

Issue Date: April 16, 2018

INVITATION FOR BIDS #Y18-1052

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

**WASTE REMOVAL AND RECYCLING: ORANGE COUNTY CONVENTION CENTER
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, May 10, 2018**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

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

A **Mandatory Pre-Bid Conference** will be held on **Friday, April 20, 2018, 2:00 PM**, located at **Orange County Convention Center, South Concourse, Facility Operations Conference Room, S 231A, at 9899 International Drive, Orlando, FL 32819**. Interested bidders are required to attend. **Bidders who fail to attend the mandatory pre-bid conference shall be ineligible to compete for the award of a contract under this solicitation.**

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

NOTICE TO BIDDERS

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

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Todd.Jackson@ocfl.net, no later than 5:00 PM Tuesday, May 1, 2018 to the attention of Todd Jackson, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. FEDERAL AND STATE TAX

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

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

4. ACCEPTANCE/REJECTION/CANCELLATION

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

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

5. **NO BID**

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

6. **CONFLICT OF INTEREST**

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

7. **LEGAL REQUIREMENTS**

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

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

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

8. **MISTAKES**

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

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

9. AVAILABILITY OF FUNDS

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

10. EEO STATEMENT

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

Further, the Contractor shall abide by the following provisions:

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

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

11. BID TABULATION AND RESULTS

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

12. BID FORMS

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

13. REFERENCES

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

14. RECIPROCAL PREFERENCE

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

1. **Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**
2. **If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

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

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

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

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

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

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

16. BID AND RELATED COSTS

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

17. CONTRACTUAL AGREEMENT

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

18. PUBLIC ENTITY CRIME

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

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

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

19. DRUG-FREE WORKPLACE FORM

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

20. SUBCONTRACTING

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

21. CONFLICT OF INTEREST FORM

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

22. ETHICS COMPLIANCE

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

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

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

23. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

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

24. COPIES

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

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

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

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

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

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

27. PAYMENT TERMS/DISCOUNTS

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

28. PATENTS AND ROYALTIES

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

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

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

29. INDEMNIFICATION

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

30. CLARIFICATIONS

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

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

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

32. SUCCESSORS AND ASSIGNS

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

33. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this

contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

34. EMPLOYEES OF THE CONTRACTOR

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

35. TOBACCO FREE CAMPUS

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

36. CONTRACT CLAIMS

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

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

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

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

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

37. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:
<http://www.uscis.gov/portal/site/uscis>.

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

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

38. CONFIDENTIAL INFORMATION

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

39. FEDERAL REQUIREMENTS

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

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

40. PUBLIC RECORDS COMPLIANCE

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

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

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

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

SPECIAL TERMS AND CONDITIONS

1. **MANDATORY PRE-BID CONFERENCE** All interested parties are invited to attend a **Mandatory Pre-Bid Conference** on **Friday, April 20, 2018, 2:00 PM**, located at **Orange County Convention Center, South Concourse, Facility Operations Conference Room, S 231A, at 9899 International Drive, Orlando, FL 32819**. **Bidders who fail to attend the mandatory Pre-bid conference shall be ineligible to compete for the award of a contract under this solicitation.**

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

2. **INSPECTION OF FACILITIES/AREAS**

It is the Bidder'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 Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedules will be conducted one time only at the Mandatory Pre-Bid Conference. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

3. **QUALIFICATION OF BIDDERS**

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

1. A minimum of three references such as international airports, theme parks, convention centers and convention hotels for work in waste diversion management within the last five (5) years. Bidder's references shall include a combination of the use of waste hauling trucks, waste container/compactors and recycling facilities. Include a brief description of the work with location, dates of contract, names, addresses and telephone numbers of owners by completing the attached reference sheets. A entity client shall not be used more than once for references.
2. Provide resumes for the Operations Manager, Site Supervisor and Sustainability Coordinator or equivalent.
 - The Operations Manager resume shall demonstrate a minimum of five (5) years' experience.
 - The Site Supervisor resume shall demonstrate a minimum of three (3) years' experience.
 - The Sustainability Coordinator or equivalent resume shall demonstrate a minimum of one (1) year experience.

3. List of permits, certifications, equipment and facilities available to do the work including the following at a minimum:
 - Waste Landfill Florida Permit
 - C&D Material Recovery Facility Florida Permit
 - Recycling Facility Florida Permit
 - A copy of the Florida Annual Equipment Calibration Certification.
 - Minimum of fifteen (15) roll off trucks in proper operating condition and shall submit the vehicle identification number for each truck.

4. Proof in the form of a permits, licenses, business tax receipts, or any other incorporation documents demonstrating that the Bidder's operation combined with any listed Sub-Contractors have been in business Florida for a minimum of two (2) years. Between the bidder and all sub-contractors the following three operations shall be demonstrated: (1) waste hauler (2) recycler and (3) organic processing facility.

A copy of appropriate permits issued by the Florida Department of Environmental Protection to operate an organics recycling facility shall be provided, this permit may be in the name of a listed sub-contractor.

5. A detailed operational plan that clearly demonstrates the ability to meet the OCCC's requirements. The operational plan shall include the following minimum information:
 - a. Bidder's plan for collection and hauling of solid waste and construction/ demolition waste, recyclable waste, source-separated recyclables, yard waste, and organic waste.
 - b. Bidders plan for staffing and operation of on-site collection 7 days a week.
 - c. Bidder's plan for providing the needed equipment at the OCCC referenced in Attachment A.
 - d. Bidder's plan for recycling or diverting a minimum of 75% of the solid waste and construction/demolition debris. Bidder's plan must demonstrate that they can process 200 tons per day at the recovery facility. As a minimum, the Bidder shall provide a pictorial flow of the process and the capacity of each major piece of equipment (major shall indicate any equipment that can affect the capacity to process waste).
 - e. Bidder's plan for recycling or diverting of recyclable waste, and source-separated recyclables. Bidders must demonstrate that they can achieve an overall minimum diversion rate of 90% and can process 100 tons per day at the recovery facility. As a minimum,

the Bidder shall provide a pictorial flow of the recycling process and the capacity of each major piece of equipment (major shall indicate any equipment that can affect the capacity to process recyclable waste). Also, upon request, the Bidder must provide an immediate chain of custody pictorial flow (to include any and all contracted haulers used to process materials) along with weight ticket for all waste streams listed above to ensure landfill diversion.

- f. Bidder's plan for recycling or diverting of organic waste. Bidder shall demonstrate that they can achieve a minimum diversion rate of 100% and can process 200 tons per month. As a minimum, the Bidder shall provide a pictorial flow of the recycling process and the capacity of each major piece of equipment (major shall indicate any equipment that can affect the capacity to process recyclable organic waste). Also, upon request, the Bidder must provide an immediate chain of custody pictorial flow (to include any and all contracted haulers used to process materials) along with weight ticket for organic waste to ensure landfill diversion.
- g. Bidder's plan for disposing of waste at a County or non-county facility 7 days a week and/or demonstrate the ability to meet the minimum turnaround time in the Scope of Work. Late night and weekend operations need to be highlighted noting the 2 (two) hour turnaround time frame to meet OCCC expectations.
- h. Bidder's plan to accomplish a composition study for sampled containers or actually weigh each recyclable item received in containers and bags.

