

AMENDMENT NO. 4

Contract Y19-1057, Recycling Improvement Consulting Services

Effective Date: October 7, 2021

By mutual agreement, this contract is changed as follows:

1. Price is increased per Consumer Price Index (CPI) on all lines by 4%. See Fee Schedule Form (Rv.2).

All other terms, and conditions of the contract remain the same.

MIDATLANTIC SOLID WASTE
CONSULTANTS, LLC (MSW CONSULTANTS)

Board of County Commissioners
Orange County, FL

By: 

By: 

Print Name: John Culbertson

Print Name: Zulay Millan

Title: Vice President

Title: Procurement Division Assistant Manager

Date: 8/31/21

Date: September 15, 2021

FEE SCHEDULE FORM (RV.2)

Amendment 4

CONTRACT Y19-1057

Detailed Description	Unit of Measure	Current Unit Price	% of increase	Price Increase (CPI)	New Unit Price after increase
Principal	Per Hour	\$165.00	4%	\$6.60	\$171.60
Executive Consultant	Per Hour	\$150.00	4%	\$6.00	\$156.00
Senior Consultant	Per Hour	\$140.00	4%	\$5.60	\$145.60
Staff Consultant III	Per Hour	\$135.00	4%	\$5.40	\$140.40
Staff Consultant II	Per Hour	\$105.00	4%	\$4.20	\$109.20
Staff Consultant I	Per Hour	\$95.00	4%	\$3.809	\$98.80
Administrative Support	Per Hour	\$65.00	4%	\$2.70	\$67.60
Field Supervisor (Cart Monitoring)	Per Hour	\$64.75	4%	\$2.59	\$67.34
Team Leader (Cart Monitoring)	Per Hour	38.50	4%	\$1.54	\$40.04
Field Staff/Sorter	Per Hour	\$33.25	4%	\$1.33	\$34.58

AMENDMENT NO. 3

Contract Y19-1057, Recycling Improvement Consulting Services

Effective Date: October 7, 2021


By mutual agreement, this contract is changed as follows:


1. This amendment is to confirm that, by mutual consent, the subject contract is hereby renewed for the period of October 7, 2021 through October 6, 2022.
2. Price is increased per Consumer Price Index (CPI) on all lines by 4%. See Fee Schedule Form (Rv.1).

All other terms, and conditions of the contract remain the same.

MIDATLANTIC SOLID WASTE
CONSULTANTS, LLC (MSW CONSULTANTS)

Board of County Commissioners
Orange County, FL

By: 

By: 

Print Name: John Culbertson

Print Name: Perry Davis

Title: Vice President

Title: Contracts Manager, Procurement

Date: 7/28/2021

Date: 8/12/2021

FEE SCHEDULE FORM (RV.1)

Amendment 3

CONTRACT Y19-1057

Detailed Description	Unit of Measure	Current Unit Price	% of increase	Price Increase (CPI)	New Unit Price after increase
Principal	Per Hour	\$165.00	4%	\$6.60	\$171.60
Executive Consultant	Per Hour	\$150.00	4%	\$6.00	\$156.00
Senior Consultant	Per Hour	\$140.00	4%	\$5.60	\$145.60
Staff Consultant III	Per Hour	\$135.00	4%	\$5.40	\$140.40
Staff Consultant II	Per Hour	\$105.00	4%	\$4.20	\$109.20
Staff Consultant I	Per Hour	\$95.00	4%	\$3.809	\$98.80
Administrative Support	Per Hour	\$65.00	4%	\$2.70	\$67.60

AMENDMENT NO. 2

TERM CONTRACT NO. Y19-1057
FOR
RECYCLING IMPROVEMENT CONSULTING SERVICES

EFFECTIVE DATE: OCTOBER 7, 2020

The above contract is changed as follows:

This amendment is to confirm that, by mutual consent, the subject contract is hereby renewed for the period of October 7, 2020 through October 6, 2021.

All other prices, terms and conditions of the original contract remain the same.

