



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

**INVITATION FOR BIDS #Y18-1053-KB,
RECYCLING AND WASTE DISPOSAL SERVICES TERM CONTRACT**

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

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

BID SUBMISSION DUE DATE:

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, June 19, 2018**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-BID CONFERENCE:

A **Non-Mandatory Pre-Bid Conference** will be held on **Wednesday, May 30, 2018, 1:30 PM**, located at **Facilities Management Training Room, 2010 East Michigan Street, Orlando, FL 32806**. Attendance is not mandatory but is encouraged.

NOTICE TO BIDDERS:

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

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Kathy.Bozeman@ocfl.net, no later than 5:00 PM **Tuesday, June 5, 2018** to the attention of Kathy Bozeman, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. PRICE/DELIVERY

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

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

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

4. FEDERAL AND STATE TAX

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

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

5. ACCEPTANCE/REJECTION/CANCELLATION

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

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

6. NO BID

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

7. CONFLICT OF INTEREST

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

8. LEGAL REQUIREMENTS

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

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

9. GOVERNING LAW AND VENUE

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

10. JURY WAIVER

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

11. ATTORNEYS' FEES AND COSTS

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

12. 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.

13. 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.

14. 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.

15. 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.

16. BID FORMS

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

17. 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.

18. POSTING OF RECOMMENDED AWARD AND PROTESTS

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

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

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

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

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

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

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

19. BID AND RELATED COSTS

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

20. CONTRACTUAL AGREEMENT

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

21. PUBLIC ENTITY CRIME

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

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

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

22. DRUG-FREE WORKPLACE FORM

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

23. SUBCONTRACTING

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

24. CONFLICT OF INTEREST FORM

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

25. ETHICS COMPLIANCE

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

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

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

26. SUBMISSION OF BID

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

ORANGE COUNTY PROCUREMENT DIVISION

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

Bidders must indicate on the sealed envelope the following:

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

- C. **Name of Bidder**
- D. **Phone Number of Bidder**

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

27. COPIES

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

28. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

29. 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.

30. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for bid evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

31. PATENTS AND ROYALTIES

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

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

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

32. INDEMNIFICATION

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

33. CLARIFICATIONS

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

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

34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

35. SUCCESSORS AND ASSIGNS

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

36. NO REPRESENTATIONS

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

37. SEVERABILITY

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

38. PRICING/AUDIT

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

39. 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.

40. 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.

41. 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.

42. 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.

43. CONFIDENTIAL INFORMATION

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

44. FEDERAL REQUIREMENTS

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

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

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

*Note: prompt to include current prevailing wage determination issued by the Department of Labor. <http://www.wdol.gov/dba.aspx>

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

Procurement of Recovered Materials:

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

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

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

- A. Orange County may receive federal funding through Federal Emergency Management Agency for the services solicited in the Invitation for Bid (IFB). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.

- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five “affirmative steps” designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- C. In order to adequately document that the bidder has fulfilled this requirement, the bidder shall complete the provided “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive.
- D. The bidder shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;
 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.
 3. Documentation of sources used to identify potential small and minority businesses and women’s business enterprises. A suggestion would be searching through the SBA’s Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.

- E. **Failure to submit an executed and notarized “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**
- F. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- G. Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.

46. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

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

47. SCRUTINIZED COMPANIES

If this Agreement has a cumulative value that meets, or exceeds, one million dollars, then the Contractor must certify that it is not a “Scrutinized Company” pursuant to Section 287.135(2), Florida Statutes. A “Scrutinized Company” is a company that is:

- 1. on the “Scrutinized Companies that Boycott Israel List”, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- 2. on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”, created pursuant to Section 215.473, Florida Statutes; or
- 3. engaged in business operations in Cuba or Syria.

48. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty-four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right to request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding forty eight (48) hours from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. **As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor's obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor's part that are in any way related to natural disaster conditions (ie: fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**
4. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

49. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

**SECTION 2
SPECIAL TERMS AND CONDITIONS**

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

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

2. BID ACCEPTANCE PERIOD

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

3. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

4. POST AWARD MEETING

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

5. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

6. **DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

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

7. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

8. **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

9. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

10. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **forty eight (48)** hours from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

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

The Contractor shall, within **twenty four (24)** 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.

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. AS SPECIFIED

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

13. 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.

14. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

15. CODES AND REGULATIONS

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

16. PAYMENT

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

Administrative Services Fiscal and Operational Support
Internal Operations Centre II
400 E. South Street, 5th Floor
Orlando, FL 32801

OR

Ordering Division or Department
(as indicated on the Delivery Order)

All invoices along with all necessary documents for payment shall be mailed or delivered to the appropriate location per the Delivery Order. Unless authorized by the County Department in writing, no invoices shall be sent via e-mail. Invoices sent via e-mail without the expressed authorization of the County Department shall be discarded.

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.

17. 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>

18. 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 \$2,000,000 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
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

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

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

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

19. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of one (1) year. The contract may be renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

20. 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.

21. 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 (1 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.

22. METHOD OF ORDERING

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

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 – Lot A - Countywide Facilities - Solid Waste
- B. Attachment B – Lot A - Countywide Facilities – Recycling
- C. Attachment C – Lot B – Parks and Recreation- Solid Waste
- D. Attachment D – Lot B - Parks and Recreation- Recycling

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

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

26. 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.

27. PERSONNEL

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

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

**SECTION 3
SPECIFICATIONS / SCOPE OF SERVICES**

SPECIFICATIONS / SCOPE OF SERVICES

1. GENERAL

The Contractor shall provide waste disposal and recycling services for Orange County facilities and properties owned or leased by Orange County in accordance with the provisions and requirements stated herein. The Contractor shall provide countywide routine pickup service, as-needed services, container rentals and other related services as requested by the County. All costs shall be included in the bid price. The Contractor will not be responsible for internal waste or recycling at County facilities.

2. STAFFING

- A. All required services shall be performed by the Contractor or under Contractor's supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services
- B. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.
- C. The Contractor shall provide a single point of contact who the County's Representative may consult with regarding contract performance, reports, and other contractual requirements throughout the entire contract. This person shall be able to make contract related decisions on behalf of the Contractor, including but not limited to:
 - Scheduling, routes, and adjustments
 - Container sizing and adjustments
 - Responding to customer inquiries and request for service

The point of contact shall be available to communicate with the County Representative during standard work days and hours, Monday through Friday 7:00 AM to 5:00 PM, for on call pick-up requirements and emergency services. The Contractor shall provide contact information including phone number, fax, and e-mail for after-hour notification or on-call services.

The lead contact person shall not be replaced without prior notification of the County's Contract Administrator, The Contractor shall provide the contact information of the replacement contact at least twenty-four (24) hours prior to replacement.

3. PERFORMANCE REQUIREMENTS

- A. The Contractor shall conform to all Federal, State, City, and Orange County standards and regulations during the performance of the contract, including but not limited to;
 - Orange County Code or Ordinances
 - Florida Administrative Code
 - Florida Department of Environmental Protection Regulations (DEP)

- Florida Department of Health Regulations (DOH)
- Florida Status as applicable

Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

- B. Any damage to County facilities or property due to the services performed by the Contractor, subcontractor, and employees shall be the responsibility of the Contractor.
- C. The Contractor shall follow the directives of County Representative with respect to scheduling services and any deliveries under this contract. Work shall be scheduled to provide the least inconvenience to building occupants and visitors.
- D. Services not performed in accordance to the content of this contract will be considered unsatisfactory and unacceptable. Unsatisfactory or non-performance occurrences include but are not limited to:
- Missed scheduled picks-ups
 - Services not performed within the scheduled hours
 - Failure to comply with recycling requirements
- E. In the event of non-performance or unsatisfactory performance by the Contractor or employees of (including subcontractors), the County's Representative will have the right to exercise one of the following options:
- 1) Notify the Contractor of non-performance/unsatisfactory performance and allow the Contractor to correct such item of non-performance/unsatisfactory performance within a maximum twenty-four (24) hour timeframe. Although the timeframe for making corrections may occur outside of the Contractor's normal working hours, the Contractor will not receive any further compensation.
 - 2) The Contract Administrator may request the Contractor remove any Supervisor or employee from the contract, if it is a personnel related issue.
 - 3) The County reserves the right to correct any item of non-performance/ unsatisfactory performance by any means it deems necessary to ensure the effective operation of the County's facilities. Costs incurred by the County for the correction using County employees will be deducted from payments made to the Contractor at cost for labor and supervision. If another Contractor is used to correct the item, that cost will be deducted at the rate charged by the requested Contractor.
- F. The County's Representative will notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Procurement Division, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

4. SECURITY AND IDENTIFICATION

- A. Background checks for the Contractor's staff shall be approved by the County prior to staff working in any County facility. All costs for background investigations shall be Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information 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.
- B. The Contractor shall comply with the different security requirement for each County facility.
- C. Background checks and additional security requirements are addressed in detail in the Scope of Service, Supplemental Information. The Contractor is responsible for reading, understanding, and application of all contract terms.

5. SAFETY

The Contractor shall provide and ensure that all personnel providing services under this contract are in compliance with applicable laws, standards, and health and safety requirements of the industry to include by not limited to:

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

The Contractor shall immediately report to the County Representative the issues which may affect the safety of Orange County personnel or the public.

6. TRAVEL AND PARKING

The Contractor shall be responsible for all its travel from the various County facilities and any additional changes. Travel time and trip charges shall not be included when invoicing and shall not be compensated by the County under any circumstances.

7. GENERAL REQUIREMENTS: WASTE AND RECYCLING SERVICES

- A. The Contractor shall furnish exterior "drop-off" or "front load" dumpsters/containers outside of designated facilities in dock areas, parking lots or at the designated locations as requested and determined by the County Representative. All containers shall be provided by the Contractor and shall be in place at the inception of the contract.
- B. The Contractor shall keep the parking lots and adjacent areas to containers neat and clean, free from litter or debris that might occur as a result of their collection operations. Services under this contract include, but are not limited to, the picking up of overflow waste and recyclable items around containers during routine services and when the normal schedule for pickup is not maintained.

- C. The Contractor shall complete each pick-up as quickly as possible while ensuring maximum safety and shall not block entrance ways/roadways for any more time than necessary to accomplish pick-up.
- D. The Contractor shall report over-flowing containers (carts, dumpsters, roll-offs, etc.) covered under this contract to County Representative.
- E. All containers, compactors, equipment and materials used shall comply with applicable requirements and standards of the Occupational Safety and Health Act (OSHA), applicable Florida codes, and have a good, acceptable appearance.
- F. All Contractor-owned containers shall have identifying stickers with the minimum information:
- Allowable Items for each container
 - Company Name
 - Contact Phone Number
 - Company Logo
 - Bin/Container Number

Orange County reserves the right to request additional information added to stickers and request or provide additional stickers to be placed on containers. The Contractor shall comply with these requests at no additional cost to County.