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

4. SECURITY AND IDENTIFICATION

- A. All costs for background investigations will be Contractor's responsibility. The County shall have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff must be approved by OCCC Security team prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows. The background checks must be performed yearly:

1. For all Contractor's staff and/or employee that will be working at any part of the Convention Center and related facilities, including Canadian Court Parking Structure, the Contractor shall perform background checks at its expense and submit them to OCCC for determining whether the employee is acceptable to be allowed to work for OCCC. The background checks must be submitted each year the contract is valid.
 2. The contractor shall provide a level 1 (5 years) background check, dated 90 days prior to contract start and five panel drug screen, for any employees before starting work to include:
 - a. Identification Verification
 - b. Selective Service Status (registered/unregistered).
 - c. FDLE Automated Criminal Record
 - d. Clerk of Courts by County of Residence
 - e. Employment Verification
 - f. DMB by State Residence
 - g. Military Verification
 - h. Professional License and Certification Check
 3. **Drug Screen – Five Panel**
 - a. Amphetamines
 - b. Cocaine Metabolites
 - c. Marijuana Metabolites
 - d. Opiate Metabolites
 - e. Phencyclidine
- C. Contractor's employees will not be allowed in Orange County Convention Center without completed and approved background investigations.
 - D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County Representative, in writing, of such termination or transfer.
 - E. The Contractor shall report the arrest of any employee working under the terms of this contract to the Orange County Convention Center Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the Orange County Convention Center whether the employee shall continue to work at Center locations within this contract.
 - F. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies name and logo.
 - G. The Contractor shall remove from Convention Center premises any of his employees who, in the opinion of the County's Representative, or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other

disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The Convention Center Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace.

- H. OCCC Photo Identification Badges will be issued on an as-needed basis for the Contractor's employees that have successfully passed their background check and five panel drug screen check. Badges are the property of the OCCC. Each lost and/or misplaced badge will result in a \$25.00 replacement fee, payable to the OCCC. Payment should be taken to the Business Services office prior to obtaining the replacement badge (receipt must be presented in order to receive a replacement badge). Keys may also be issued to Contractor's employees on an as-needed basis. All keys are the property of the OCCC. There will be a \$35 charge per key for all lost and unreturned keys. If multiple cores must be changed due to a missing key, the Contractor shall be responsible for all the core changes. Core changes are \$35.00 per core.

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

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

5. CERTIFICATION/LICENSE

Bidder shall hold Certificate of Competency and show proof by submission of a copy of the certificate and license with the bid submission as a State of Florida or Orange county Certified Contractor. The Certificate of Competency shall be in the name of the Contractor shown on the Bid Response Page.

6. LICENSES AND PERMITS

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

7. BID ACCEPTANCE PERIOD

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

8. AWARD

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder. If the Bidder fails to respond, they will be considered non-responsive.

9. POST AWARD MEETING

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

10. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be as indicated in the Scope of Services. Bids which fail to meet this requirement shall be rejected.

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

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

The Contractor shall, within **forty-eight (48)** hours from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

11. TERMINATION

A. Termination for Default:

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

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

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific

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

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

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

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

B. Termination for Convenience:

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

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

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

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

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

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

15. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents as listed below:

- 1) Tonnage receipts from the landfill or recycling processing center(s) shall be included with monthly billing. Invoices will not be approved until accompanied by receipts so that tonnage can be verified. Landfill or recycling receipts shall show the location of services (i.e., OCCC, Dock #) shall be itemized by source (i.e., solid waste, construction/demolition

debris, recyclable waste and OCCC source-separated recyclables) and must state method of calculation of weighing.

- 2) The Contractor shall provide pull tickets identifying the location (Dock #) and type of container pulled. These pull tickets shall be provided to ensure timely payment. The Contract shall have the capability to provide to the OCCC pull ticket information within 48 hours if requested for specific event activity.
- 3) Reporting weight (in tons) of OCCC source-separated recyclables by compactor and resulting refunds per the Official Board Market (OBM);
- 4) Quotes for all additional work shall be provided to OCCC representative prior to commencing any work. Formatting for line item quotes and invoicing shall be reflective of bid form and delivery order when issued. The Contractor shall submit with its invoices for Additional Work a copy of the service receipt along with a description of the work performed with the date time. Each service ticket shall be signed and dated by the OCCC representative each day as an acknowledgment of the work performed.
- 5) Specialty equipment shall include items that may be required to perform tasks outside the normal scope of work. The use of special equipment and/or services shall be pre- approved by the OCCC representative.

Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Convention Center
Business Division/Accounts Payable
PO Box 691509
Orlando, Florida 32869-1509
Email: OCCC-AP@OCFL.NET
Phone: 407-685-9817

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

16. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

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

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

17. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County’s review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than **\$1,000,000** per occurrence. Vendor/Contractor further agrees coverage

shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than **\$500,000** (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than **\$100,000** each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

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

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

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

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

The certificate holder shall read:

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

18. CONTRACT TERM/RENEWAL

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

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

19. PRICING

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

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

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

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

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

CPI-U Calculation Example:

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

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

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

21. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

22. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE

bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

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

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

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

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

23. CHANGES - SERVICE CONTRACTS

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

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

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

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

24. ATTACHMENTS

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

- A. Attachment A: Equipment Requirements
- B. Attachment B: Sample of Recycled Materials Invoice
- C. Attachment C: Event Generated Waste Management
- D. Attachment D: Waste Unit Locations, Stream Types, and Quantities
- E. Attachment E: Example of Waste Audit Data Chart
- F. Attachment F: Sustainability Coordinator Job Description
- G. Attachment G: North South Building
- H. Attachment H: West Building
- I. Attachment I: Waste Management Historical Data
- J. Attachment J: Parking Pass/Driving Directions

25. REQUIREMENTS CONTRACT

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

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

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

SCOPE OF WORK/SERVICES

BACKGROUND

In support of Orange County's Orange to Green initiative, the Orange County Convention Center (OCCC) is committed to conducting its operations in an environmentally responsible manner through the establishment of an environmental management system.

In fulfillment of this commitment, it is the policy of the OCCC to emphasize:

- Opportunities for pollution prevention
- Conservation of resources
- Continual improvement of environmental practices
- Compliance with environmental laws and regulations

These trucks shall be available and located within a 50-mile radius of the Orange County Convention Center.

OCCC Waste Stream Definitions

1. **Construction and Demolition Waste:** Construction and demolition debris such as dry wall, carpet, concrete, wood, steel, aluminum and other building materials.
2. **Organic Waste:** Materials containing carbon that are of biological origin and therefore are biodegradable or compostable. Specifically, pre-consumer and post-consumer wet and dry food waste and compostable/biodegradable flatware and service ware including forks, plates, cups, napkins, etc.
3. **Recyclable Waste:** Items which are able to be remanufactured into useful materials and products such as glass, plastic, aluminum and steel containers. OCCC utilize single stream recycling in front of house operations. Paper and cardboard is included in Source Separated Recyclables definition below.
4. **Solid Waste:** Any garbage, refuse, and other discarded material, including solid, liquid, semi-solid which is not able to be re-purposed, recycled, diverted, or recovered.
5. **Source Separated Recyclables:** OCCC staff physically sorts paper and cardboard at the point of generation into separately marked compactors.
6. **Yard Waste:** organic waste created from plant, grass, tree clippings and trimmings.

General Definitions

1. **Anaerobic digestion:** natural process that converts biomass to energy under oxygen free conditions; bacteria the most important factor; net energy gain and useful byproducts
2. **Composting:** involves collecting organic waste, such as food scraps, and storing it under aerobic and thermophilic conditions designed to help it break down naturally.

