPLIANCE**  
**WITH 2 CFR §200.321 REQUIREMENTS**  
**(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_,  
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, \_\_\_\_\_  
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm,  
the following:

- \_\_\_\_\_ 1. Qualified small and minority businesses, and women's business enterprises,  
(Initial) were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- \_\_\_\_\_ 2. The Prime Contractor solicited, and will continue to solicit, small and minority  
(Initial) businesses, and women's business enterprises, when they were/are potential sources.
- \_\_\_\_\_ 3. Based on the Prime Contractor's experience and expertise, the total  
(Initial) requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- \_\_\_\_\_ 4. The Prime Contractor has and/or will establish delivery schedules that will  
(Initial) encourage participation of small and minority business, and women's business enterprises.
- \_\_\_\_\_ 5. The Prime Contractor has and/or will use the services and assistance, as  
(Initial) appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- \_\_\_\_\_ 6. I understand that if the Prime Contractor fails to submit the documentation  
(Initial) required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.
- \_\_\_\_\_ 7. I affirm that all the **documentation attached** to this Affidavit of Compliance  
(Initial) reflect true and accurate records that have not in any way been altered.



\_\_\_\_\_ 8. I understand that, should the Prime Contractor be the awarded the contract that  
(Initial) this affidavit will continue to be considered binding for the duration of the  
project.

\_\_\_\_\_ 9. I understand that false statements on this Affidavit of Compliance may result  
(Initial) in criminal prosecution for a felony of the third degree as provide for in  
§92.525(3), Florida Statutes.

**I swear and affirm** that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Official Title

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

**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_  
(Name of officer or agent, Title) (Name of company) (State)

corporation, on behalf of the corporation.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Signature Notary Public  
Print, Type/Stamp Name of Notary

Personally Known [ ] or Produced Identification [ ]

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

**FEDERAL DEBARMENT CERTIFICATION FORM**

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**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON  
THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

**ATTESTATION**

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

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Name and Title of Authorized Representative

---

---

Signature

---

Date

## **FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)**

### **Instructions for Certification**

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**CONTRACT # Y19-131-TJ**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and \_\_\_\_\_  
[ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is \_\_\_\_\_. This contract is subject to change based on guidance from the Federal funding source.

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

**ARTICLE 1            SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of \_\_\_\_\_, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

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

**ARTICLE 2            SCHEDULE**

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

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

**This contract may be renewed, for \_\_\_ ( ) additional \_\_\_ ( ) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.**

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

**ARTICLE 3            PAYMENTS TO CONTRACTOR (USE FOR ONE-TIME BUY)**

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the

State of Florida Local Government Prompt Payment Act.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

**ARTICLE 4                    PAYMENTS TO CONTRACTOR (USE FOR TERM CONTRACT)**

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit “B” for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

**ARTICLE 5                    REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/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.

Except as this contract may otherwise provide, if the COUNTY’S requirements do not result in orders in the quantities described as “estimated” in the contract’s price schedule, that fact shall not constitute the basis for an equitable adjustment.

**ARTICLE 6                    PAYMENT AND PERFORMANCE BOND**

The CONTRACTOR shall execute and deliver to the County the Payment and Performance Bonds included herein as security for the faithful performance and completion of the Work and payment

for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents.

These Bonds shall be in amounts \$250,000, shall name the County as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Prior to execution of the Contract Documents the County may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the Contractor. If the Contract Amount is increased by Change Order, it shall be the Contractor's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

**The Contractor may be required to record the payment and performance bonds in Orange County public records as prescribed by Florida Statutes, Chapter 255.05. If applicable, before commencing the work the Contractor shall provide to the Manager of the Procurement Division a certified copy of the recorded bonds, no payment will be made to the contractor until the contractor has provided a copy of the recorded bonds.**

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

## **ARTICLE 7            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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

Required Coverage:

- Commercial General Liability - The 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
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a

minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

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

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, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

## **ARTICLE 8            INDEMNIFICATION**

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

## **ARTICLE 9            FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual



obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

**ARTICLE 10            AVAILABILITY OF FUNDS**

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

**ARTICLE 11            CONFLICT OF INTEREST**

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

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

**ARTICLE 12            UNIFORM COMMERCIAL CODE**

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

**ARTICLE 13            TERMINATION**

**A.            Termination for Default:**

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

1.            Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2.            Deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