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

**MidAtlantic Solid Waste Consultants, LLC
dba MSW Consultant**



Signature

WALTER DAVENPORT

Printed/Typed Name

PRESIDENT

Title

9/17/2020

Date

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



Ana Villalona, Contracting Agent

Date: 9/18/2020

AMENDMENT NO. 1
CONTRACT NO. Y19-1057, RECYCLING IMPROVEMENT CONSULTING SERVICES

EFFECTIVE DATE: APRIL 1, 2020

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

1. GENERAL TERMS AND CONDITIONS

- a. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES** is hereby added to the contract as follows:

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including, but not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities.

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

All other terms, conditions and prices remain unchanged.

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

**MIDATLANTIC SOLID WASTE
CONSULTANTS, LLC (MSW CONSULTANTS)**

By:  _____

Print Name: John Culbertson

Title: Vice President

Date: 03/25/2020

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

 _____

Zulay Millan

Assistant Manager, Procurement Division

Date: 03/25/2020

CONTRACT # Y19-1057

This Contract is made as of the 3rd day of October, 2019 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and MidAtlantic Solid Waste Consultants, LLC (MSW Consultants), a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 20-1872233.

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

ARTICLE 1 SERVICES

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

The COUNTY'S representative/liason during the performance of this Contract shall be David Gregory, telephone no. 407-254-9622.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on October 7, 2019 and complete all services by October 6, 2020.

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

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

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

ARTICLE 3 PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed One Million Six Hundred Thirteen Thousand Eight Hundred Twelve Dollars (\$1,613,812.00). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following:

1. Reference to the Delivery Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

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

ARTICLE 4 REQUIREMENTS CONTRACT

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

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

ARTICLE 5 INSURANCE REQUIREMENTS

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Contractor under this contract. 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 Contractor shall require and ensure that each of its 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 Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000(one million) per occurrence. 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 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 Contractor does not own automobiles the 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.

Required Endorsements:

- Workers' Compensation - The 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 Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the 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 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 Contractor of the obligation to provide replacement coverage.

By entering into this contract 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 Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then 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 Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

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 Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. 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 Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

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

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or delivery orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/delivery orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to all sub-Contractors utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-Contractors to the Business Development Division.
 2. The COUNTY may at its discretion require copies of subcontracts/delivery orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Contractors certifying that a prompt payment clause has been included in that contract or delivery order.
 3. The Contractor must include in the subcontract agreement:
 - a) Prompt Payment Clause to the M/WBE subcontractor
 - b) Payment schedule in all subcontracts and delivery orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County
 - c) The following statement: "It is the M/WBE responsibility to submit the required Quarterly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

ARTICLE 8 SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR/CONTRACTOR shall be responsible for reporting (SDV) sub-Contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations:-

- A. The CONTRACTOR shall be responsible for reporting SDV sub-CONTRACTOR contract dollar amount(s) for the SDV sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or delivery orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/delivery orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to all sub-Contractors utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a registered SDV sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-Contractors to the BDD.

2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-Contractors (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 DISPLACED WORKERS

CONTRACTOR has committed to hire zero (0) CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the CONTRACTOR to ensure that the process is properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONTRACTOR to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONTRACTOR will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONTRACTOR shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 10 FEDERAL AND STATE TAX

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

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

ARTICLE 11 AVAILABILITY OF FUNDS

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

ARTICLE 12 CONFLICT OF INTEREST

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

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

ARTICLE 13 UNIFORM COMMERCIAL CODE

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

ARTICLE 14 TERMINATION

A. Termination for Default:

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

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

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

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost

opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

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

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

B. Termination for Convenience

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

ARTICLE 15 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the

Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 16 PERSONNEL

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

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

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

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

ARTICLE 17 TRUTH IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 18 ARREARS

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

ARTICLE 19 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be

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

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

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

ARTICLE 20 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 CONTINGENT FEES

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

ARTICLE 22 ACCESS AND AUDITS

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

ARTICLE 23 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual

orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

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

ARTICLE 24 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

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

ARTICLE 25 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

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

ARTICLE 26 SCRUTINIZED COMPANIES

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

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

ARTICLE 27 MODIFICATIONS OF WORK

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

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

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

ARTICLE 28 CONTRACT CLAIMS

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

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

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

Failure to document a claim in this manner shall render the claim null and void.