3. **Diversion Rate:** Diversion is a management activity that disposes of waste other than through incineration or the use of landfills such as reuse or recycling. The diversion ratio is defined as percentage of waste diverted divided by the total amount of waste generated.

$$\frac{\text{(Weight of OCCC Solid, Recyclable, C\&D, Organic Waste DIVERTED)}}{\text{(Weight of OCCC Solid, Recyclable, C\&D, Organic Waste GENERATED)}}$$

4. **ISO 14001 Environmental Management System:** An international standard that OCCC as registered and been certified under to identify and control the environmental impact of its activities, products or services, and to improve its environmental performance continually, and to implement a systematic approach to setting environmental objectives and targets, to achieving these and to demonstrating that they have been achieved. Specifically, the certification was earned for OCCC's waste management and janitorial procedures.
5. **Landfill -** A waste disposal site certified by state of Florida used for the controlled deposit of solid waste onto or into land.
6. **LEED for Existing Building Certification:** A rating system developed by the U.S. Green Building Council that focuses on areas of sustainable operations and maintenance in buildings including waste management, energy performance, water use, janitorial cleaning, and indoor air quality. Leed Gold Certification has been achieved at the North/South. All OCCC operations will strive to implement LEED strategies across both buildings. Learn more at www.usgbc.org
7. **Recycling:** the recovery of useful materials, such as paper, glass, plastic, and metals, from the trash to use to make new products, reducing the amount of new raw materials needed.
8. **Recycling Rebate:** amount of money credited towards OCCC for the recyclable material collected. Contractors shall bid on these rebates and give market sources, reports, websites, etc. of values to OCCC.
9. **Reuse:** to repurpose materials and delay a material's entry in the waste collection and disposal system.
10. **Single Stream Recycling:** OCCC front of house has two waste streams; recycling and solid waste.
11. **Weight Ticket:** a ticket from a scale certified or inspected by a government authority, indicating the date weighted, the weight of the shipment and the vehicle ID of the unit being weighed.

1. **RECYCLING LOTS DESCRIPTION**

The Contractor shall recycle/recover source-separated recyclables and recyclables materials from compactor loads and roll-off containers generated from the OCCC. Materials shall be inspected upon delivery to the sorting facility. Each load will be visually inspected for material percentages such as glass, plastic, metals, and cardboard. Weekly reports shall include material

percentages, including full load weight, plastic material weight, metal material weight, glass material weight, and paper material weight. Weekly reports shall also include photos of loads with unacceptable contamination. Contractor shall refund the value of the source-separated recyclables according to the bid schedule. Scrap metals are recycled outside of this contract.

The Contractor shall support OCCC through a cost-effective, environmentally sustainable organics recycling program.

The Contractor shall perform high performance waste management and recycling services to minimize land filling and/or incineration, conserve natural resources and reduce operational costs. OCCC has achieved ISO 14001 Certification for its Environmental Management System (EMS) and has integrated standards from LEED for Existing Buildings Certification for Operations and Maintenance. The Contractor shall support OCCC in its waste reduction and sustainability initiatives.

2. COMPACTOR & CONTAINER EQUIPMENT

A. RESPONSE TIMES

1. The OCCC is accessible 24 hours a day for pick-up/pull arrangements. The frequency of container pick-up/pull will be on an on call, as needed basis. The OCCC will strive to have the majority of pulls accomplished between 6:00 p.m. and 7:00 a.m.; however, the Contractor shall have the capability to pull containers at any time of the day.
2. The time between the initial call by the OCCC for container pick-up/pull until the actual pick-up/pull by the Contractor shall be no more than two (2) hours.
3. Container pick-up/pull service shall be provided twenty-four (24) hours per day, seven (7) days a week, including all weekends, holidays, and evening. The Contractor must provide a point of contact that can be reached twenty-four (24) hours a day, seven (7) days a week.
4. The contact must be capable of responding within thirty (30) minutes of notification and have authority to act on behalf of the Contractor.
5. The Contractor shall have the capability to successfully pick-up/pull, dispose, and return up to twenty-five (25) containers within eight (8) hours of notification on any day.
6. The Contractor is required to coordinate all technical service arrangements in advance of such service with the OCCC.
7. All containers shall be returned to their designated location in a clean condition and odor free within a two (2) hour turnaround time period after pick-up/pull of the container. If necessary, the OCCC representative may request pressure washing of dock/ramp space utilized by the containers. These will be paid per the bid sheet pricing in Lot 2.

8. OCCC will strive to allow the Contractor to pre-stage containers to facilitate timely return of equipment.
9. The Contractor shall respond to safety issues within two (2) hours after notification and advise the OCCC in writing of corrective actions taken within one (1) calendar day.

B. SERVICES

1. The Contractor shall provide waste removal equipment and service including, roll-off containers and/or container compactors, customized loading platforms, metal skid plates, odor control system, container hauling and re-arrangement, waste disposal, recycling service, and detailed monthly invoicing. All costs are to be included in the bid price.
2. The OCCC will identify certain containers as "movable" for the purpose of periodic shifting to allow more dock access to its customers. The Contractor shall shift or re-arrange within the OCCC's dock areas the containers identified by the OCCC as movable, on an on call, as needed basis. There shall be no cost or additional charge for this service when the request for shifting, moving or re-arrangement within the property is coordinated concurrently with a scheduled roll-off or front load container pick-up/pull. At peak periods there may be up to thirty (30) moves in one (1) week, but on average five (5) moves a week.
3. The Contractor shall provide pull tickets identifying the location (Dock #) and type of container pulled. These pull tickets must be provided to ensure timely payment. The Contractor shall have the capability to provide to the OCCC pull ticket information within 48 hours if requested for specific event activity.
4. Collection equipment used at the OCCC, i.e. compactors, roll offs, open tops; must be capable of handling solid waste, recyclable waste, construction/demolition waste, yard waste and organic waste.
5. The OCCC owns the current skid plates that are in place. The Contractor shall maintain the current skid plates. If additional skid plates are needed, the Contractor shall provide, properly install, and maintain the additional skid plates. They shall be similar to the type used at the OCCC for each roll-off container location to ensure protection of OCCC's concrete surface.
6. The Contractor shall provide rigid steel ramps from dock to loading platform, and customize the loading platforms of each of the compactor units, in each dock location, to conform to not more than a thirty (30) degree incline/decline from dock to platform. These ramps must have a non-skid surface to avoid accidents. Any safety equipment (ie, shin guards) shall be provided. The Contractor shall submit drawings and other needed information for approval by the OCCC within 7 (seven) calendar days after award.

7. The Contractor shall establish a schedule for accomplishing inspections of on-site equipment and submit it to the OCCC for approval. Inspections shall be accomplished a minimum of once a month. Contractor shall perform a visual check of the compactors for sorting or contamination of recyclables and report any findings. Observations and pictures will be reported to OCCC's Designee. The Contractor shall notify the OCCC one day in advance of any inspections to allow OCCC personnel to participate along with the Contractor's representative. The Contractor shall check all on-site equipment, make any necessary repairs and provide a written maintenance report to the OCCC. The report shall include as a minimum: date of inspection, repairs made, repairs to be made and estimated completion date. All open repairs will be closed out by written notice. The reports must be signed off by an OCCC designee. Contractor shall provide, service, and maintain an odor neutralizing system at all compactor (excluding open top containers and cardboard compactors) locations to accomplish neutralization of offensive and disagreeable odors within the waste deposit area and prevent infiltration of such odor into the surrounding areas of the building. The cost for this system shall be included in the bid price.
8. The Contractor shall provide a financial credit for down or out of service equipment due to mechanical reasons equal to the monthly rental charge divided by 30 days to obtain a daily rate. This daily financial credit shall be applied whether the equipment is out of service for an hour or a day.
9. If the Contractor removes that equipment from the OCCC, a "like" replacement must be provided within four (4) hours.
10. The Contractor is entitled to reimbursement for the cost of repairs due to OCCC personnel accidental damage, neglect or abuse of equipment. The Contractor must provide a copy of their invoice, a copy of any sub-contractor's repair invoice and a copy of the OCCC's Security Incident Report. Invoice backup will include, at a minimum, work tickets (which must reflect hours worked, time in and time out). Parts will be reimbursed per the bid sheet. The backup for parts must include a copy of the invoice paid for the parts. Upon completion of repair, the OCCC designee shall verify the repair has been done and sign off on the repair order.
11. The Contractor shall provide onsite support for up to 25 major show activities: pre-show planning, during show move-in, during show, and move out.
12. The Contractor shall attend OCCC weekly and client requested meetings.
13. The Contractor shall provide special reports as requested by show managers.