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

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

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

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

#### **B. Termination for Convenience**

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

## ARTICLE 14

## FORCE MAJEURE - EMERGENCY RESPONSE CONTRACTS

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding seven (7) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. **As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor's obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor's part that are in any way related to natural disaster conditions (ie: fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**
4. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

## ARTICLE 15 PERSONNEL

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

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

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

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

**ARTICLE 16**            **TRUTH IN NEGOTIATION CERTIFICATE**

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

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

**ARTICLE 17**            **ARREARS**

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

**ARTICLE 18**            **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

**ARTICLE 19**            **INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

**ARTICLE 20**            **CONTINGENT FEES**

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

**ARTICLE 21**            **ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors 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 sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

**ARTICLE 22**            **EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A.     The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B.     The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C.     The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

**ARTICLE 23**            **SCRUTINIZED COMPANIES**

- A.     By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
  2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
  2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

#### **ARTICLE 24            MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 25            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/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor.”

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

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

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

#### **ARTICLE 26            TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

#### **ARTICLE 27            VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

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

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

**ARTICLE 28            LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

**ARTICLE 29            PRICE ESCALATION/DE-ESCALATION (CPI)**

The County may allow a price escalation provision within this award. The original contract prices shall be firm for the entirety of the initial (3-year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at renewal 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](http://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.

**ARTICLE 30**                    **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By executing this contract Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**ARTICLE 31**                    **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.**

By executing this contract the Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**ARTICLE 32**                    **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- A. The contractor agrees to provide Orange County, the State of Florida, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**ARTICLE 33**            **DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**ARTICLE 34**            **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS)**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**ARTICLE 35**            **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**ARTICLE 36**            **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**ARTICLE 37**            **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this contract 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.

**ARTICLE 38**            **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014**

- A. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

C. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

**ARTICLE 39            ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**ARTICLE 40            JURY WAIVER**

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

**ARTICLE 41            GOVERNING LAW AND VENUE**

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

**ARTICLE 42            NO REPRESENTATIONS**

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

**ARTICLE 43            AUTHORITY TO PRACTICE**

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

**ARTICLE 44            SEVERABILITY**

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

**ARTICLE 45            SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

**ARTICLE 46            REMEDIES**

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

**ARTICLE 47            ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 48            NOTICE**

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

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and if sent to the CONTRACTOR shall be mailed to:

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**ARTICLE 49            ATTACHMENTS**

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. Attachment A Details
- B. Attachment B Details
- C. Attachment C Details

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

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Company Name

---

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

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Signature

---

Date

---

Typed Name

---

Title

---

Date

**P E R F O R M A N C E   B O N D**

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

**KNOW ALL MEN BY THESE PRESENTS** that

**Name of Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**Corporation, Partnership or Individual:** \_\_\_\_\_

hereinafter referred to as the Contractor, as Principal, and

**Name of Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of **\$250,000 Two Hundred Fifty Thousand Dollars**, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into **Contract No. Y19-131** with the "County", also referred to herein as the OWNER, for the term contract entitled: **DISASTER DEBRIS MONITORING AND RECOVERY SERVICES**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**>General description of the Contract:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents, including the General Terms and Conditions, Special Terms and Conditions, Specifications or Scope of Services/Work and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

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

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

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

CONTRACTOR, AS PRINCIPAL

WITNESS:

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

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

Signature

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

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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



**P A Y M E N T B O N D**

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

**KNOW ALL MEN BY THESE PRESENTS** that

**Name of Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**Corporation, Partnership or Individual:** \_\_\_\_\_

Thereinafter called Contractor, as Principal, and

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

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-5635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$250,000 Two Hundred Fifty Thousand Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into **Contract No. Y19-131** with the "County", also referred to herein as the OWNER, for term contract entitled: **DISASTER DEBRIS MONITORING AND RECOVERY SERVICES**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**General description of the Work:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
  
2. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
  
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

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

CONTRACTOR, AS PRINCIPAL:

WITNESS:

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

Signature

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

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

SURETY:

AGENT FOR SURETY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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