- G. Containers to be furnished shall be neat and clean and shall be deodorized and sanitized. The Contractor shall ensure containers are in good condition, free of leaks, cracks, rust, discoloring and excessive markings.
- H. The Contractor shall be solely responsible for the continued preventative maintenance of all contractor owned/supplied containers and equipment, including compactors, in accordance with this contract. Maintenance shall include but is not limited to painting, repairing, replacing, hardware, cleaning/pressure washing, spraying and deodorizing as-needed to eliminate odor and prevent the attraction of pest. The Contractor shall replace/repair container and equipment due to its deteriorated conditions within seventy two (72) hours of request by the upon request of County Representative. This includes, but is not limited, broken lids, excessive rust, etc.
- I. Orange County will not be responsible for any loss or damage to the Contractor's containers or equipment, including but not limited to, fire, flood, vandalism, contamination, or theft.
- J. The Contractor shall ensure that external dumpsters are completely enclosed, with the ability to chain and lock as-needed against casual use, fire-proof, and rat proof. The County reserves the right to request additional locks or wheels on containers at any time.

- K. Lids shall be closed after each pick-up prior to leaving the pick-up location where applicable.
- L. The Contractor shall provide adequate means, as approved by the Contract Administrator, to prevent materials and liquids from escaping from containers and trucks while collecting or transporting materials.
- M. During the contract period, Orange County may request the relocation, resizing (reduce or enlarge), removal, and replacement of waste and recycle containers (outside containers and dumpsters). The Contractor shall provide these services at no additional cost to County.

8. CONTAINERS/DUMPSTERS AND EQUIPMENT SPECIFICATIONS

A. Carts

1. 95-gallon carts shall consist of a body, lid, wheels, and axle, designed to contain solid waste materials including garbage, refuse, and rubbish. Carts shall be black body, with matching lid and of manufacturer's latest design.
2. Each cart body and lid shall be manufactured by an approved industrial molding process. The cart body and lid shall be constructed from the same polyethylene plastic having a minimum resin weight of thirty (30) pounds and shall meet all ANSI standards.
3. Carts shall be provided with adequate wheels and handle so that it can be pushed or pulled with little effort.

B. Dumpsters and Roll-Off Containers

1. Sizes shall range from:
 - Dumpster sizes shall range from 2 to 8 cu yd (cubic yards).
 - Roll-off containers shall range from 10 to 40 cu yd.
2. Dumpsters and roll-off containers shall be all steel construction. The only exception is the 2-cu yard container, which may be of steel or polyethylene construction. This will be based on the facility requirements. Composition of steel containers shall meet the requirements as outlined for waste containers.
3. The Contractor shall provide 2 cu yd containers with wheels (at no additional cost) for movement as required. The County Representative will identify locations in need of polyethylene and wheeled containers.

C. Large Volume Waste Compactors (Self-Contained)

1. The compactor is intended for use at a large volume waste accumulation point. The compactor shall be provided with a means for pickup, transportation, dump, disengagement, and full compatible use with a heavy-duty truck mounted hoist and haul unit.
2. The compactors' net capacity shall be a minimum of 34 cu yd.

3. The compactors shall be steel construction with steel reinforcement, as needed.
4. The compactor shall be a non-stationary type, which can be detached, picked up and hauled to its destination. The Contractor shall have these compactors on the same key. The Contractor shall provide three keys per compactor to the ordering activity. These keys shall not be left in the units, but delivered to and signed for by a County designee.
5. The compactor shall be painted a color scheme determined by the County. The Contractor shall maintain these compactors in good appearance as approved by the County.
6. The 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.
7. The compactor shall be designed to prevent littering and spillage while the container is being transported to the disposal site for emptying.
8. The compactor shall have a customized loading platform at the dockside opening with side rails and safety gate at openings when the charge box is part of the container.
9. The Contractor shall, prior to installing any equipment, submit drawings showing where the controls, electrical wiring and other installed items will be located for approval by the ordering activity. The Contractor shall obtain all needed Orange County permits and provide them to the ordering activity prior to starting work. The Contractor shall provide a copy of the Orange County acceptance of all permitted tasks to the ordering activity.
10. The Contractor shall respond to emergencies/safety issues due to malfunctioning/down equipment within two (2) hours after notification by the County by arriving on site to assess/perform corrective action. The Contractor shall advise the corresponding department in writing of corrective actions taken.
11. The Contractor shall provide credit for down or out of service equipment due to mechanical reasons equal to the rental charge on a day-by-day basis. If the Contractor removes equipment from a location, a "like" replacement shall be provided within eight (8) hours of equipment removal.

9. SOLID WASTE SERVICES

A. Waste Disposal Requirement

The Contractor shall comply with applicable requirements of Orange County Code, Chapter 32 and dispose of all Class I solid waste at a County owned disposal facility. Copies of the Orange County Code may be obtained from:

Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Orlando, FL 32802
(407) 836-7300

The County Solid Waste Division shall be contacted and shall have first right of refusal prior to using an alternate facility. In the event a County owned disposal facility is not available, an appropriately permitted alternate facility may be used. A Waste Landfill Florida Permit shall be provided for Non-Orange County landfill in accordance with Orange County Code Section 32-214 (a) (1).

B. Waste Pick-up Services

1. Service shall be for waste pickup and disposal related fees for containers and compactors.
2. All pricing for waste disposal and other fees shall be per the pricing the bid response form, regardless of landfill utilized by the Contractor.
3. Routine/weekly waste collection and disposal services shall be invoiced monthly. Disposal related fees for routine/weekly waste collection shall be included in the bid price for each line item.

C. Compactor and Roll-off Containers

1. Service shall be on an "on call basis" with guaranteed same day pickup when notified by 8:00 AM, next day pickup if notified after 8:00 AM or as scheduled by the ordering activity. Delivery location and point of contact will be identified when service is ordered.
2. Contractor shall have franchise agreements that allow them to provide roll-off/container service within the city.
3. Disposal fees for rental containers and compactors shall be reimbursed by the County per the line items on the bid response form with submittal of supporting documentation.
4. Tonnage receipts (dump tickets) received at Landfill shall be submitted as supporting documentation for reimbursement with invoices. The Contractor shall ensure that dump tickets are received and are legible upon receipt at disposal location. Dump tickets shall align with invoice dates and quantities.
5. The County will not pay invoices unless accompanied by tonnage receipts for verification purposes. Landfill receipts shall be legible and show the location of disposal and types of waste.

10. RECYCLING SERVICES

A. Orange County has established a “Single Stream’ or “Co-mingling” recycling program that includes materials that are regularly produced in an office employment environment.

1. The Contractor will not be responsible for internal recycling containers. These items include:

- Paper Products, including cardboard boxes, tubes, folders and packaging
- Corrugated containers
- White and colored ledger
- Computer printouts
- Copy Paper
- Envelopes, with or without windows
- Manila, white, or pastel colored file folders
- Laser printed paper
- Self-adhesive note pads
- Newspapers and inserts
- File Stock
- Magazines, books and telephone books
- Metal, plastic, and glass food and beverage containers including but not limited to:
 - Aluminum beverage cans
 - Steel and tin cans
 - Poly coated, aseptic and gable top containers
 - Glass bottles and jars
 - Plastic bottles and jugs

2. The Contractor shall accept bagged recyclables. These recyclable materials may be handled, bagged or un-bagged, by Orange County staff or contracted janitorial vendors and placed in the external containers, to be provided by the Contractor at the locations listed herein. Shredded office paper may be placed into the external recycling bins without additional processing or packaging.

3. The bodies of vehicles used in the collection or transportation of recyclable materials shall have beds of metal or impervious material that can be cleaned to prevent contamination.

4. Routine/weekly recycling services shall be invoiced monthly.

B. **Material Recycling Facility (MRF)**

1. The Contractor’s recycling process shall be performed in a facility equivalent to a typical Material Recycling Facility (MRF) in the national recycling market. The MRF shall be appropriately sized; utilizes appropriate sorting technology; is integrated with collection systems and capable of handling materials from several collection schemes.

2. The Contractor's MRF shall be capable of processing co-mingled household recyclables, alongside more segregated streams by using separate in-feed lines.
3. The MRF shall have good quality control and feedback systems to ensure that the recycling process meets industry standards. The Contractor shall be able to provide documentation regarding effective management practices, staff training, and regulatory compliance.
4. The County reserves the right to request site visits and perform visits when necessary regardless of the Contractor's confirmation.

C. Container Specifications

1. The Contractor shall provide distinct identification of each container deployed under this contract by using a heat process or hot melted application process of the logo "Orange to Green – "Single Stream" logo or by applying an 18" orange in color painted on or heat process or hot melted applied band fully around three sides of each container.
2. The requirements for placement of an Orange to Green logo on the recycling containers by the Contractor may be met by a mutually agreed sticker in lieu of a heat process or hot melted logo.
3. Container shall have labels with legible information on allowable recycled item for each container.

D. Contamination

1. There will be no reimbursement from the County to the Contractor for contaminated loads.
2. The Contractor shall take all reasonable precaution to avoid contamination of recyclables. Recycle material pick-up loads shall not be mixed with waste material under any circumstances.
3. The Contractor shall report contaminated loads to County Representative. Reports shall include information on location of container, type (s) of contamination, and volume of contamination.
4. The Contractor shall work with County Representative by providing recommendation and assisting with developing processes for reducing or eliminating contamination in County facilities. This includes but is not limited to making recommendations on container sizes.
5. The Contractor shall participate in educational workshops, meetings, and presentations designed to improve/increase the recycling initiative and reduce contamination at County facilities.

6. The Contractor shall dispose of contaminated loads per industry standard in accordance with all applicable ordinances, local and state regulations.

E. Reporting Requirements

1. The Contractor shall establish and maintain an accurate, verifiable recording and tracking system, per industry standard and best practices.
2. The Contractor shall immediately begin tracking weights of recyclables by location at each pick-up upon the effective date of the contract and first haul. Information shall be compiled monthly for each location for quarterly reporting to the County. The County reserves the right to request and be supplied with weight reports at any time.
3. Quarterly reports are due to the Contractor Administrator no later than the 15th day following the end of each quarter (three months). The quarterly report shall include data from the three previously month reports (per month) and a cumulative total, summary of data.