C. WASTE STREAMS

Contractor shall remove waste from OCCC and achieve a minimum diversion rate for each stream detailed below. The OCCC generates six waste streams below:

1. **Solid Waste:** Any garbage, refuse, and other discarded material, including solid, liquid, semi-solid which is not able to be re-purposed, recycled, diverted, or recovered. Organic Waste that is not recovered at the source by OCCC staff may also be included. This is normally placed in 34 cubic yard self-contained compactors.
2. **Recyclables:** Items which are able to be remanufactured into useful materials and products such as such as glass, plastic, aluminum and steel containers. OCCC utilize single stream recycling in front of house operations. These items will be placed in 34 cubic yard self-contained compactors. Paper and cardboard is included in Source Separated Recyclables definition below.
3. **Source Separated Recyclables:** OCCC staff physically sorts paper and corrugated cardboard at the point of generation into separate 40 cubic yard stationary compactors or 34 cubic yard self-contained compactors. Compactors are designated as "Recycle Paper/Cardboard" by the OCCC. The recycle office paper is bagged and put in a 20 cubic yard open top container labeled recyclable paper.
4. **Construction and Demolition Waste:** Construction and demolition debris such as dry wall, carpet, concrete, wood, steel, aluminum and other building materials that are generated from show and event activity. Solid waste may also be included. This is normally loaded into either 40 cubic yard stationary compactors, 34 cubic yard self-contained compactors, and/or open top containers. Note, for OCCC projects concerning facility alterations and additions at OCCC, the general contractor is responsible for the removal of these materials if hired.
5. **Organic Waste:** Materials containing carbon that are of biological origin and therefore are biodegradable or compostable. Specifically, pre-consumer and post-consumer wet and dry food waste and compostable/biodegradable flatware and service ware including forks, plates, cups, napkins, etc.
6. **Yard Waste:** Generated from OCCC operations is usually placed in an open top container. Landscaping maintenance service contractor is responsible for hauling waste generated from their on-site work.

The OCCC will designate which compactors and open top containers contain each of the six waste streams.

The Contractor shall dispose of solid waste at a County-owned or non-County owned disposal facility. In the event that a County-owned disposal facility is not available, an appropriately permitted alternate facility may be used.

D. SOLID WASTE AND CONSTRUCTION & DEMOLITION WASTE

1. The Contractor shall transport containers designated as Solid Waste and/or Construction and Demolition (C&D) waste from the OCCC to a recovery facility chosen by the contractor. This facility shall be properly permitted to divert, recycle, and recover materials from the waste stream under the requirements of Florida Administrative Code Rule (FACR) Chapter 62-701.710. This facility shall be properly permitted by the Florida Department of Environmental Protection.
2. The Contractor shall transport all non-recyclable solid waste and C&D containers that remain from the facility above to the Orange County Landfill or Orange County Transfer Station. Occasionally the Contractor may be asked to take the waste to the nearest yard/landfill due to event activity and turnaround time.
3. The Contractor shall ensure a minimum 75% diversion rate. The diversion rate shall be computed using the following formula and reported to the OCCC on a monthly basis:

$$\frac{\text{(Weight of OCCC Solid/ C\&D DIVERTED)}}{\text{(Weight of OCCC Solid/ C\&D GENERATED)}}$$

4. The OCCC encourages contractors to employ and demonstrate innovative technologies in waste diversion and recycling for all waste streams coming from the OCCC (i.e. landfill gas recovery, waste-heat conversion, incineration, composting, reuse, repurpose, and donations); however, any such innovative action shall require the prior approval of the OCCC.
5. Tons disposed of in any landfill are expressly excluded from the definition of recovery. Tons stockpiled for more than 90 days are expressly excluded from the definition of recovery. Recycling shall be defined as collection, reprocessing, marketing, and use of materials that were diverted or recovered from the solid waste stream. OCCC reserves the right, at any time, to follow the waste stream and audit recovery/recycling process.
6. The Contractor shall charge a tipping fee per ton for the processing and recycling of solid waste and C&D debris generated by the OCCC. Tipping fee is the price the vendor bids to dump and process solid waste and C&D waste at a recycling plant. This tipping fee includes any cost that is associated with the vendor hauling and disposing of any residual waste and/or contaminated waste that cannot be recycled and must be land filled or incinerated.

7. The OCCC makes no guarantees or projections regarding the content, composition, or volume of the dry waste stream. The content, composition, or volume of the dry waste stream may change at any point. The OCCC will actively research technologies and opportunities for solid waste reduction and recycling of materials at its source such as organic materials and other streams that can be isolated.

E. WASTE & SOURCE-SEPARATED RECYCLABLES AND ORGANIC WASTE

1. Recyclables Recovery weight will be documented and reported to the OCCC. The OCCC waste, shall be separated at the Contractor's facility, weighed by source, and reported.
2. Recyclables must be listed separately by compactor/location on monthly invoicing per Attachment B. Attachment B is an example of the required format that the Contractor must follow in submitting its invoices. The specific locations and types of containers will be adjusted based on the OCCC's requirements.
3. The Contractor shall ensure a minimum 90% diversion rate of material from this recyclable waste stream. The diversion rate shall be computed using the following formula and reported to the OCCC on a monthly basis and/or by the frequency of show if requested. Guidance on reporting format is found in Section: Waste Management:

$$\frac{\text{(Weight of OCCC Recyclables DIVERTED)}}{\text{(Weight of OCCC Recyclables GENERATED)}}$$

4. Note: Throughout this section, the reference to 30 % is in relationship to the weight of contamination with foreign materials as compared to the total weight of the waste in the container.
5. Container Pick-Up: Contractor shall refund the value of applicable source-separated recyclables and shall include report noting rebate fluctuations based on market. Refer to the bid schedule for further detail. The Contractor shall accept and recycle all loads. If the source-separated recyclables and recyclables in any load are contaminated by more than 30% with foreign materials, the Contractor may charge a fee per ton not to exceed the Contractor's compactor tipping fee per ton. This shall be shown on the monthly invoice as a refund for offsetting other service charges.
6. FOR PLASTIC BAGS: OCCC will use clear plastic bags which are pulled from front of house containers, back of house operations, and deposited into designated recyclables compactors. All clear bags shall be opened by Contractor at recycling facility and recyclable materials shall be properly processed unless contractor judges 30% or more contamination (see details in section below for documentation details).

7. For any load of source-separated recyclables and recyclables containing more than 30% contamination with foreign materials or rejected materials, the Contractor shall document the contamination to include photographs of the load. This documentation shall be provided to the OCCC within 24 hours of dumping the load. The OCCC reserves the right to monitor the Contractor's grading of loads of recyclables and source-separated recyclables at any time. The Contractor shall make their facility and grading procedure available any time at the request of the OCCC.
8. The Contractor shall accept all loads, regardless of foreign material contamination amounts. However, the Contractor may reject any load with hazardous, biohazard, medical, radioactive, volatile, corrosive, highly flammable, explosive, biochemical, infectious, or toxic materials. Foreign materials shall be defined per the current Paper Stock Industries' Standards and Practices Circular.
9. Contractor shall collect and recycle the following wet and dry waste:
 - Fruits and vegetables
 - Meat, poultry, seafood (bones and shells)
 - Bakery items and ingredients
 - Eggs and biodegradable egg cartons
 - Milk, juices and biodegradable cartons
 - Edible plants
 - Coffee grounds, filters, tea bags
 - Paper products (napkins, paper towels)
 - Ice cream, yogurt, cottage cheese
 - Compostable and Biodegradable flat ware and service ware including forks, plates, cups, napkins, etc.
10. Contractor shall use one or more of the acceptable methods to recycle wet and dry waste locally:
 - Feed Animals: Process or provide food scraps to farms
 - Industrial Uses: Provide fats for rendering; oil for fuel; food discards for animal feed production; or anaerobic digestion combined with soil amendment production or composting of the residuals.
 - Composting: Recycle food scraps into a nutrient rich soil amendment
 - Additional methods will be approved with proper documentation.
11. Containers shall be in good condition free of leaks, cracks, rust, discoloring or excessive markings.