Moreover, no claim shall be accepted after final payment of the contract.

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

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

ARTICLE 29 TOBACCO FREE CAMPUS

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

ARTICLE 30 VERIFICATION OF EMPLOYMENT STATUS

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

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

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

ARTICLE 31 LAWS AND REGULATIONS

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

ARTICLE 32 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 renewal intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

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

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

CPI-U Calculation Example:

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

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

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

ARTICLE 33 ENFORCEMENT COSTS

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

fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 34 JURY WAIVER

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

ARTICLE 35 GOVERNING LAW AND VENUE

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

ARTICLE 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.

ARTICLE 37 AUTHORITY TO PRACTICE

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

ARTICLE 38 SEVERABILITY

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

ARTICLE 39 SUCCESSORS AND ASSIGNS

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

ARTICLE 40 REMEDIES

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

partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 41 ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 42 NOTICE

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

Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

MidAtlantic Solid Waste Consultants, LLC (MSW Consultants)
11875 High Tech Avenue, Suite 150
Orlando, Florida 32817

ARTICLE 43 ATTACHMENTS

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

- A. Attachment A Solid Waste Hauler Collection Zones

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

CONTRACTOR:

MidAtlantic Solid Waste Consultants,
LLC DBA MSW Consultants



Signature

John Culbertson

Typed Name

Vice President

Title

10/04/2019

Date

ORANGE COUNTY, FLORIDA:

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



10/10/19

Date

EXHIBIT A
SCOPE OF SERVICES

I. BACKGROUND:

The Consultant shall provide support to the Orange County Solid Waste Division (Division) to assist in developing and executing a Recycling Quality Improvement Program. The Consultant shall provide the needed expertise and resources to assist the Division's Recycling Quality Improvement Program by providing field observation, reporting, and related services for residential units serviced by the Division. Additionally, the Consultant shall provide a variety of services to support the County's recycling and solid waste management program.

Orange County is located in Central Florida and is part of the Orlando-Kissimmee-Sanford Metropolitan Statistical Area, which includes Lake, Orange, Osceola, and Seminole counties. It comprises about 900 square miles of land area with thirteen incorporated municipalities within its boundary.

The Division contracts with private firms that provide collection of solid waste and recycling (known as Collection Contractors) to more than 217,000 residential units, principally single-family homes in the unincorporated area of Orange County. For the purposes of waste and recycling collection, the County is divided into five collection zones. Recyclables are delivered by the Collection Contractors to either the Materials Recycling Facility (MRF) located at the Orange County Landfill – 12100 Young Pine Rd., Orlando FL, 32829, or the McCormick Transfer Station - 701 W, McCormick Road, Apopka, FL, 32703.

The County's contractors collect recyclables once per week in a single-stream, using 95 or 65-gallon carts. The recyclables collected by collection contractors have a high percentage of non-recyclable materials in loads delivered to the recycling facilities. The County has initiated a Recycling Quality Improvement Program to address contamination reduction in the recyclables that residents place in the cart at the curb.

II. PROJECT SCOPE AND OBJECTIVES:

The Consultant shall provide professional services with the objective of supporting residential behavior change resulting in improved recycling quality. The Consultant shall also serve as an augmentation of staff performing duties with the objective of improving the quality of collected recyclables.

A. SCOPE OF SERVICES

The Consultant shall provide all services required to complete each selected project as directed by the County. The use of specialized subcontractors and contractors may be required to support each required task, these shall be included in the consultant's overhead.

The Consultant shall perform services listed herein as Task 1- 6, but not limited to the following:

Task 1. Provide program support development, administration, and coordination.

- a. Overall project and program administration and control activities.
- b. Conduct regular communications with County staff.
- c. Plan and organize the Consultant's activities in support of the County's Recycling Quality Improvement Program activities.

Task 2. Provide services supporting and performing field inspection of residential recycling carts.