Reports shall include (if applicable):

- Facility location of container as listed on delivery order
 - Address of facility
 - Container #
 - Weight of Recycling
4. The Contractor shall meet with each County Representative and Contract Administrator as needed to review current containers at County facilities. Information discussed in these meetings will assist the County with determining if the container sizes and frequency of waste and recycling pick-up needs require adjustment. The Contractor shall provide recommendations to County Representative for the right-sizing containers.
 5. The Contractor shall comply with the County's request(s) for site visits to the MRF.
 6. The Contractor shall comply with requests for additional information, process reviews, and assisting with audits by third-party companies.
 7. The Contractor shall not apply any changes to current frequency schedule or adjust container sizes without prior written approval of the County Representative and Contract Administrator.

11. ORDERING OF SERVICES AND RESPONSE TIMES

- A. A new delivery order or change order will be issued prior to performing services. The Contractor shall review ordering documents to ensure that all locations scheduled for service per frequency schedule(s) are on the delivery order. The Contractor shall immediately notify the County Representative and Contract Administrator if locations are not identified on the delivery orders and of any other concerns.

- B. This is a countywide contract. The Contractor shall adhere to service times/access restrictions for each County department. The Contractor shall coordinate pick-up times with each department. Any changes to frequency schedules and pick-up times shall be in writing.
- C. The Contractor shall follow the scheduled frequency schedule provided by the County department, for each location. The County department reserves the right to change, add, or delete locations from this schedule for their department as-needed and for any reason.
- D. Additional or "on-call" pick-ups may be required for waste and recycling based on special events and/or volume of material in containers. Additional pick-up/on-call requests shall have a guaranteed same day pickup when notified by 8:00 AM and next day pickup if notified after 8:00 AM or as scheduled by the ordering department. The Contractor agrees that notification may be verbal, e-mailed or facsimile machine which may occur outside normal business hours. Delivery locations and point of contact will be identified when service is ordered. The turnaround time for additional pick-ups shall not exceed twenty-four (24) hours following notification. The cost for additional services shall be in accordance with the contract pricing provisions.
- E. The Contractor shall not perform services without a County issued delivery order unless it is an emergency request. Emergency service shall be declared as such by the County. Emergencies services may encompass any day of the week, including weekends, and holidays. The Contractor shall respond to emergency request within two (2) hours of notification of the emergency.
- F. The County Representative will notify the Contractor of missed routine pick-up. The Contractor shall provide same day service by 5:00 PM if notified before 12:00 PM. If notification is after 12:00 PM, the Contractor shall pick-up before 12:00 PM the next business day, contingent upon business activity.
- G. Multiple missed pick-ups and/or the Contractor's failure to correct the deficiency within the time allowed may result in a \$25 fee per missed pick-up per location and an unsatisfactory service report filed with the Procurement Division. The County reserves the right to deduct applicable fees from total owed to the Contractor.

12. MINIMUM INVOICING REQUIREMENTS

- A. Upon delivery and acceptance of services, associated cost shall be submitted by invoice to the respective fiscal department as listed on the issued delivery order with supporting documents. The Contractor shall reference the contract number and the appropriate purchase or delivery order number on all invoices.

At minimum, an invoice shall contain the following information:

- Purchase/Delivery order number;
 - Invoice shall follow the format of frequency schedule
 - Date of service
 - Services, location, and address
 - Unit Prices and Quantities
 - Tonnage receipts/Dump tickets (except routine weekly services)
- B. The Contractor shall prorate service charges as needed and make corrections/changes to invoices to include specific time periods throughout any given month.
- C. Routine services shall be invoiced monthly. Waste and recycling services shall be invoiced separately. At minimum, there shall be two invoices per month for routine services for departments receiving both services.
- D. As-needed services, additional pick-ups, and rentals shall be invoiced separately from routine services. These services shall be invoiced upon completion of service. The Contractor shall not combine service for separate delivery orders on the same invoice.
- E. The Contractor shall not invoice for services until after services are completed and accepted by the County. In the event that invoices are received prior to service completion, these invoices will be rejected.
- F. Invoices will not be approved for payment without the confirmed receipt of the reports as under this contract by County Representative.
- G. The Contractor shall not invoice the County for any work not accepted by the County. Should the County receive such invoices, they will be rejected.
- H. The County will review invoices for required information. The County will have the authority to reject invoices base on improper invoice format.
- I. The County reserves the right to request additional information added to the Contractor's invoice and reports as-needed.

13. TRANSITION

Renewal of this contract is contingent upon satisfactory performance and the Contractor's continued ability for provide needed services. Should there be non-renewal of this contract, the Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of services to the County or another Contractor's designated by the County without interfering with the rights of the County or to continued operation of County facilities including, but not limited to, refraining from any interference or disruption of occupants or other contractors. The Contractor shall work with County Representative and newly

awarded Contractor, under the advisement of the Contract Administrator, to remove Contractor-owned/supplied containers, time-frame for completion, and in performance of all transition-related activities.

14. EMERGENCY SUPPORT

The Contractor shall provide the following equipment at the rates indicated on the bid form on a rental basis to meet the County's emergency relief efforts.

- Roll-Off Containers (Set Up and Pick-Up Included) listed on the Bid Response Form
- Disposal fees of green/yard waste, rubbish & wet/food waste, construction & demolition debris, asbestos, and tire pick up

The County will pay this cost on a monthly basis during the six (6) month rental period beginning June 1st through November 30th of the contract year, to ensure the availability of these containers. In the event the County orders roll-off containers, no additional cost will be incurred due to the monthly cost for reservation of this equipment.

Placement of orders by the County for support will be either written order in the form of a fax or e-mail. At the County's sole option, verbal orders may be issued via telephone. All orders will be identified with a specified order number.

The Contractor shall deliver the equipment or supplies to the location designated by the order within 24 hours after receipt of the order. The Contractor shall expend every reasonable effort to meet this requirement. However, in the event circumstances beyond his/her control preclude compliance with this delivery requirement, the Contractor shall immediately notify the County's representative of the date and time delivery can be made. The Contractor shall pickup all rental equipment within 24 hours after notification that the equipment is no longer required.

**SCOPE OF SERVICES
SUPPLEMENTAL INFORMATION**

1. SECURITY AND IDENTIFICATION

- A. All costs for background investigations including state and national fingerprinting-based record checks shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, 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. The Contractor shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense, including any security clearance required by the Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit them to the County for determining whether the employee is able to work in a facility.

Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

1. For all Contractor's staff that will be working at the Courthouse Complex or Courthouse related facilities, including the Juvenile Justice Center, - request forms from the Facilities Management Downtown District via e-mail from James.Scott@ocfl.net
2. For all Contractor's staff that will be working at the Sheriff's Central Complex or any other Sheriff related facility - request forms from the Facilities Management Special Services District via e-mail from Bruce.Heffelbower@ocfl.net
3. For all Contractor's staff that will be working at Corrections or a Corrections related facility - request forms via e-mail from MichaelJeffrey.Adkins@ocfl.net.
4. For all Contractor's staff that will be working at other Orange County facilities – a Criminal History Check, conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the contractor), is required. Contact Bruce.Heffelbower@ocfl.net for information before completing the check.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results.

Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.

- C. Contractor's employees shall not be allowed to work in Orange County facilities 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's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the Facilities Management Division Contract Administrator.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner 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. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County
- G. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.

- I. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all employees are clean, neat and appropriately attired during performance of the services.
- J. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times on County premises.
- K. Access to a site shall be coordinated through the County's Representative.
- L. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo ID badge will be inventoried by the Facilities Management Division Contract Administrator. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$25.00 fee per each missing ID badge. However, the County may charge and collect this fee at any time during the contract.

SPECIAL CONDITIONS FOR WORKING AT THE CORRECTIONS COMPLEX

The following are specific conditions and rules that must be followed while providing services at the Corrections Complex.

- A. All Contractor employees shall carry a valid ID at all times.
- B. The Contractor shall provide a list of all employees that will be working inside any jail. A full criminal history shall be run on each employee by the Corrections Department. No Contractor employee will be allowed to work inside any jail if they are on active probation, home confinement, parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs or theft. The Contractor employee list shall include:
 - 1. Employee's Full name
 - 2. Employee's date of birth
 - 3. Employee's Race/Sex
 - 4. Employee's Social Security Number
 - 5. Employee's Driver's License number
- C. Only authorized employees of the Contractor shall be allowed to work at Corrections. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY JAIL PROJECT.
- D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while on the Corrections compound. This ID will be issued to each Contractor employee at the North perimeter building and will only be given upon surrendering of a valid personal ID.

- E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
- G. The Contractor's employees shall follow direction of the escort officer at all times.
- H. The Contractor's employees shall not bring tobacco or tobacco products inside any jail or on top of any roof or within any jail fence line.
- I. The Contractor's employees shall not bring or wear hats or sunglasses inside any facility.
- J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.
- K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.
- L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- M. All Contractor tools will be inventoried going into and out of a facility. Contractor shall ensure that employees take in only what is needed to perform the services.
- N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for.
- O. No illegal drugs or drug paraphernalia are allowed in the compound.
- P. No weapons, guns or ammunition are allowed in the compound.
- Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- R. The Contractor shall only use storage areas approved at the beginning of the project, unless otherwise permitted during a project by Corrections.
- S. The Contractor shall not leave clothing unattended, including hats and sunglasses.

2. ORANGE COUNTY HOLIDAYS

Legal holidays when most County buildings will be closed to the public, are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day and the Friday after Thanksgiving Day
7. Christmas Eve and Christmas Day

In addition to Orange County Holidays, the Ninth Judicial Circuit Court and the Clerk of Court also observe the following:

1. Good Friday
2. Rosh Hashanah
3. Yom Kippur
4. Veterans Day

**SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**

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

STATEMENT OF NO-BID

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

SUBMITTAL LABEL:

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

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

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Kathy Bozeman**
IFB NUMBER: **Y18-1053-KB**
TITLE: **RECYCLING AND WASTE DISPOSAL**
SERVICES

BID DUE DATE: _____

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

QUALIFICATION OF BIDDERS

PRE-BID CONFERENCE:

[] 1. **NON-MANDATORY PRE-BID CONFERENCE**

All interested parties are invited to attend a **Pre-Bid Conference** on **Wednesday, May 16, 2018, 1:30** located at **Facilities Management Training Room, 2010 East Michigan Street, Orlando, FL 32806**.

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

BID PACKAGE REQUIREMENTS:

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

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

The Bidder shall submit the following information with the bid:

- [] 1. List and brief description of work substantially similar in scope and magnitude satisfactorily completed within the last five (5) years with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets, the same client entity shall not be used more than once.

- [] 2. List of equipment and facilities available to do the work. Including the following minimum information:
 - a. Listing of vehicles with VIN#, make, and model
 - b. Waste Landfill Florida Permit
 - c. Recycling Facility Florida Permit

- [] 3. Provide detailed information about the Material Recycling Facility (MRF) including description of recycling and waste disposal processes, size of facility, and sorting technology. The Contractor may include pictorial demonstration of recycling and waste disposal process.