12. Contractor shall assume all responsibility for the waste once it enters contractor transport, EXCEPT for actions of vandalism or nature while still on OCCC property.
13. Contractor shall report a monthly amount of weight or volume collected and sent for composting or recycling.
14. Contractor shall notify OCCC of fluctuations in rebates, refunds, or credits back to OCCC.

F. SITE SUPPORT

1. The Contractor shall attend regular meetings at the OCCC to go over recycling/diversion goals, contractor performance, and past/future show activity. OCCC will notify contractor within one (1) week of a scheduled meeting.
2. Contractor shall provide onsite support for up to 25 major show activities: pre-show planning, during show move-in, during show, and move out. This meeting will identify further recycling/diversion methods or management practices for regular show generated waste and any specific high volume waste stream (i.e., ceramic tile or plastic materials from client shows).
3. The contractor shall inform the OCCC of innovative technologies, products, equipment and process methods to support recycling/diversion and cost saving goals.

G. WASTE STREAM AUDIT

Shall consist of an assessment to determine the specific types of materials that make up a building's waste stream and assess effectiveness of waste reduction and recycling programs being implemented at OCCC. Teams collect Solid Waste and Recyclable waste streams during a designated collection period and then physically sort through the waste and analyze. The goal is to conduct a check and balance of the diversion rate that is provided on a regular basis to OCCC. Measurement for waste audit can be weight or volume. The waste auditing process allows OCCC to identify opportunities for diverting waste streams away from the landfill and toward recycling or composting. This service will be provided and covered under contractual costs at no added no expense.

1. Shall be performed on-site bi-annually by the contractor in accompaniment with the OCCC Designee. The OCCC shall provide the Contractor a minimum of fourteen (14) calendar days notice for the waste stream audit to occur.
2. The Waste Stream Audit will capture a representative sample and demonstrate areas of improvement for recycling and landfill diversion by location, waste stream and show schedule. The Contractor shall provide the required data per Attachment C.

3. The waste audit shall be conducted under the guidance of the OCCC Designee.
4. The scope of the waste-stream audit should focus on 1 building per audit.
5. For the North/South Building, 1 concourse shall be chosen to represent each building.
6. It is at the discretion of the OCCC Designee to coordinate audit period with contractor so that the 2 annual audits waste-stream audit can capture a show “move-in period”, “move-out period”, and “during show period” for 2 separate shows with different waste streams.
7. Contractor is responsible for providing accurate and appropriate tonnage and contamination data as well as recommendations and action plan for addressing shortfalls and areas of opportunity.
8. The Contractor shall provide all requested information within 5 (five) calendar days after receiving OCCC’s request.

H. Reporting

1. Within 7 days of time of disposal at recovery/recycling facility or landfill, Contractor shall provide timely and organized reports on software of contractor’s choice, or file attachments.
2. Depending on lot bided on; the Contractor shall report to the OCCC the number of tons of solid waste, Source-separated recyclables, recyclables, and organics generated by the OCCC. The Contractor shall report this information to OCCC on a compactor-by-compactor basis. Contractor shall also report the contamination levels (if any), the Official Board Market South Eastern Region high listed price for old corrugated cardboard, and the total refund in dollars paid to the OCCC. The Contractor shall include a copy of the appropriate month’s OBM with this report. The Contractor shall also report the high listed price for office paper and the total refund in dollars paid to the OCCC. Rebates will also be reported for all recyclable products and organics.
3. On a weekly basis, the Contractor shall report to the OCCC the number of tons of waste generated by the OCCC for all waste streams. The Contractor shall report this information to the OCCC on a material and compactor-by-compactor basis.

I. Composition Study

1. Shall consist of a periodic sampling of the waste stream (30 and 45 cubic yard) produced by show/event operations during the three time frames of a show (1. Move-in 2. Show 3. Move-out) and shall be performed at the OCCC.

2. Materials must be sorted, weighed, and reported for composition of waste stream and diversion rate. Pictures will be provided for each waste stream.
3. This data is used to create a formula to estimate the show waste stream data which can then be reported back to the OCCC and its show/event clients as requested.
4. OCCC staff and client have the option to observe operation of the composition study.
5. Composition Study shall be done upon request by OCCC. The OCCC shall provide the Contractor a minimum of seven (7) calendar days to perform the study.

J. Deliverables

1. Upon Award
 - a. Submit drawings and other needed information for the installation of equipment within seven (7) calendar days after award.
 - b. Submit Equipment Inspection Schedule for OCCC approval within 21 calendar days after award.
 - c. Install equipment and containers within 30 calendar days after award per Attachment A.
2. Monthly
 - a. Report the number of tons of waste generated by the OCCC for all waste streams.
 - b. For unacceptable contamination, submit weekly material percentages and photos of loads.
 - c. Submit full load weight and specific weights of each of the recyclables streams and include photos of loads contaminated and set to the landfill.
 - d. Submit official Board Market South Eastern Region high listed price for old corrugated cardboard and office paper and the total refund in dollars paid to the OCCC. All rebates for recyclables and organics shall also be provided.
 - e. All equipment shall be inspected, maintained and repaired.
 - f. Submit Monthly Maintenance Report.

- g. Invoice OCCC at least monthly for services rendered for the prior month to include any sold OCCC source-separated recyclables along with required data.
 - h. Submit amount of weight or volume collected and sent for composting and recycling for the prior month.
- 3. Bi-annually
 - a. Support OCCC in completing the Waste Stream Audit. All requested data, shall be provided within 5 calendar days after receiving OCCC's request.
- 4. As Needed Basis
 - a. Closing out of open repairs by submitting work order within one calendar day after repair is accomplished.
 - b. Submit corrective actions taken for safety issues within one calendar day.
 - c. Submit work order for repairs caused by OCCC personnel for reimbursement within one calendar day after repair is accomplished.
 - d. Composition Study shall be performed upon OCCC request with results reported within one calendar day.
 - e. Provide special reports to support show managers' requests.

**BID RESPONSE FORM
IFB #Y18-1052**

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

Item No.	Description	Est. Monthly Qty.		Est. Annual Qty.		Unit Price		Total Est. Annual Bid		Total Est. 3-Year Bid
1.	40 Cu. Yd. Break-Away Container Rental Fee	18	X 12 =	216 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
2.	34 Cu. Yd. Self-Contained Compactor Rental Fee	30	X 12 =	360 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
3.	40 Cu.Yd. Open Top Roll-off Container Rental Fee	25	X 12 =	252 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
4.	30 Cu.Yd. Open Top Roll-off Container Rental Fee	21	X 12 =	180 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
5.	20 Cu.Yd. Open Top Roll-off Container Rental Fee	8	X 12 =	72 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
6.	8 Cu. Yd. Flip-top Container Rental Fee	4	X 12 =	96 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____

Company Name

Item No.	Description	Est. Annual Qty.		Unit Price		Total Est. Annual Bid		Total Est. 3-Year Bid
7.	40 Cu. Yd. Break-Away Container Pick-up/Pull Fee	600 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
8.	34 Cu. Yd. Self-Contained Compactor Pick-up/Pull Fee	1,500 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
9.	40 Cu.Yd. Open Top Roll-off Container Pick-up/Pull Fee	1,500 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
10.	30 Cu.Yd. Open Top Roll-off Container Pick-up/Pull Fee	1,000 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
11.	20 Cu.Yd. Open Top Roll-off Container Pick-up/Pull Fee	600 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
12.	8 Cu. Yd. Flip-top Container Pick-up/Pull Fee	800 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
13.	40 Cu.Yd. Open Top Roll-off Container Recyclables Recovery - Fee Per Pull <i>Individual Project (less than monthly use) Inclusive of Rental Costs</i>	400 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
14.	30 Cu.Yd. Open Top Roll-off Container Recyclables Recovery - Fee Per Pull <i>Individual Project (less than monthly use) Inclusive of Rental Costs</i>	400 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
15.	20 Cu.Yd. Open Top Roll-off Container Recyclables Recovery - Fee Per Pull <i>Individual Project (less than monthly use) Inclusive of Rental Costs</i>	200 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
16.	Organic Food Waste Compactor – Pickup/Pull Fee	1,000 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
17.	Organic Food Waste Disposal	3,000 tons	X	\$ _____/ton	=	\$ _____	X 3 =	\$ _____