- a. Planning, organizing, and directing field work
 - i. In coordination with County staff, the Consultant shall develop a work plan identifying routes, streets, and addresses to be surveyed for each phase of the project. The work plan shall be reviewed at least monthly, and updated as appropriate.
 - ii. The Consultant shall be responsible for hiring, training, and supervising activities of its field staff.
 - iii. The Consultant shall be responsible for all labor, transportation, safety equipment, and other materials needed for field work.
 - iv. The Consultant shall develop a safety and contingency plan and update for each phase of the project. The County shall have the opportunity to review and provide comments or request reasonable changes to the safety and contingency plan. County review or comment in no way indicates County approval of the plan or implies County responsibility for the plan.
 - v. The County will identify target area for each phase of project and coordinate activities with collection contractors.
- b. Performing recycling improvement field work and preparing field documentation
 - i. Provide all field resources including labor, transportation, and equipment to perform curbside audits of cart contents including, lifting the lids and inspecting cart contents, attaching educational tags to each cart, and recording data.
 - ii. The County will provide all printing services. The County will provide educational tags to document observation and provide curbside feedback to residents.
- c. Utilize hand-held technology (using a smart phone or other similar device) to direct personnel resources and collect data, and use software with GPS capabilities and live transmittal of data. For the initial period, data tracking system provided by Orange County grantor. The Recycling Partnership will be used. The Consultant shall equip its staff with appropriate hardware including hand-held units.
- d. Administration of field data and report preparation
 - i. Compile all data collected and regularly transmit it to the Division at mutually agreed upon intervals.

Task 2 Additional Scope Requirements:

- a. The Orange County Utilities Solid Waste Division's residential curbside collection program provides recycling receptacles for residents to place designated recyclables in accordance with Chapter 32 Section 32-160 of Orange County code. The designated recyclables are plastic bottles and containers labeled #1 through #5, metal cans, glass bottles and jars, cardboard, and paper. Any unacceptable material residents place in their recycle carts is considered contamination. The Division is refining a program to reduce the amount of contaminated material that is collected by

collection contractors and delivered to the MRF and McCormick Transfer Station by inspecting carts, attaching educational tags, and leaving contaminated carts behind.

The Consultant shall assist the Division with the field education and enforcement of the recycling program guidelines. Staff shall inspect the curbside recycling carts of a designated route(s) in unincorporated Orange County. The schedule, duration, and specific approach shall be developed on a Delivery Order basis.

The Consultant shall provide personnel and equipment, including transportation, as to assist the Division with education and enforcement of the recycling program guidelines. The Consultant shall complete a pre-determined portion of one or more recycling routes each day between 6 a.m. and 12 p.m. to observe which addresses have recycle carts curbside, inspect contents of curbside carts, fill out and attach a tag corresponding to the level of contamination, and leave educational material. The Consultant shall be responsible for transportation of all field staff to and from the work area. The Consultant shall provide answers to residents when asked questions regarding recycling. Carts that are tagged for contamination more than a specified number of times shall be turned around and pushed away from the curb. Photographs shall be taken of the contents of all carts turned around for non-collection. The Consultant shall record data for each address using handheld electronic devices (for input into an excel spreadsheet, or similar) which includes for each address if a cart was set out, the type of tag left on carts, if a cart was turned for non-collection, and the type of contamination observed.

Each collection day during the cart inspection process, the Consultant shall complete observation and tagging of recycle carts at a specified number of households per day for up to five days a week beginning at 6 am and until 12 pm. The same addresses must be visited every week for up to eight consecutive weeks. Work days may include any holidays excluding Thanksgiving Day and Christmas Day. If cart inspection occurs on a week containing Thanksgiving Day or Christmas Day, the field crew must work on the following Saturday.

The Consultant shall provide quality control for all aspects of the services rendered under the contract. Quality control includes ride-alongs and in-office coaching. The Consultant shall ensure that the inspection and tagging of carts, downloading of photographs, data input, and completion of weekly and final reports are accomplished in a timely and efficient manner.