The County reserves the right to tour and inspect these facilities.

- 4. List of personnel, by name and title, contemplated to perform the work along with Driver's License type and applicable certification(s). Provide comprehensive resumes for management staff and organization chart of local office.
- 5. Demonstrate, in the form of a business tax receipt or incorporation document, that the bidder has been in business providing recycling and solid waste management services for at a minimum of five (5) years.
- 6. Provide a copy of the latest registration(s) with the Florida Division of Corporations demonstrating the bidder and all listed sub-contractors can lawfully conduct business in the State of Florida.
- 7. Provide a list of acceptable recycling materials and examples of recyclable items accepted and not accepted by the MRF. The **Contractor shall be able to accept recyclables placed in plastic bags.**
- 8. Bidder's plan for staffing, operation of collection services for waste and recycle, and providing needed container services for Orange County Facilities.
- 9. Bidder's plan for managing contamination of recycling material.
- 10. Bidder shall disclose any contracts terminated for default or placed on a corrective action plan due to unsatisfactory performance within the past five years. Bidder shall include narrative concerning the circumstances.
- 11. Bid Response Form
- 12. Authorized Signatories/Negotiators
- 13. Drug-Free Workplace
- 14. Schedule of Sub-contracting
- 15. Conflict/Non-Conflict of Interest Form
- 16. E-Verification Certification
- 17. Current W9
- 18. Relationship Disclosure Form
- 19. Orange County Specific Project Expenditure Report.
- 20. Agent Authorization Form (if Applicable)
- 21. Leased Employee Affidavit (if Applicable)
- 22. Certification Regarding Lobbying For Contracts (if Applicable)

- [] **23.** Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) with attached documentation evidencing affirmative steps.
- [] **24.** Information for determining Joint Venture Eligibility
- [] **25.** Contract Y18-1053, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.

**BID RESPONSE FORM
IFB #Y18-1053-KB**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Quantities below are estimated and there is no obligation by the County to order specific quantities.

LOT A - COUNTYWIDE FACILITIES

SOLID WASTE

ITEM NO.	DESCRIPTION	ESTIMATED MONTHLY QUANTITY		ESTIMATED ANNUAL QUANTITY		UNIT PRICE (PER MONTH)	ESTIMATED ANNUAL COST
1	65 Gal - (1x) Once Weekly	15	x 12 =	180	x	\$ _____	= \$ _____
2	65 Gal - (2x) Twice Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
3	65 Gal - (3x) Three Times Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
4	95 Gal - (1x) Once Weekly	10	x 12 =	120	x	\$ _____	= \$ _____
5	95 Gal - (2x) Twice Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
6	95 Gal - (3x) Three Times Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
7	2 cu yd - (1x) Once Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
8	2 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
9	4 cu yd - (1x) Once Weekly	20	x 12 =	240	x	\$ _____	= \$ _____

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

SOLID WASTE (CONTINUED)

ITEM NO.	DESCRIPTION	ESTIMATED MONTHLY QUANTITY		ESTIMATED ANNUAL QUANTITY		UNIT PRICE (PER MONTH)	ESTIMATED ANNUAL COST
10	4 cu yd - (2x) Twice Weekly	15	x 12 =	180	x	\$ _____	= \$ _____
11	4 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
12	6 cu yd - (1x) Once Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
13	6 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
14	6 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
15	8 cu yd - (1x) Once Weekly	25	x 12 =	300	x	\$ _____	= \$ _____
16	8 cu yd - (2x) Twice Weekly	15	x 12 =	180	x	\$ _____	= \$ _____
17	8 cu yd - (3x) Three Times Weekly	10	x 12 =	120	x	\$ _____	= \$ _____
18	8 cu yd - (4x) Four Times Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
19	8 cu yd - (5x) Five Times Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
20	8 cu yd - (6x) Six Times Weekly	5	x 12 =	60	x	\$ _____	= \$ _____
SOLID WASTE - ROUTINE SERVICES TOTAL (LINES 1-20)							\$ _____

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

RECYCLING

ITEM NO.	DESCRIPTION	ESTIMATED MONTHLY QUANTITY		ESTIMATED ANNUAL QUANTITY		UNIT PRICE (PER MONTH)		ESTIMATED ANNUAL COST
21	2 cu yd - (1x) Once Weekly	45	x 12 =	540	x	\$	=	\$
22	2 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$	=	\$
23	2 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x	\$	=	\$
24	4 cu yd - (1x) Once Weekly	30	x 12 =	360	x	\$	=	\$
25	4 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$	=	\$
26	4 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x	\$	=	\$
27	6 cu yd - (1x) Once Weekly	5	x 12 =	60	x	\$	=	\$
28	6 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$	=	\$
29	6 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x	\$	=	\$
30	8 cu yd - (1x) Once Weekly	25	x 12 =	300	x	\$	=	\$
31	8 cu yd - (2x) Twice Weekly	10	x 12 =	120	x	\$	=	\$
32	8 cu yd - (3x) Three Times Weekly	10	x 12 =	120	x	\$	=	\$
33	8 cu yd - (4x) Four Times Weekly	5	x 12 =	60	x	\$	=	\$
34	8 cu yd - (5x) Five Times Weekly	5	x 12 =	60	x	\$	=	\$
35	8 cu yd - (6x) Six Times Weekly	5	x 12 =	60	x	\$	=	\$
RECYCLING - ROUTINE SERVICES TOTAL (Lines 21-35)								\$

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

CONTAINER SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	ESTIMATED ANNUAL COST
<u>Rental</u>				
36	20 cu yd Open Top Roll-Off Container	50	x \$ _____ /wk	= \$ _____
37	30 cu yd Open Top Roll-Off Container	50	x \$ _____ /wk	= \$ _____
38	40 cu yd Open Top Roll-Off Container	50	x \$ _____ /wk	= \$ _____
39	8 cu yd Flip Top Container	25	x \$ _____ /wk	= \$ _____
40	40 cu yd Break Away Container	25	x \$ _____ /wk	= \$ _____
41	15 cu yd Sludge Container	104	x \$ _____ /wk	= \$ _____
42	15 cu yd Sludge Container	24	x \$ _____ /mo	= \$ _____
43	34 cu yd Self-Container Compactor	60	x \$ _____ /mo	= \$ _____
44	Lock-bar and Key – 2 thru 8 cu yd	25	x \$ _____ /wk	= \$ _____
45	Lock-bar and Key – 2 thru 8 cu yd	25	x \$ _____ /mo	= \$ _____
RENTAL - SUB-TOTAL (Lines 36 - 45)				\$ _____
<u>As-Needed (Pickup/Pull)</u>				
46	95 Gal Carts	25	x _____ /ea	= \$ _____
47	2 cu yd Dumpster	50	x _____ /ea	= \$ _____
48	4 cu yd Dumpster	100	x _____ /ea	= \$ _____

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>		<u>UNIT PRICE</u>	<u>ESTIMATED ANNUAL COST</u>
<u>As-Needed (Pickup/Pull) - Continued</u>					
49	6 cu yd Dumpster	50	x	/ea	= \$
50	8 cu yd Dumpster	75	x	/ea	= \$
51	20 cu yd Open Top Roll-Off Container	150	x	/ea	= \$
52	30 cu yd Open Top Roll-Off Container	150	x	/ea	= \$
53	40 cu yd Open Top Roll-Off Container	150	x	/ea	= \$
54	8 cu yd Flip Top Container	75	x	/ea	= \$
55	40 cu yd Break Away Container	75	x	/ea	= \$
56	15 cu yd Sludge Container	250	x	/ea	= \$
57	34 cu yd Self-Container Compactor	400	x	/ea	= \$
AS-NEEDED SUB-TOTAL (Lines 46-57)					= \$ _____
CONTAINER SERVICES TOTAL (Line 36-57)					\$ _____

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

DISPOSAL FEES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (PER HAUL)	ESTIMATED ANNUAL COST
58	Green/Yard Waste	1,000	x \$ /ton	= \$
59	Rubbish & Wet/Food Waste	3,500	x \$ /ton	= \$
60	Construction & Demolition Debris	750	x \$ /ton	= \$
61	Asbestos	50	x \$ /ton	= \$
62	Tires	25	x \$ /ton	= \$
DISPOSAL FEES - TOTAL (Line 58-62)				\$

RESERVED EMERGENCY SUPPORT SERVICES (Set-Up And Pick Up Included)

CONTAINER SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	ESTIMATED ANNUAL COST
63	20 cu yd Open Top Roll-Off Container	10	x \$ /wk	= \$
64	30 cu yd Open Top Roll-Off Container	10	x \$ /wk	= \$
65	40 cu yd Open Top Roll-Off Container	5	x \$ /wk	= \$
66	40 cu yd Break Away Container	5	x \$ /wk	= \$
EMERGENCY CONTAINER SERVICES - SUB-TOTAL (Line 63-66)				\$

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

RESERVED EMERGENCY DISPOSAL FEES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (PER HAUL)	ESTIMATED ANNUAL COST
67	Reserve Green/Yard Waste Reserve Rubbish & Wet/Food Waste	75	x \$ /ton	= \$
68	Reserve Construction & Demolition Debris	75	x \$ /ton	= \$
69	Reserve Asbestos	50	x \$ /ton	= \$
70	Reserve Tires	2	x \$ /ton	= \$
71		2	x \$ /ton	= \$

RESERVED EMERGENCY DISPOSAL FEES – SUB -TOTAL (Line 67-71) \$

SOLID WASTE - ROUTINE SERVICES TOTAL (Lines 1-9) \$
RECYCLING - ROUTINE SERVICES TOTAL (Lines 10 - 15) \$
CONTAINER SERVICES TOTAL (Lines 16-30) \$
DISPOSAL FEES - TOTAL (Line 31-35) \$
EMERGENCY CONTAINER SERVICES -TOTAL (Line 63-66) \$
EMERGENCY DISPOSAL FEES - TOTAL (Line 67-71) \$
LOT A - ALL LINES TOTAL (Line 1-71) \$

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Quantities below are estimated and there is no obligation by the County to order specific quantities.