Company Name

18.	Waste Disposal (County Facility) for Rubbish and Wet/Food Waste	3,000 tons	X	\$ _____/ton	=	\$ _____	X 3 =	\$ _____
19.	Waste Disposal (County Facility) for Green/Yard Waste	300 tons	X	\$ _____/ton	=	\$ _____	X 3 =	\$ _____
20.	Waste Disposal (Non-County Facility)	3,000 tons	X	\$ _____/ton	=	\$ _____	X 3 =	\$ _____
21.	Composition Study	50 hrs.	X	\$ _____/hr.	=	\$ _____	X 3 =	\$ _____
22.	Waste Stream Audit	300 hrs.	X	\$ _____/hr.	=	\$ _____	X 3 =	\$ _____
23.	Tires	100 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
24.	Compactor Tipping Fee (Recyclables Recovery)	500 Tons	X	\$ _____/t.	=	\$ _____	X 3 =	\$ _____
25.	Roll-off Tipping Fee (Recyclables Recovery)	1,500 Tons	X	\$ _____/t.	=	\$ _____	X 3 =	\$ _____
26.	Re-arrangement Fee (at OCCC)	200 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
27.	Deodorizing System (Per Compactor for 8 Units)	8 ea.	X	\$ _____/ea.	=	\$ _____	X 3 =	\$ _____
28.	Labor Hours	500 hours	X	\$ _____/hr.	=	\$ _____	X 3 =	\$ _____
29.	Parts/Materials Markup= 10% of actual cost	\$2,000.00	X	10% markup	=	\$2,200.00	X 3 =	\$6,600.00
30.	Specialty Equipment Charge (at cost)	\$5,000.00			=	\$5,000.00	X 3 =	\$15,000.00

31. For evaluation purposes, \$30,000.00 will be used as the estimated dollar value of recycled material. The bidder shall bid a minimum of 75% that shall be returned to the OCCC. This will be deducted from the Total Estimated Bid. Select one option below:

<input type="checkbox"/> 75% deduct \$22,500.00	<input type="checkbox"/> 84% deduct \$25,200.00	<input type="checkbox"/> 93% deduct \$27,900.00
<input type="checkbox"/> 76% deduct \$22,800.00	<input type="checkbox"/> 85% deduct \$25,500.00	<input type="checkbox"/> 94% deduct \$28,200.00
<input type="checkbox"/> 77% deduct \$23,100.00	<input type="checkbox"/> 86% deduct \$25,800.00	<input type="checkbox"/> 95% deduct \$28,500.00
<input type="checkbox"/> 78% deduct \$23,400.00	<input type="checkbox"/> 87% deduct \$26,100.00	<input type="checkbox"/> 96% deduct \$28,800.00
<input type="checkbox"/> 79% deduct \$23,700.00	<input type="checkbox"/> 88% deduct \$26,400.00	<input type="checkbox"/> 97% deduct \$29,100.00
<input type="checkbox"/> 80% deduct \$24,000.00	<input type="checkbox"/> 89% deduct \$26,700.00	<input type="checkbox"/> 98% deduct \$29,400.00
<input type="checkbox"/> 81% deduct \$24,300.00	<input type="checkbox"/> 90% deduct \$27,000.00	<input type="checkbox"/> 99% deduct \$29,700.00
<input type="checkbox"/> 82% deduct \$24,600.00	<input type="checkbox"/> 91% deduct \$27,300.00	<input type="checkbox"/> 100% deduct \$30,000.00
<input type="checkbox"/> 83% deduct \$24,900.00	<input type="checkbox"/> 92% deduct \$27,600.00	

Line Item 31 (Returned to OCCC) \$(_____)

TOTAL ESTIMATED BID – LINES 1-31 \$ _____

Company Name

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

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

Bid Response Documents - The following documents constitute your bid:

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

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

(Signature)	(Date)
-------------	--------

(Title)

(Name of Business)

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

Type of Organization

Sole Proprietorship
 Partnership
 Non-Profit
 Joint Venture
 Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

REFERENCES

List three (3) customers during the past five (5) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y18-1052

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

Name Of Subcontractor	Is the SubContractor a Certified M/WBE with Orange County Government?	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

[] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y18-1052

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.Y18-1052, WASTE REMOVAL AND RECYCLING: ORANGE COUNTY CONVENTION CENTER**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

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

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

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

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

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

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

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
		TOTAL EXPENDED THIS REPORT	\$

Part III

Original signature and notarization required

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

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

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

Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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

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

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

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

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

EXHIBIT C

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

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

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

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

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

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

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©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT A

Orange County Convention Center Initial Equipment Requirements

After Award of Contract

Equipment 40 cubic yard Break Away, 3 yard Compactor Container	8 each
34 cubic yard Self Contained Compactor (to include Deodorizing systems)	18 each
40 cubic yard Open Top Roll-Off Container	14 each
30 cubic yard Open Top Roll-Off Container	5 each
20 cubic yard Open Top Roll - Container	3 each
8 cubic yard Container	2 each
Deodorized System	2 each

ATTACHMENT B

Recycled Materials Invoice

Unit Type	Date Pulled	Tonnage	Contaminated %	Pull Charge	Disposal Charge	- Rebate	Total
34cu.yd trash comp.							
34cu.yd wet waste							
40cu.yd open top							
WEST DOCK 2 TOTALS							

EVENT GENERATED WASTE MANAGEMENT

EVENT NAME:	_____	BUILDING	_____
EVENT MGR:	_____	DOCK LOC.	_____
DATE:	_____		_____
	_____		_____
Total Hauls	_____		_____
Complimentary Hauls	_____		_____
Additional Hauls	_____		_____

Event Waste Streams

0%

- Cardboard
- Plastic and Aluminum
- C&D
- Class III
- Solid Waste/post consumer

	<i>Total Tonnage Received/Generated</i>	<i>Total tonnage diverted from land fill</i>		Comments
Cardboard				
Plastic and Aluminum				
C&D				
Class III				
Solid Waste/post consumer				
Organic/pre consumer				
Totals				

measure of units = tons

Percentage Recycled of Total Waste Generated

ATTACHMENT D

Waste unit locations, stream types and quantities

LOCATION	UNIT TYPE	WASTE STREAM
West Bldg - Dock 2	Compactor	Organic (food)
	Compactor	Trash (Solid Waste)
	Open Top - 40 yard	Bulk waste - Recyclable
West Bldg - Dock 3	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 40 yard	Bulk waste - Recyclable
	Open Top - 30 yard	Bulk waste - Recyclable
West Bldg - Dock 5	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 40 yard	Bulk waste - Recyclable
	Open Top - 30 yard	Bulk waste - Recyclable
West Bldg - Dock 7	Compactor	Organic (food)
	Compactor	Trash (Solid Waste)
West Bldg - Dock 8	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 40 yard	Bulk waste - Recyclable
	Open Top - 30 yard	Bulk waste - Recyclable
West Bldg - Dock 9	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)