The Consultant shall designate a Supervisor for field work performed each day and a Team Leader for each group of employees assigned to different collection routes. The Supervisor and Team Leader shall be provided with cell phones (or other means of communication acceptable to the County). The Consultant shall advise the Division daily of the contact names and contact information for the assigned Supervisor and Team Leader(s).

The Consultant shall communicate weekly with a representative of the County concerning critical issues which include coordination with the area collection contractor and program modifications.

The County will provide all printed material needed to tag carts. The County will provide route maps in electronic format to the Consultant and coordinate with the collection contractor(s). All data collected is the property of Orange County and shall not be shared or sold to a third party. Other duties within the scope of the contract may be required based on the needs of the County. The Consultant's work schedule may be altered or revised based on the needs of the County. The Consultant shall provide the reports and deliverables to Division as described in herein. Working hours may be revised based on the needs of the Division.

By the second day of each week, the Consultant shall prepare and submit to the Division a summary report that includes for the previously completed week:

- Number of addresses observed
- Number of carts set-out for collection
- Number of carts tagged for contamination
- Number of carts tagged for being acceptable
- Number of carts turned around for non-collection
- Each address that have received each behavior correction tag
- Type and quantity of customer interactions in the field
- Totals of contamination observed
- Staff worked (by name), hours each worked

On a monthly basis, the Consultant shall submit a monthly report summarizing its field activities in a format suitable to the County.

The Consultant shall train staff to lift the lid of recycle carts for observation, identify types of recyclables and garbage and asses levels of contamination, write and attach the educational tags and flyers, enter data onto appropriate media, turn around and push 95 gallon recycling roll carts, and communicate with residents as needed.

Modifications in the tasks of the Consultant may occur as directed by the County.

Task 3. The Consultant shall conduct waste and recycling composition studies and capture studies.

- a. Perform composition and sampling events as requested by the County.
- b. Provide all labor and equipment.
- c. Develop and provide to the County a sampling plan and safety plan for each event.
- d. For recycling composition studies, the Consultant shall collect a minimum of 50 samples, from five zones, over five days, at two locations and evaluate up to 30 material categories for each sample.
- e. For waste composition studies, the Consultant shall collect a minimum of 50 samples, from five zones, over five days, at two locations and evaluate up to 45 material categories for each sample.
- f. Perform collection and statistical analysis in conformance with (ASTM) American Society for Testing and Materials International Method E889-82 (2014) or similar method as agreed to by County.

- g. Prepare a draft report for review by the County. The County will provide comments and meet with the Consultant to review. The Consultant shall prepare final report suitable for distribution.
- h. The County will coordinate work location for each study.

Task 4. The Consultant shall support County staff on composition and contamination evaluation at facilities receiving County recyclables.

- a. Provide assistance with periodic reviews of materials delivered to McCormick Transfer Station and the MRF.
- b. Provide field staff to observe incoming loads and document contamination rates.
- c. Conduct training session with staff to calibrate on-going contamination assessments.
- d. Assist with data collection and analysis.
- e. The County will coordinate field observation activities with recycling processors and receiving facilities.
- f. All field work under this task is anticipated to be conducted at the McCormick Transfer Station or the MRF.

Task 5. The Consultant shall assist with surveys and focus groups.

- a. Create surveys and conduct focus groups to gather information about recycling and solid waste management issues identifying barriers to recycling and solutions to contamination issues.
- b. Develop surveys, collect responses, prepare summary reports.
- c. Prepare surveys to be distributed using U.S. Postal Service, telephone, and internet communication.
- d. Identify, coordinate, and conduct focus groups with County residents or business owners.
- e. Focus groups shall be conducted with six to 12 individual for (2) two to (4) four hours at a County designated location.
- f. The County will print and provide postage associated with any surveys.
- g. The County will be responsible for meeting locations and facility support for any focus groups.