LOT B - PARKS AND RECREATION

SOLID WASTE

ITEM NO.	DESCRIPTION	ESTIMATED MONTHLY QUANTITY		ESTIMATED ANNUAL QUANTITY	UNIT PRICE (PER MONTH)	ESTIMATED ANNUAL COST
1	4 cu yd - (1x) Once Weekly	5	x 12 =	60	x \$	= \$
2	4 cu yd - (2x) Twice Weekly	5	x 12 =	60	x \$	= \$
3	4 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x \$	= \$
4	6 cu yd - (1x) Once Weekly	10	x 12 =	120	x \$	= \$
5	6 cu yd - (2x) Twice Weekly	5	x 12 =	60	x \$	= \$
6	6 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x \$	= \$
7	8 cu yd - (1x) Once Weekly	20	x 12 =	240	x \$	= \$
8	8 cu yd - (2x) Twice Weekly	30	x 12 =	360	x \$	= \$
9	8 cu yd - (3x) Three Times Weekly	5	x 12 =	60	x \$	= \$
SOLID WASTE - ROUTINE SERVICES TOTAL (Lines 1-9)						\$

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

RECYCLING

ITEM NO.	DESCRIPTION	ESTIMATED MONTHLY QUANTITY		ESTIMATED ANNUAL QUANTITY		UNIT PRICE (PER MONTH)	ESTIMATED ANNUAL COST
10	4 cu yd - (1x) Once Weekly	15	x 12 =	180	x	\$	\$
11	4 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$	\$
12	6 cu yd - (1x) Once Weekly	15	x 12 =	180	x	\$	\$
13	6 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$	\$
14	8 cu yd - (1x) Once Weekly	5	x 12 =	60	x	\$	\$
15	8 cu yd - (2x) Twice Weekly	5	x 12 =	60	x	\$	\$

RECYCLING - ROUTINE SERVICES TOTAL (Lines 10-15) **\$**

CONTAINER SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE	ESTIMATED ANNUAL COST
<u>Rental</u>					
16	20 cu yd Open Top Roll-Off Container	25	x	\$ /wk	\$
17	30 cu yd Open Top Roll-Off Container	25	x	\$ /wk	\$
18	40 cu yd Open Top Roll-Off Container	25	x	\$ /wk	\$
19	8 cu yd Flip Top Container	15	x	\$ /wk	\$
20	40 cu yd Break Away Container	15	x	\$ /wk	\$

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	ESTIMATED ANNUAL COST
<u>Rental - Continued</u>				
21	Lock-bar and Key – 2 thru 8 cu yd	10	x \$ /wk	= \$
22	Lock-bar and Key – 2 thru 8 cu yd	10	x \$ /mo	= \$
RENTAL - SUB-TOTAL (Line 16-22)				\$
<u>As-Needed (Pickup/Pull)</u>				
23	4 cu yd Dumpster	50	x \$ /ea	= \$
24	6 cu yd Dumpster	50	x \$ /ea	= \$
25	8 cu yd Dumpster	50	x \$ /ea	= \$
26	20 cu yd Open Top Roll-Off Container	100	x \$ /ea	= \$
27	30 cu yd Open Top Roll-Off Container	50	x \$ /ea	= \$
28	40 cu yd Open Top Roll-Off Container	50	x \$ /ea	= \$
29	8 cu yd Flip Top Container	25	x \$ /ea	= \$
30	40 cu yd Break Away Container	25	x \$ /ea	= \$
AS-NEEDED SUB-TOTAL (Lines 23-30)				\$
CONTAINER SERVICES TOTAL (Lines 16-30)				\$

COMPANY NAME

**BID RESPONSE FORM
IFB #Y18-1053-KB**

DISPOSAL FEES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE (PER HAUL)	ESTIMATED ANNUAL COST
31	Green/Yard Waste	250	x	\$ /ton	=
32	Rubbish & Wet/Food Waste	500	x	\$ /ton	=
33	Construction & Demolition Debris	150	x	\$ /ton	=
34	Asbestos	15	x	\$ /ton	=
35	Tires	15	x	\$ /ton	=
DISPOSAL FEES - TOTAL (Lines 31-35)					\$
SOLID WASTE - ROUTINE SERVICES TOTAL (Lines 1-9)					\$
RECYCLING - ROUTINE SERVICES TOTAL (Lines 10 - 15)					\$
CONTAINER SERVICES TOTAL (Lines 16-30)					\$
DISPOSAL FEES - TOTAL (Line 31-35)					\$
LOT B - ALL LINES TOTAL (Line 1-35)					\$

COMPANY NAME

*If delivery will occur via common carrier, insurance requirements are not applicable. If delivery will occur via owned or hired vehicles, insurance requirements are applicable.

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

Performance shall be not later than twenty-four (24) hours After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Kathy Bozeman, Purchasing Agent, at Kathy.Bozeman@ocfl.net.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

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: _____

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

REFERENCES

List five (5) clients during the past five (5) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. The same client entity shall not be used more than once.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

5. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y18-1053-KB

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y18-1053-KB

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.Y18-1053-KB, RECYCLING AND WASTE DISPOSAL SERVICES**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

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

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

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

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

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

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder _____
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

This is the initial Form:

This is a Subsequent Form:

Part I

Please complete all of the following:

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

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

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

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

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: _____

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: _____

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

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

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

- _____
(Initial) 1. Qualified small and minority businesses, and women’s business enterprises, were, and will continue to be, placed on all of the Prime Contractor’s solicitation lists.

- _____
(Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women’s business enterprises, when they were/are potential sources.

- _____
(Initial) 3. Based on the Prime Contractor’s experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.

- _____
(Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women’s business enterprises.

- _____
(Initial) 5. The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- _____
(Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor’s bid will be considered non-responsive.

- _____
(Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

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

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

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

Signature

Date

Printed Name

Official Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____ of _____, a _____
(Name of officer or agent, Title) (Name of company) (State)
corporation, on behalf of the corporation.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

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

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

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

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

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

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

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

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

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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

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

AFFIDAVIT

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

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

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

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

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

Notary Public _____
Commission Expires _____

(Seal)

**CONTRACT NO. Y18-1053-KB
RECYCLING AND WASTE DISPOSAL SERVICES**

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

1. Ordering against Contract:

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

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Administrative Services Fiscal and Operational Support
Internal Operations Centre II
400 E. South Street, 5th Floor
Orlando, FL 32801

OR

Ordering Division or Department
(as indicated on the Delivery Order)

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

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y18-1053-KB - RECYCLING AND WASTE DISPOSAL SERVICES**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

(COMPANY NAME)

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

DATE: _____

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

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

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

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

6. Counterpart (2):
Orange County Board of County Commissioners Acceptance of Bidders Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y18-1053-KB, RECYCLING AND WASTE DISPOSAL SERVICES - Term Contract.**
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
- C. The estimated contract award for the initial term of the contract is

\$ _____
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- F. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

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

BY: _____
Name, Title
Procurement Division

DATE: _____

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

**Y18-1053-KB
ATTACHMENT A*
CONTAINER SIZE/PICK-UP FREQUENCY SCHEDULE**

LOT A - COUNTYWIDE FACILITIES - SOLID WASTE

FACILITIES MANAGEMENT - DOWNTOWN DISTRICT							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
Orange County Courthouse (Compactor), 425 N. Orange Ave., Orlando, FL, (#0020.03) (Container Rental)							
FACILITIES MANAGEMENT - CENTRAL DISTRICT							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
Graphics Reproduction, 3907 Forrestal Ave., Orlando, FL, (#9190.02)	1					X	
Great Oaks Village (Near Evans Dining Hall Kitchen), 1768 E. Michigan St., Orlando, FL, (#9041.27)	3	X		X		X	
Holden Heights Community Center-1201 20th St. Orlando, FL.	1				X		
Mosquito Control, 2715 Conroy Rd., Orlando, FL, (#9330.01)	1					X	
Regional Computer Center, 4300 S. John Young Pkwy., Orlando, FL, (#0021.01)	1					X	
YMCA Head Start, 814 W. Oakridge, Orlando, FL, (#0001.01)	2		X			X	
Cooperative Extension, 6021 Conway Rd., Orlando, FL, (#9225.01)	1					X	
Juvenile Assessment Center, 823 W. Central Ave, Orlando, FL,	2						
Animal Services, 2769 Conroy Rd, Orlando, FL, (#9201.01)	5	X	X	X	X	X	
Health and Family Services. 2100 E. Michigan St., Orlando, FL, (#9041.42)	1					X	
Juvenile Justice Center, 2000 E. Michigan St., Orlando, FL, (#9044.01)	2		X			X	
Medical Examiner's Office, 2350 E. Michigan St., Orlando, FL, (#9041.54)	1					X	
FACILITIES MANAGEMENT-3rd STREET							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
Sheriff Sector IV Sub Station, 2400 W 33rd St, Orlando, FL (#9094.01)	2	X			X		

Video Visitation, 3000 39th St., Orlando, FL, (#9142.01)	1	X					
Booking and Release Center, 3803 Vision Blvd., Orlando, FL, (#9097.50)	3	X		X		X	
Cassady Building, 2450 W. 33rd St., Orlando, FL (#9093.02)	1	X					
Corrections Support - 33rd District FM Office 3723 -B Vision Blvd., (#9097.02)	3	X		X		X	
Corrections Support - Uniform & Mailroom Trailer Parking Lot 4031 S. John Young Pkwy., Orlando (#9097.01)	3	X		X		X	
33RD FM District Office: 3723B Vision Blvd - 34 cu yd. Self-Contained Compactor							
FACILITIES MANAGEMENT - EAST DISTRICT							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
Clerk of Courts, 684 S. Goldenrod Rd., Orlando, FL, (#0091.01)	1				X		
Bithlo-Christmas Neighborhood Center, 18510 Madison Ave., Bithlo, FL, (#9575.01)	1					X	
Comptroller's Warehouse, 1800 Cypress Lakes Dr., Orlando, FL, (#9023.01)	1	X					
Hanging Moss Warehouse, Suites 200-270, 6136 Hanging Moss Road, Orlando, FL (1						
Sheriff Gun Range, 12455 Wewahotee Rd., Orlando, FL, (#0043.01)	2	X			X		
Sheriff Sector II, 11100 Lake Underhill Rd., Orlando, FL, (#9596.01)	1					X	
Union Park Neighborhood Center for Families, 9839 E Colonial Dr, Orlando, FL (#9604.01)	1						
Facilities Management Division - East District 6600 Amory Court, Orlando	1		X				
East Orange Community Center, 12050 E. Colonial Dr., Orlando, FL, (#9011.02)	2		X			X	
Sphaler Community Center, 1001 4th Street, Taft (#0038.01)	1					X	
Taft Community Center, 9450 S. Orange Ave., Orlando, FL, (#9026.01)	1					X	
Taft Head Start, 9504 S. Orange Ave., Orlando, FL, (#9574.01)	1					X	
Sheriff Gun Range 12455 Wewahotee Rd., Orlando, FL, (#0043.01)	2	X			X		
FACILITIES MANAGEMENT- WEST DISTRICT							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT

Emergency Medical, 650 N. Pine Hills Rd, Orlando, FL	1			X			
Sheriff's LEVO - CAT School, 6350 Wadsworth Rd., Mt. Dora, FL, (#0026.01)	2					X	
Grand Cypress Equestrian Park, Sherriff Mounted Patrol, 1 Equestrian Way Orlando, FL	1		X				
John Bridges Community Center, 445 W. 13th St., Apopka, FL, (#9377.01)	2		X			X	
Pine Hills YMCA/Headstart, 6400 Jennings Rd., Orlando, FL, (#0045.04)	3	X		X		X	
Ocoee Service Center, 475 W. Story Rd., Ocoee, FL (#9006.01)	1					X	
Southwood Community Center, 6201 Brookgreen Ave., Orlando, FL, (#9017.01)	1					X	
Willow Street Community Center, 6565 Willow St, Zellwood, FL (#0008.01)	1					X	
John Bridges Community Center, 445 W. 13th St., Apopka, FL, (#9377.01)	1					X	
FIRE RESCUE DEPARTMENT							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
Fire Station #20, 3200 Washington St., Zellwood, FL, (#9227.01)	1					X	
Fire Station #27, 2248 Novella Eliza Lane, Apopka, FL, (#0028.01)	1		X				
Fire Station #28, 3250 Clarcona Rd., Apopka, FL, (#9301.01)	1		X				
Fire Station #30, 38 S. Hastings St., Orlando, FL, (#9374.01)	2			X	X		
Fire Station #31, 6116 S. Apopka Vineland Rd., Orlando, FL, (#9229.01)	1			X			
Fire Station #33, 1700 S Apopka Vineland Rd., Orlando, FL, (#9305.01)	1			X			
Fire Station #34, 3948 State Route 535, Winter Garden, FL,, (#9230.01)	1		X				
Fire Station #35, 7435 Winter Garden Vineland Rd., Windermere, FL, (#9589.01)	1				X		
Fire Station #36, 12252 State Route 535, Orlando, FL, (#9231.01)	1				X		
Fire Station #37, 540 E. Oakland Ave., Oakland, FL, (#9235.01)	1		X				
Fire Station #40, 5570 Beggs Rd., Orlando, FL, (#9232.01)	1			X			
Fire Station #41, 4412 Fairview Dr., Orlando, FL, (#9375.01)	1				X		
Fire Station #43, 2700 Apopka Vineland Rd., Orlando, FL, (#9303.01)	1			X			
Fire Station #52, 4765 Sand Lake Rd., Orlando, FL, (#9239.01)	1		X				
Fire Station #53, 1270 La Quinta Dr., Orlando, FL, (#9240.01)	1			X			
Fire Station #55, 801 Greenway Professional Court, Orlando, FL, (#9256.01)	1				X		

Fire Station #56, 13303 S International Dr., Orlando, FL, (#9257.01)	1				X		
Fire Station #58, 2900 Deerfield Blvd., Orlando, FL, (#0041.01)	1				X		
Fire Station #63, 2450 Goldenrod Rd., Orlando, FL, (#9225.01)	1				X		
Fire Station #65, 4999 Orion Blvd., Orlando, FL, (#0035.01)	1				X		
Fire Station #66, 966 N. Semoran Blvd., Orlando, FL, (#9244.01)	1		X				
Fire Station #70, 1027 Wallace Ave., Orlando, FL, (#9245.01)	1			X			
Fire Station #71, 4405 Goldenrod Rd., Orlando, FL, (#9246.01)	1		X				
Fire Station #73, 811 1st St., Taft, FL, (#9248.01)	1			X			
Fire Station #76, 11361 Narcoossee Rd., Orlando, FL, (#9249.01)	1		X				
Fire Station #77, 11501 Moss Park Rd., Orlando, FL, (#9573.01)	1				X		
Fire Station #81, 901 Econlockhatchee Rd., Orlando, FL, (#9416.01)	2	X			X		
Fire Station #82, 500 Story Partin Rd., Orlando, FL, (#9252.01)	1					X	
Fire Station #83, 11950 Lake Underhill Rd, Orlando, FL, (#9302.01)	1			X			
Fire Station #84, 1221 N. Fort Christmas Rd., Orlando, FL,, (#9253.01)	1					X	
Fire Station #85, 1382 N. Chickasaw Trail, Orlando FL - Fire Facility Warehouse	2	X			X		
Fire Station #86, 3202 Babbitt Ave., Orlando, FL, (#9254.01)	1				X		
1382 N. Chickasaw Trail, Orlando, FL	1	X					
Fire Rescue Headquarters, 6590 Amory Ct., Winter Park, FL, (#9226.01)	2	X				X	
Fire Rescue Training Warehouse, 2976 Forsyth Rd., Winter Park, FL, (#9570.02)	1	X					
Fire Station #42, 5420 Silver Star Rd., Orlando, FL, (#9234.01),	1	X					
Fire Station #50, 1415 29th St., Orlando, FL, (#9237.01)	1	X					
Fire Station #51, 1700 Oak Ridge Rd, Orlando, FL, (#9238.01)	1				X		
Fire Station #54, 5400 Central Florida Parkway, Orlando, FL, (#9241.01)	1		X				
Fire Station #72, 3140 S. Conway Rd., Orlando, FL, (#9247.01)	1		X				
Fire Station #80, 1841 Bonnevillle Rd., Orlando, FL, (#9250.01)	1	X					
Fire Station #85, 13801 Townsend Dr., Orlando, FL, (#9560.01)	2	X					
CORRECTIONS DEPARTMENT							
Sheriff Sector IV Sub Station, 2400 W 33rd St, Orlando, FL (#9094.01)	2	X			X		

Sheriff Sector IV Sub Station, 2400 W 33rd St, Orlando, FL (#9094.01)	2	X			X		
PUBLIC WORKS DEPARTMENT							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
Apopka Roads & Drainage, 3258 Clarcona Rd., Apopka, FL, (#0014.01)	1			X			
Bithlo Highway Maintenance, 18841 Old Cheney Hwy, Orlando, FL, (#9354.01)	1					X	
Goldenrod Highway Maintenance, 2530 N. Forsyth Rd., Orlando, FL, (#9163.03)	1		X				
Public Works Building #1, 4200 S. John Young Pkwy, Orlando, FL, (#9342.07)	2		X			X	
Taft Highway Maintenance, 11442 Intermodel Dr., Orlando, FL, (#9398.01)	1	X					
Three Points Highway Maintenance, 4631 Young Pines Rd, Orlando (#9159.01)	1		X				
West Orange Highway Maintenance, 644 Beulah Rd, Winter Garden, FL, (#9153.02)	1				X		
Zellwood Highway Maintenance, 3400 Golden Gem Rd., Zellwood, FL, (#0024.01)	1				X		
UTILITIES DEPARTMENT							
LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
Eastern Regional Water Plant, 9100 Curry Ford Rd, Orlando, FL	2		X			X	
Eastern Regional Water Reclamation Plant, 1621 Alafaya Tr., Orlando, FL	2		X			X	
Southern Regional Water Supply, 13000 S. Orange Ave., Orlando, FL	2		X			X	
Western Regional Water Plant, 2552 Lakeville Rd., Apopka, FL	2		X			X	
Solid Waste 5901 Young Pine Rd., Orlando, FL	1	X					
Southwestern Regional Water Reclamation Plant, 4760 Sand Lake Rd., Orlando, FL	2		X			X	
Eastern Regional Water Lab, 9124 Curry Ford Rd., Orlando, FL	2		X			X	
Utilities Operations Center, 8100 Presidents Dr., Orlando, FL	2		X			X	
Utilities Administration Building, 9150 Curry Ford Rd., Orlando, FL	3	X		X		X	
Eastern Regional Water Reclamation Plant, 1621 Alafaya Tr., Orlando, FL	1						
Northwestern Water Reclamation Plant, 701 W. McCormick Rd., Orlando, FL	1						

***INFORMATION ON ATTACHMENTS ARE SUBJECT TO CHANGE AT ANY TIME.**

**Y18-1053-KB
ATTACHMENT B*
CONTAINER SIZE/PICK-UP FREQUENCY SCHEDULE**

LOT A - COUNTYWIDE FACILITIES - RECYCLING

FACILITIES MANAGEMENT - DOWNTOWN DISTRICT								
SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
2 cu (With Wheels)	Housing & Community Development, 701 E. South St., Orlando, FL, (#9311.01)	1			X			
2 cu (With Wheels)	Administration Center, 201 S. Rosalind Ave., Orlando, FL, (#9001.01)	3		X		X		X
4 cu	Regional History Center. 65 E. Central Ave., Orlando, FL, (#9027.01)	1			X			
6 cu	Internal Ops. Center I and II, 450 E. South St., Orlando, FL, (#1001.02)	3		X		X		X
8 cu	Orange County Courthouse, 425 N. Orange Ave., Orlando, FL, (#0020.03)	6	X	X	X	X	X	X
FACILITIES MANAGEMENT - CENTRAL DISTRICT								
SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
2 cu	Holden Heights Community Center-1201 20th St. Orlando, FL.	1				X		
2 cu	Sheriff's Fleet: 2500 W Colonial Dr., Orlando, FL, (1						
4 cu	Medical Examiner's Office, 2350 E. Michigan St., Orlando, FL, (#9041.54)	1					X	
4 cu	Mosquito Control, 2715 Conroy Rd., Orlando, FL, (#9330.01)	1			X			
4 cu	Sheriff's Operations Hangar, 3534 E. Amelia St., Orlando, FL, (#0044.01)	1			X			
4 cu	YMCA Head Start, 814 W. Oakridge, Orlando, FL, (#0001.01)	1		X				
6 cu	Juvenile Assessment Center: 823 W Central Ave., Orlando, FL (1						
8 cu	Animal Services, 2769 Conroy Rd, Orlando, FL, (#9201.01)	3	X		X		X	
8 cu	Cooperative Extension, 6021 Conway Rd., Orlando, FL, (#9225.01)	1			X			
8 cu	Graphics Reproduction, 3907 Forrestal Ave., Orlando, FL, (#9190.02)	1				X		
8 cu	Great Oaks Village (Near Evans Dining Hall Kitchen), 1768 E. Michigan St., Orlando, FL, (#9041.27)	1					X	
8 cu	Health and Family Services. 2100 E. Michigan St., Orlando, FL, (#9041.42)	1					X	
8 cu	Juvenile Justice Center, 1900 E. Michigan St., Orlando, FL, (#9044.01)	1					X	

8 cu	Medical Clinic, 101 S. Westmorland Ave., Orlando, FL, (#9578.01)	1			X			
8 cu	Orange County Work Release, 130 W. Kaley Ave., Orlando, FL, (#9188.01)	2		X			X	
8 cu	Regional Computer Center, 4300 S. John Young Pkwy., Orlando, FL, (#0021.01)	2		X			X	
8 cu	Sheriff's Central Operations, 2500 W. Colonial Dr., Orlando, FL, (#0046.01)	6	X	X	X	X	X	X
8 cu	Supervisor of Elections, 119 W. Kaley Ave., Orlando, FL, (#9189.01)	2		X			X	