Waste unit locations, stream types and quantities

LOCATION	UNIT TYPE	WASTE STREAM
N/S Building - South basin - Ramp 15	Compactor	Cardboard - Recyclable
	Compactor	Organic (food) -
	Open Top - 30 yard	Bulk waste - Recyclable
	Open Top - 40 yard	Bulk waste - Recyclable
N/S Building - South basin - Ramp 17	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Open Top - 30 yard	Bulk waste - Recyclable
	Open Top - 40 yard	Bulk waste - Recyclable
N/S Building - South basin - Ramp 19	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 30 yard	Bulk waste - Recyclable
	Open Top - 40 yard	Bulk waste - Recyclable
N/S Building - North basin - Ramp 22	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 30 yard	Bulk waste - Recyclable
N/S Building - North basin - Ramp 24	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Open Top - 30 yard	Bulk waste - Recyclable
	Open Top - 40 yard	Bulk waste - Recyclable

Waste unit locations, stream types and quantities

LOCATION	UNIT TYPE	WASTE STREAM
N/S Building - North basin -Slip 04	Compactor	Organic (food)
	Open Top - 30 yard	Bulk waste - Recycleable
Waste unit tipping, rental disposal pricing		
Unit type	Rental Fee	Pick up/pull Fee
		Tipping Fee
Open top 20,30,and 40 yard units		
Compactors - 34 cu. yd. and 40 cu.yd		
Compactors - mixed recycle/cardboard		
Organ's Waste -		
Compactor - Pickup/pull fee		
Disposal Fee		

	Compactor	Mixed recyclables
	Open Top - 40 yard	Bulk waste - Recyclable
	Open Top - 30 yard	Bulk waste - Recyclable

Waste unit locations, stream types and quantities

LOCATION UNIT TYPE WASTE STREAM

West Bldg - Dock 10	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 40 yard	Bulk waste - Recyclable
	Open Top - 30 yard	Bulk waste - Recyclable
West Bldg - Dock 11	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 40 yard	Bulk waste - Recyclable
	Open Top - 30 yard	Bulk waste - Recyclable
West Bldg - Dock 12	Compactor	Cardboard - Recyclable
	Compactor	Trash (Solid Waste)
	Compactor	Mixed recyclables
	Open Top - 40 yard	Bulk waste - Recyclable
	Open Top - 30 yard	Bulk waste - Recyclable
West Bldg - Dock 13	Compactor	Organic (food)
	Open Top - 40 yard	Bulk waste - Recyclable

ATTACHMENT E

Example of Waste Audit Data Chart

Waste Type	Amount (by weight or volume)		Percent of Waste Type Diverted	Percentage of Total Waste Associated with Waste Type	Diversion Program Currently in Place?
	Landfill Stream	Diversion Stream			
Glass, Metal, Plastics	0	0	0%	0%	Yes/No
Mixed Paper	0	0	0%	0%	Yes/No
Cardboard	0	0	0%	0%	Yes/No
Fluorescent Lamps	0	0	0	0	Yes/No
Batteries	0	0	0	0	Yes/No
Wet Waste	0	0	0	0%	Yes/No
Restroom Waste	0	0	0%	0%	Yes/No
Miscellaneous	0	0	0	0%	Yes/No
Totals	0	0	0%	0%	

ATTACHMENT F

Sustainability Coordinator Job Description

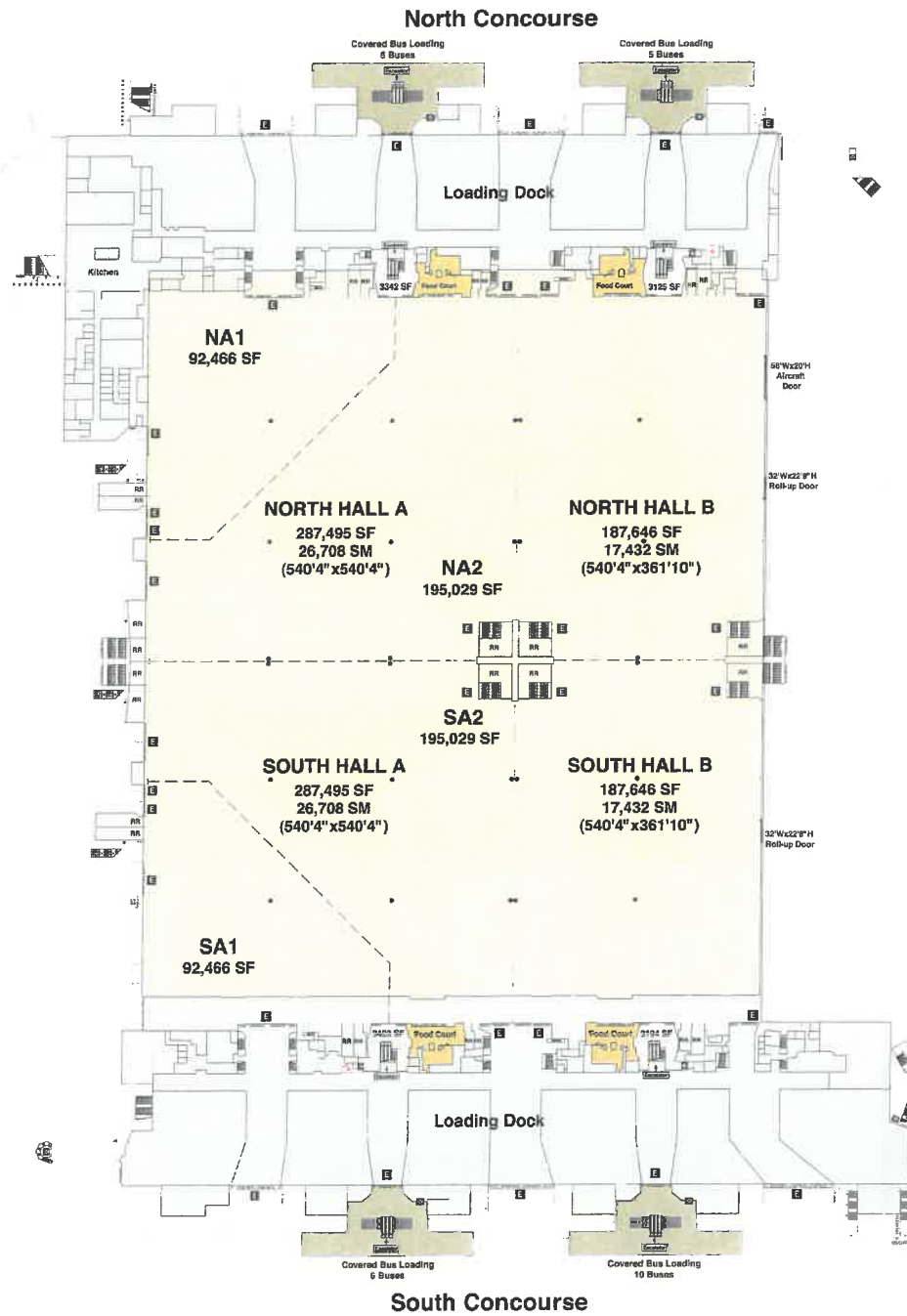
Tasks

- Advise on the sustainability of current operations and be able to suggest improvements.
- Collect information about waste stream management to inform decision-makers.
- Create or maintain plans, reports, or other documents related to sustainability projects.
- Develop sustainability project goals, initiatives, or plans, working with other sustainability professionals. Consider factors like cost effectiveness, technical feasibility, and acceptance.
- Monitor or track sustainability indicators such as waste generation and recycling.
- Provide technical or administrative support for sustainability programs or issues, including but not limited to show activity and show manager requests.
- Make presentations to show managers and or their staff.