Task 6. The Consultant shall perform other assignments related to waste management or recycling as directed by the County

- a. The Consultant may be directed to provide additional assistance in support of the County's solid waste management and recycling program included, but not limited to the services listed below. Explicit assignments to the Consultant will be detailed in individual Delivery Orders issued by the County.
 - i. Perform market studies and market trend studies
 - ii. Evaluate the County's recycling processing contractor's performance
 - iii. Review of industry trends and issues
 - iv. Measure and track performance of recycling contractor
 - v. Evaluate of waste management activities and preliminary advice related to new programs and program changes

B. PERSONNEL REQUIREMENTS

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

The Consultant shall furnish each employee involved in the performance of this contract with safety vest, shirt, or jacket which clearly displays the name of Consultant and identifies field staff as "Recycling Quality Improvement Team" (or other identifier as agreed to by County and Consultant). The Consultant's employees shall wear professional looking attire compatible with the field work being performed at all times. Excessively soiled, torn, or shabby work clothes shall be promptly replaced by the Consultant. The employees' attire shall comply with Applicable Law and industry safety standards.

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

The County shall have the right to instruct the Consultant to remove any worker from the project at the County's sole discretion. Such directive shall be performed promptly by the Consultant, and any such removal may not be subject to appeal or claim for damages against the County by the Consultant or the employee. The Consultant shall take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

C. SAFETY REQUIREMENTS

The Consultant shall take reasonable precautions for the safety of its personnel and affected public, and it shall provide all reasonable protection to prevent damage/injury or loss to its employees on the job. The Consultant shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, and the requirements of all operations. The Consultant, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public. The Consultant shall promptly remedy damage and loss to property caused in whole or in part by the Consultant, its subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The Consultant shall exercise utmost care and carry on such activities under supervision of properly qualified and or competent personnel. The Consultant shall promptly address any damage caused by its employees or contractors. Failure to cure such damage to the County's satisfaction may result in the County performing or contracting for such work and billing the Contractor for such service and deducting such costs from its invoice.

III. PROJECT SCHEDULE AND DELIVERABLES:

A. Schedule for Task 1 and Task 2

1. Within one week of Notice to Proceed (NTP) – The Consultant shall meet with County to discuss work plan development and execution of this contract.
2. Within one week of NTP:

- a. The Consultant shall meet with Division staff to develop initial work plans and scope initial Delivery Order (DO) requests.
 3. Within two weeks of NTP:
 - a. The Consultant shall provide to County initial Delivery Order (DO) requests for Task 2 work.
 - b. The Consultant shall provide documentation of hiring of appropriate field staff.
 4. Within 5 calendar days of DO issue by County:
 - a. The Consultant shall provide documentation all field staff have been trained.
 - b. The Consultant shall provide initial drafts of safety plan and contingency plans.
 - c. The Consultant shall provide initial work plan for field work.
 5. Within 10 calendar days of DO issue by County:
 - a. The Consultant shall initiate field work identified in work plan.
 6. Within 30 calendar days of NTP:
 - a. The Consultant shall initiate field work with up to 8 field personnel performing curbside inspections as directed by the Division (if requested)
 - b. The Consultant shall provide initial drafts of reports as described in the SOW for each initiated DO
 7. Within 60 calendar days of NTP:
 - a. The Consultant shall initiate field work with up to 20 field personnel performing curbside inspections as directed by the Division (if requested)
- B. Deliverables for Tasks 1 and 2
1. Daily
 - a. Summary of addresses of carts that were turned around for non-collection by the end of each day of field inspection
 2. Weekly
 - b. Summary of previous week's work as described in Scope of Services
 3. Monthly
 - c. Provide summary report compiling data collected for previous month.
 - d. Provide description of all work completed
 - e. Coordinate with County on next month's work plan
 - f. Submit monthly invoices
 4. At the end of each tagging session, the Consultant shall provide a final report that includes:
 - g. Number of addresses observed each day and each week

- h. Number and percentage of carts set out for collection
- i. Number and percentage of carts tagged for contamination
- j. Number and percentage of carts tagged for being acceptable
- k. Number and percentage of carts turned around for non-collection
- l. Each total of addresses for count of each tag
- m. Statistical analysis of tagging results over time
- n. Type and quantity of customer interactions in the field
- o. Totals of contamination observed
- p. Recommendations on methods to improve the tagging program and recycling education
- q. Field notes

C. Schedule for Task 3, 4, and 5

- 1. Within one week of request from County, the Consultant shall meet with County to discuss work plan and development of DO request.
 - a. Within one week of meeting, the Consultant shall provide draft DO, work plan and schedule for completion.
 - b. Each month the Consultant shall submit an invoice for each active DO and provide a narrative describing work completed the previous month, the status of each DO underway, and provide a schedule of work completed and the schedule to complete the DO.