FACILITIES MANAGEMENT-3rd STREET

SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
4 cu	Video Visitation, 3000 39th St., Orlando, FL, (#9142.01)	1			X			
2 x 8 cu	Booking and Release Center, 3803 Vision Blvd., Orlando, FL, (#9097.50)	1	X		X		X	
8 cu	Cassady Building, 2450 W. 33rd St., Orlando, FL (#9093.02)	2	X				X	
8 cu	Corrections Secured Compound at FDC, 3803 Vision Blvd., Orlando, FL, (#9097.34)	3		X		X		X
8 cu	Corrections Secured Compound at FDC, 3803 Vision Blvd., Orlando, FL, (#9097.01)	2	X		X		X	
8 cu	Facilities Management District Offices, 3723-B Vision Blvd, Orlando, FL, (#9097.02)	1			X			

FACILITIES MANAGEMENT - EAST DISTRICT

SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
2 cu	Bithlo-Christmas Neighborhood Center, 18510 Madison Ave., Bithlo, FL, (#9575.01)	1		X				
2 cu	Clerk of Courts, 684 S. Goldenrod Rd., Orlando, FL, (#0091.01)	1				X		
4 cu	Sphaler Park Rec Center, 1001 4th St.	1						
4 cu	Sheriff Gun Range, 14500 Wewahotee Rd., Orlando, FL, (#0043.01)	2		X			X	
4 cu	Sheriff Sector II, 11100 Lake Underhill Rd., Orlando, FL, (#9596.01)	1		X				
4 cu	Taft Community Center, 9450 S. Orange Ave., Orlando, FL, (#9026.01)	1			X			
4 cu	Taft Head Start, 9504 S. Orange Ave., Orlando, FL, (#9574.01)	1			X			
4 cu	Hanging Moss Warehouse, 6136 Hanging Moss Road, Orlando, FL 32807	1			X			
8 cu	East Orange Community Center, 12050 E. Colonial Dr., Orlando, FL, (#9011.02)	2		X			X	
8 cu	Comptroller's Warehouse, 1800 Cypress Lakes Dr., Orlando, FL, (#9023.01)	1				X		

34 cu	Comptroller's Warehouse, 1800 Cypress Lakes Dr., Orlando, FL, (#9023.01)						X		
FACILITIES MANAGEMENT- WEST DISTRICT									
SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT	
2 cu	Emergency Medical, 650 N. Pine Hills Rd, Orlando, FL	1		X					
2 cu	Sheriff's Evidence, 44546 W. 35th St, Orlando, FL (#0006.01)	1		X					
4 cu	Corrections Warehouse, 4677 L. B. McLeod Rd., Orlando, FL, (#9030.01)	1		X					
4 cu	Fleet Management, 4400 Vineland Rd., Orlando, FL, (#9404.01)	1		X					
4 cu	Mildred Dixon Community Center, 303 W. Crown Point Rd., Winter Garden, FL, (#0029.01)	1			X				
4 cu	Sheriff Special Investigations, 4548 Park Breeze Ct., Orlando, FL, (#0006.01)	1			X				
4 cu	Sheriff's LEVO School, 6350 Wadsworth Rd., Mt. Dora, FL, (#0026.01)	1		X					
8 cu	Apopka Service Center, 1111 N. Rock Springs Rd., Apopka, FL, (#9003.01)	1			X				
8 cu	Facilities Mgmt. West District Offices, 3521 Parkway Center Ct., Orlando, FL (#9018.01)	1			X				
8 cu	Fredrick Douglass Head Start, 3688 Day Care Center Rd., Zellwood, FL, (#0008.02)	1			X				
8 cu	Hal Marston Community Center, 3933 W. D. Judge Rd., Orlando, FL (#9408.01)	2		X			X		
8 cu	John Bridges Community Center, 445 W. 13th St., Apopka, FL, (#9377.01)	1			X				
8 cu	Lila Mitchell Community Center, 5151 Raleigh St., Orlando, FL (#9016.01)	1			X				
8 cu	Ocoee Service Center, 475 W. Story Rd., Ocoee, FL (#9006.01)	1			X				
8 cu	Pine Hills Community Center, 6400 Jennings Rd., Orlando, FL, (#0045.04)	1			X				
8 cu	Southwood Community Center, 6221 Brookgreen Ave., Orlando, FL, (#9017.01)	1			X				
FIRE RESCUE DEPARTMENT									
SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT	
2 cu	Fire Station #20, 3200 Washington St., Zellwood, FL, (#9227.01)	1			X				
2 cu	Fire Station #27, 2248 Novella Eliza Lane, Apopka, FL, (#0028.01)	1			X				
2 cu	Fire Station #28, 3250 Clarcona Rd., Apopka, FL, (#9301.01)	1			X				
2 cu	Fire Station #30, 38 S. Hastings St., Orlando, FL, (#9374.01)	1			X				

2 cu	Fire Station #31, 6116 S. Apopka Vineland Rd., Orlando, FL, (#9229.01)	1			X			
2 cu	Fire Station #32, 14932 E. Orange Lake Blvd., Kissimmee, FL, (#9233.01)	1			X			
2 cu	Fire Station #33, 1700 S Apopka Vineland Rd., Orlando, FL, (#9305.01)	1			X			
2 cu	Fire Station #34, 3948 State Route 535, Winter Garden, FL,, (#9230.01)	1			X			
2 cu	Fire Station #35, 7435 Winter Garden Vineland Rd., Windermere, FL, (#9589.01)	1			X			
2 cu	Fire Station #36, 12252 State Route 535, Orlando, FL, (#9231.01)	1			X			
2 cu	Fire Station #37, 540 E. Oakland Ave., Oakland, FL, (#9235.01)	1			X			
2 cu	Fire Station #40, 5570 Beggs Rd., Orlando, FL, (#9232.01)	1			X			
2 cu	Fire Station #41, 4412 Fairview Dr., Orlando, FL, (#9375.01)	1				X		
2 cu	Fire Station #42, 5420 Silver Star Rd., Orlando, FL, (#9234.01),	1			X			
2 cu	Fire Station #43, 2700 Apopka Vineland Rd., Orlando, FL, (#9303.01)	1			X			
2 cu	Fire Station #50, 1415 29th St., Orlando, FL, (#9237.01)	1				X		
2 cu	Fire Station #51, 1700 Oak Ridge Rd, Orlando, FL, (#9238.01)	1				X		
2 cu	Fire Station #52, 4765 Sand Lake Rd., Orlando, FL, (#9239.01)	1			X			
2 cu	Fire Station #53, 1270 La Quinta Dr., Orlando, FL, (#9240.01)	1			X			
2 cu	Fire Station #54, 5400 Central Florida Parkway, Orlando, FL, (#9241.01)	1			X			
2 cu	Fire Station #55, 801 Greenway Professional Court, Orlando, FL, (#9256.01)	1			X			
2 cu	Fire Station #56, 13303 S International Dr., Orlando, FL, (#9257.01)	1			X			
2 cu	Fire Station #58, 2900 Deerfield Blvd., Orlando, FL, (#0041.01)	1			X			
2 cu	Fire Station #63, 2450 Goldenrod Rd., Orlando, FL, (#9225.01)	1				X		
2 cu	Fire Station #65, 4999 Orion Blvd., Orlando, FL, (#0035.01)	1			X			
2 cu	Fire Station #66, 966 N. Semoran Blvd., Orlando, FL, (#9244.01)	1				X		
2 cu	Fire Station #70, 1027 Wallace Ave., Orlando, FL, (#9245.01)	1				X		
2 cu	Fire Station #71, 4405 Goldenrod Rd., Orlando, FL, (#9246.01)	1				X		

2 cu	Fire Station #72, 3140 S. Conway Rd., Orlando, FL, (#9247.01)	1				X		
2 cu	Fire Station #73, 811 1st St., Taft, FL, (#9248.01)	1				X		
2 cu	Fire Station #76, 11361 Narcoossee Rd., Orlando, FL, (#9249.01)	1				X		
2 cu	Fire Station #77, 11501 Moss Park Rd., Orlando, FL, (#9573.01)	1			X			
2 cu	Fire Station #80, 1841 Bonneville Rd., Orlando, FL, (#9250.01)	1				X		
2 cu	Fire Station #81, 901 Econlockhatchee Rd., Orlando, FL, (#9416.01)	1				X		
2 cu	Fire Station #82, 500 Story Partin Rd., Orlando, FL, (#9252.01)	1				X		
2 cu	Fire Station #83, 11950 Lake Underhill Rd, Orlando, FL, (#9302.01)	1				X		
2 cu	Fire Station #84, 1221 N. Fort Christmas Rd., Orlando, FL,, (#9253.01)	1			X			
2 cu	Fire Station #85, 13801 Townsend Dr., Orlando, FL, (#9560.01)	1			X			
2 cu	Fire Station #86, 3202 Babbitt Ave., Orlando, FL, (#9254.01)	1			X			
4 cu	Fire Rescue Training, 2976 Forsyth Rd., Winter Park, FL, (#9570.01)	1					X	
8 cu	Fire Rescue Headquarters, 6590 Amory Ct., Winter Park, FL, (#9226.01)	2		X			X	
8 cu	Fire Rescue Supply, 400 S. Gaston Foster Rd., Orlando, FL, (#9224.01)	1					X	
8 cu	Fire Rescue Training Warehouse, 2976 Forsyth Rd., Winter Park, FL, (#9570.02)	1					X	
PUBLIC WORKS DEPARTMENT								
SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
8 cu	Public Works Building #5, 4200 S. John Young Pkwy, Orlando, FL, (#9342.05)	1				X		
UTILITIES DEPARTMENT								
SIZE	LOCATION	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
4 cu	Northwestern Water Reclamation Plant, 701 W. McCormick Rd., Orlando, FL	1				X		
4 cu	Southwestern Regional Water Reclamation Plant, 4760 Sand Lake Rd., Orlando, FL	1				X		
8 cu	Utilities Administration Building, 9150 Curry Ford Rd., Orlando, FL	3	X		X		X	

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**Y18-1053-KB
ATTACHMENT C
CONTAINER SIZE/PICK-UP FREQUENCY SCHEDULE**