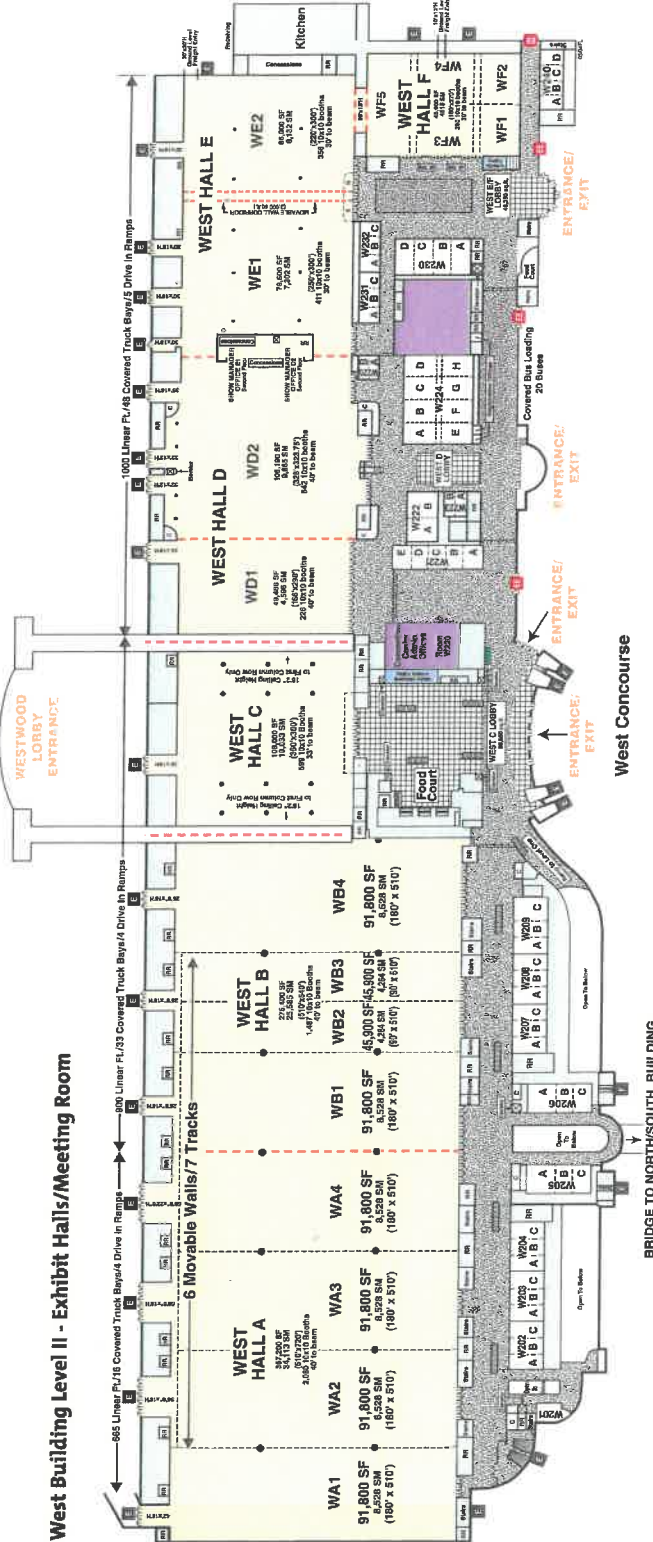
Experience—One year experience

ATTACHMENT G

North/South Building Level I - Exhibit Halls



ATTACHMENT H



West Building Level II - Exhibit Halls/Meeting Room

ATTACHMENT I

Waste Management Historical Data as of September 30, 2017

<u>Waste Stream (Tons)</u>	<u>FY 2015/2015</u>	<u>FY 2015/2016</u>	<u>FY 2016/2017</u>
Recyclables, Construction & Demolition	262	238	329
Recycles, Separated by Contractor	2,391	1,149	2,570
OCCC Source Separated Recyclables	361	246	498
Yard Waste	24	32	0
Organic Waste	61	90	3



The Center of Hospitality,



PARKING PASS

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

**PRE-BID MEETING FOR Y18-1052 - WASTE REMOVAL AND
RECYCLING AT OCCC
SOUTH CONCOURSE, S231A CONFERENCE ROOM**

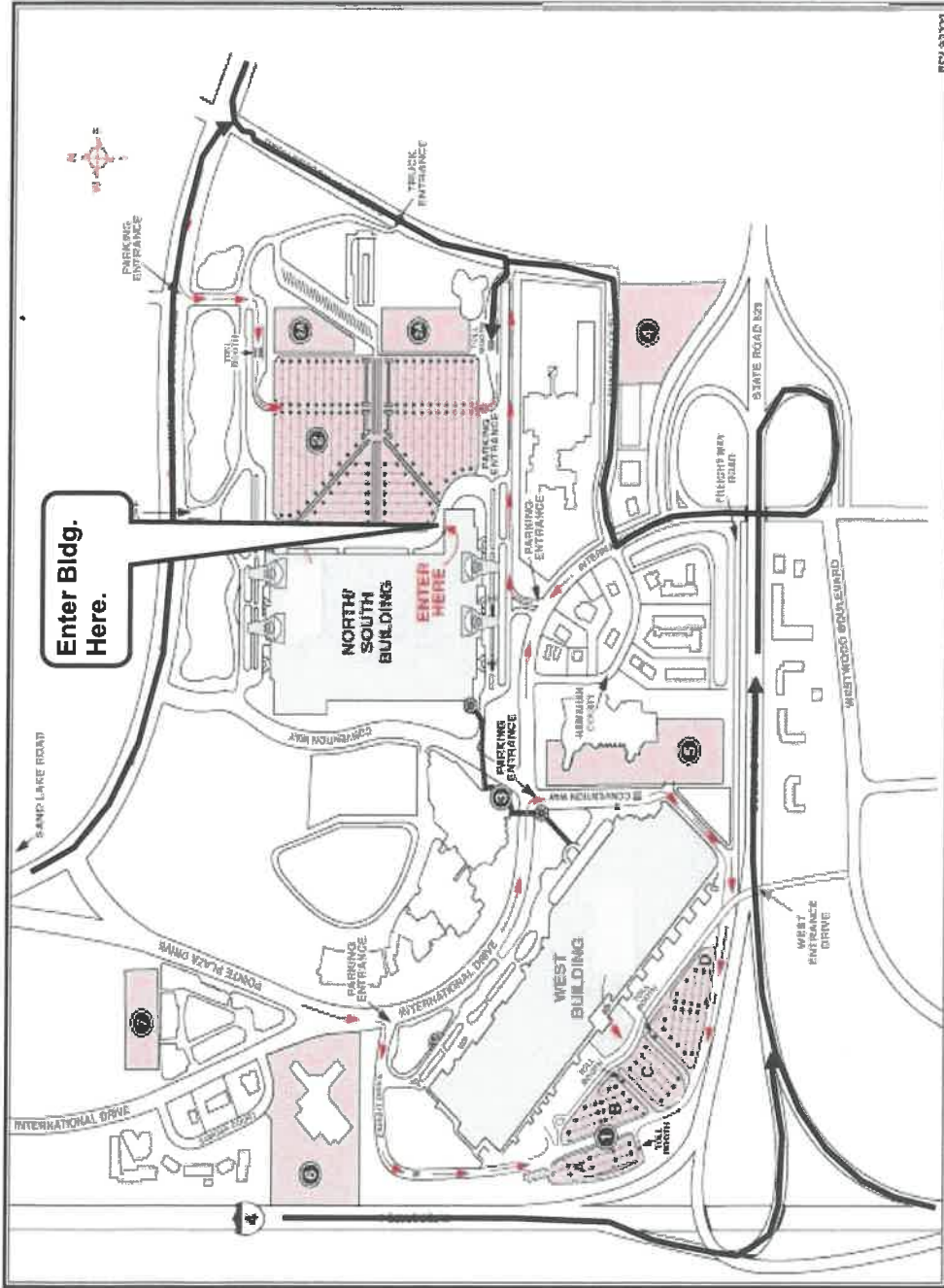
**VALID ONLY ON APRIL 20, 2018
AT 2:00 P.M.**

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



From Bee Line via Universal Blvd.

From Sandlake Rd.



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