LOT B - PARKS AND RECREATION - SOLID WASTE

SIZE	LOCATION	# of Containers	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
6 cu	Fort Christmas Park, 1300 N. Ft. Christmas Rd., Christmas, FL, (#9206.02)	1	1					X	
6 cu	Fort Gatlin Recreation Center, 2009 Lake Margaret Drive, Orlando, FL	2	2		X			X	
6 cu	Magnolia Park, 2929 S. Binion Rd., Apopka, FL, (#9212.02)	2	1		X				
6 cu	Marks Street Senior Center, 99 W. Marks St., Orlando, FL, (#9340.01)	1	1					X	
6 cu	West Orange Trail - Apopka Station W Orange Trail Apopka Station	1	1		X				
6 cu	Fort Christmas Park, 1300 N. Ft. Christmas Rd., Christmas, FL, (#9206.02)	1	1					X	
6 cu	Fort Gatlin Recreation Center, 2009 Lake Margaret Drive, Orlando, FL	2	1		X			X	
6 cu	Magnolia Park, 2929 S. Binion Rd., Apopka, FL, (#9212.02)	1	1		X				
6 cu	West Orange Trail - Apopka Station W Orange Trail Apopka Station	1			X				
8 cu	Barber Park, 37 E. Gatlin Ave., Orlando, FL, (#0009.01)	1	2		X			X	
8 cu	Barnett Park Administration Center, 4801 W. Colonial Dr., Orlando, FL, (#9219.01)	2	2		X			X	
8 cu	Bear Creek Park, 1600 Bear Crossing Dr., Orlando, FL, (#0034.01)	1	1				X		
8 cu	Bithlo Park, 18501 E. Washington St., Orlando, FL, (#0019.04)	2	2		X			X	
8 cu	Blanchard Park, 2451 N. Dean Rd., Orlando, FL, (#9222.01)	2	2		X			X	
8 cu	Capehart Park, 715 Capehart Dr., Orlando, FL, (#0090.01)	1	1					X	
8 cu	Clarcona Horseman's Park, 3535 Damon Rd., Apopka, FL, (#9214.01)	1	1				X		
8 cu	Cypress Grove Park, 290 W. Holden Ave., Orlando, FL, (#0002.01)	2	3	X		X		X	
8 cu	Deputy Brandon Coates Park, 3815 Substation Road, Orlando FL 32837	1				X			
8 cu	Downey Park, 10107 Flowers Ave., Orlando, FL, (#9216.02)	1	2	X			X		
8 cu	Dr. Phillips Park, 8249 Buena Vista Woods Blvd., Orlando, FL, (#9571.01)	2	1		X		X		
8 cu	East Orange District Park, 22023 E Colonial Drive, Christmas FL 32709	1						X	
8 cu	Fort Christmas Park, 1300 N. Ft. Christmas Rd., Christmas, FL, (#9206.02)	1	1					X	
8 cu	George Bailey Park, 11974 Robertson Rd., Winter Garden, FL, (#0069.02)	2	1	X			X		
8 cu	Goldenrod Community Park, 4863 N. Goldenrod Rd., Orlando, FL, (#9202.01)	2	1		X			X	
8 cu	Barber Park, 37 E. Gatlin Ave., Orlando, FL, (#0009.01)	1	1		X			X	
8 cu	Barnett Park Administration Center, 4801 W. Colonial Dr., Orlando, FL, (#9219.01)	2	1		X			X	
8 cu	Bear Creek Park, 1600 Bear Crossing Dr., Orlando, FL, (#0034.01)	1	1				X		
8 cu	Bithlo Park, 18501 E. Washington St., Orlando, FL, (#0019.04)	2	1		X			X	

8 cu	Blanchard Park, 2451 N. Dean Rd., Orlando, FL, (#9222.01)	2	I		X			X	
8 cu	Capehart Park, 715 Capehart Dr., Orlando, FL, (#0090.01)	1	I					X	
8 cu	Clarcona Horseman's Park, 3535 Damon Rd., Apopka, FL, (#9214.01)	1	I				X		
8 cu	Cypress Grove Park, 290 W. Holden Ave., Orlando, FL, (#0002.01)	3	I	X		X		X	
8 cu	Deputy Brandon Coates Park, 3815 Substation Road, Orlando FL 32837	1				X			
8 cu	Downey Park, 10107 Flowers Ave., Orlando, FL, (#9216.02)	2	I	X			X		
8 cu	Dr. Phillips Park, 8249 Buena Vista Woods Blvd., Orlando, FL, (#9571.01)	2	I		X		X		
8 cu	East Orange District Park, 22023 E Colonial Drive, Christmas FL 32709	1						X	
8 cu	Fort Christmas Park, 1300 N. Ft. Christmas Rd., Christmas, FL, (#9206.02)	1	I					X	
8 cu	George Bailey Park, 11974 Robertson Rd., Winter Garden, FL, (#0069.02)	2	I	X			X		
8 cu	Goldenrod Community Park, 4863 N. Goldenrod Rd., Orlando, FL, (#9202.01)	2	I		X			X	
8 cu	Kelly Park, 400 E. Kelly Park Rd., Apopka, FL, (#9210.04)	2	I	X			X		
8 cu	Little Econ Soccer Complex, 8035 Yates Rd, Orlando, FL (#9204.01)	1	I	X				X	
8 cu	Meadow Woods Community Park, 1751 Rhode Island Woods Cir., Orlando, FL, (#9569.01)	1	I				X		
8 cu	Moss Park, 12901 Moss Park Rd., Orlando, FL, (#9203.02)	1	I				X		
8 cu	Orlo Vista Park, 26 N. Powers Dr., Orlando, FL, (#9217.01)	2	I		X			X	
8 cu	RD Keene Park, 10900 Chase Rd, Windemere, FL (#0017.01)	1	I			X			
8 cu	Rolling Hills Little League Complex, 4950 N Pine Hills Rd, Orlando, FL (#0065.01)	2	I	X			X		
8 cu	Shadow Bay Park, 5100 Turkey Lake Rd., Orlando, FL, (#9220.01)	2	I		X			X	
8 cu	Silver Star Community Park, 7875 Silver Star Rd., Orlando, FL, (#9592.01)	2	I		X			X	
8 cu	South Econ Community Park, 3850 S Econ Orlando, FL (#9558.01)	2	I	X			X		
8 cu	South Orange Sports Complex, 11800 S. Orange Ave., Orlando, FL, (#0039.01)	2	I	X			X		
8 cu	Tibet Butler Preserve, 8777 CR 535, Orlando, FL, (#0003.04)	1	I			X			
8 cu	Trimble Park, 5802 Trimble Park Rd., Mt. Dora, FL (#9213.02)	2	I		X			X	
8 cu	Trimble Park, 5802 Trimble Park Rd., Mt. Dora, FL (#9213.02)	2	I		X			X	
8 cu	Warren Park Ranger Quarters, 3406 Warren Park Dr, Orlando, FL (#9304.01)	1	I			X			
8 cu	West Orange Park - 150 Windemere Road Orlando, FL	1	I				X		
8 cu	West Orange Trail – Chapin Station, 501 Crown Point Cross Rd., Winter Garden, FL, (#0032.01)	1	I		X				
8 cu	Young Pine Park, 5201 Young Pine, Orlando, FL 32829	1					X		
8 cu	West Orange Trail - Kilarney Station, 17914 Old State Road 50, Winter Garden, FL (#0004.01)	1	I		X				

**Y18-1053-KB
ATTACHMENT D*
CONTAINER SIZE/PICK-UP FREQUENCY SCHEDULE**

LOT B - PARKS AND RECREATION - RECYCLING

SIZE	LOCATION	# of Containers	FREQ WKLY	MON	TUE	WED	THUR	FRI	SAT
4 cu	Barber Park, 37 E. Gatlin Ave., Orlando, FL, (#0009.01)	1	1				X		
4 cu	Bear Creek Park, 1600 Bear Crossing Dr., Orlando, FL, (#0034.01)	1	1				X		
4 cu	Capehart Park, 715 Capehart Dr., Orlando, FL, (#0090.01)	1	1				X		
4 cu	Clarcona Horseman's Park, 3535 Damon Rd., Apopka, FL, (#9214.01)	1	1		X				
4 cu	Dr. Phillips Park, 8249 Buena Vista Woods Blvd., Orlando, FL, (#9571.01)	1	1			X			
4 cu	Fort Christmas Park, 1300 N. Ft. Christmas Rd., Christmas, FL, (#9206.02)	1	1				X		
4 cu	Magnolia Park, 2929 S. Binion Rd., Apopka, FL, (#9212.02)	1	1		X				
4 cu	Moss Park, 12901 Moss Park Rd., Orlando, FL, (#9203.02)	1	1	X					
4 cu	Tibet Butler Preserve, 8777 CR 535, Orlando, FL, (#0003.04)	1	1			X			
4 cu	Trimble Park, 5802 Trimble Park Rd., Mt. Dora, FL (#9213.02)	1	1		X				
4 cu	West Orange Trail – Chapin Station, 501 Crown Point Cross Rd., Winter Garden, FL, (#0032.01)	1	1				X		
6 cu	Barnett Park, 4801 W. Colonial Dr., Orlando, FL, (#9219.01)	1	1			X			
6 cu	Bithlo Park, 18501 E. Washington St., Orlando, FL, (#0019.04)	1	1				X		
6 cu	Blanchard Park, 2451 N. Dean Rd., Orlando, FL, (#9222.01)	1	1				X		
6 cu	South Econ Park, 3800 S. Econ Trail, Orlando, FL, (#9559.01)	1	1				X		
6 cu	Cypress Grove Park, 290 W. Holden Ave., Orlando, FL, (#0002.01)	1	1				X		
6 cu	Downey Park, 10107 Flowers Ave., Orlando, FL, (#9216.02)	1	1				X		
6 cu	George Bailey Park, 11974 Robertson Rd., Winter Garden, FL, (#0069.02)	1	1		X				
6 cu	Goldenrod Community Park, 4863 N. Goldenrod Rd., Orlando, FL, (#9202.01)	1	1		X				
6 cu	Kelly Park, 400 E. Kelly Park Rd., Apopka, FL, (#9210.04)	1	1		X				
6 cu	Marks Street Senior Center, 99 W. Marks St., Orlando, FL, (#9340.01)	1	1		X				
6 cu	Meadow Woods Community Park, 1751 Rhode Island Woods Cir., Orlando, FL, (#9569.01)	1	1		X				
6 cu	Orlo Vista Park, 26 N. Powers Dr., Orlando, FL, (#9217.01)	1	1		X				

6 cu	Parks Warehouse, 1651 N. OBT, Orlando, FL, (#9395.01)	1	1			X			
6 cu	Shadow Bay Park, 5100 Turkey Lake Rd., Orlando, FL, (#9220.01)	1	1					X	
6 cu	Silver Star Community Park, 7875 Silver Star Rd., Orlando, FL, (#9592.01)	1	1			X			
6 cu	South Orange Sports Complex, 11800 S. Orange Ave., Orlando, FL, (#0039.01)	1	1				X		

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