D. Deliverables for Task 3, 4, and 5

- 1. Deliverables for each task will be detailed in the DO for each assignment.
- 2. Unless specifically described in individual DO's deliverables for each assignment shall include:
 - a. Project work plan.
 - b. Project schedule.
 - c. Draft report submitted in electronic format acceptable to the County due within 14 calendar days of project completion.
 - d. Final report submitted in electronic format acceptable to the County due within 14 calendar days of Consultant receiving draft report comments from County.
 - e. Submit final invoice within 30 calendar days of completion of each DO.

IV. PROJECT ASSIGNMENTS ON DELIVERY ORDER BASIS:

Assignments will be coordinated on a Delivery Order (DO) basis. Each DO must be approved by the County's project manager. Work assignments will be issued via DO following established County procedure.

The Consultant will be provided a DO request for each assignment and each DO request shall be reviewed and negotiated with the County's project manager as appropriate. Each DO request shall be in accordance with the fee schedule herein and include:

- A. Detailed cost proposal describing labor hour build-up for the work
- B. Schedule for performance
- C. List of assigned key personnel and responsibilities
- D. Schedule of deliverables
- E. Schedule of meetings

**EXHIBIT B
FEE SCHEDULE**

**FEE SCHEDULE FORM
RFP#Y19-1057-SW**

The Consultant shall provide all labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form. Any questions related to the fee schedule shall submitted be in writing prior to the question due date.

IMPORTANT:

1. Hourly rates and rates per study shall include all supplies, overhead and support.
2. This is an all-or-none award. **Proposers shall provide a fee for all areas listed. Failure to provide a fee for all line items listed shall result in the proposal being deemed non-responsive.**
3. Pricing for Task 3 shall be supplemented with an itemized listing of tasks and hours and the associated hourly rates and positions proposed.

Task 1 : Services are based on an estimate of 12 months of supervision per year.

Task 1: Program Support Development, Administration and Coordination	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Principal	Per Hour	\$ 165.00	24	\$ 3,960
Executive Consultant	Per Hour	\$ 150.00	96	\$ 14,400
Senior Consultant	Per Hour	\$ 140.00	144	\$ 20,160
Staff Consultant III	Per Hour	\$ 135.00	24	\$ 3,240
Staff Consultant II	Per Hour	\$ 105.00	24	\$ 2,520
Staff Consultant I	Per Hour	\$ 95.00	24	\$ 2,280
Administrative Support	Per Hour	\$ 65.00	48	\$ 3,120
Total Estimated Annual Price for TASK 1			384	\$ 49,680

Task 2 : Services are based on an estimate of 12 events of 4 weeks each for all 5 zones.

Task 2: Support and Perform Field Inspection and Residential Recycling Carts	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Staff Consultant I	Per Hour	\$ 95.00	480	\$ 45,600
Field Supervisor	Per Hour	\$ 64.75	1,920	\$ 124,320
Team Leader	Per Hour	\$ 38.50	7,200	\$ 277,200
Field Staff	Per Hour	\$ 33.25	28,800	\$ 957,600
Administrative Support	Per Hour	\$ 65.00	192	\$ 12,480
Total Estimated Annual Price for TASK 2			38,592	\$ 1417,200

Task 3: Services are based on an estimate of 2 recycling studies and 1 waste composition every year.

NOTE: Each study listed below shall be supplemented with an itemized listing of tasks and the associated hourly rates.

Task 3: Conduct Waste and Recycling Composition Studies and Capture Studies	Unit of Measure	Unit Price	Estimated Quantity	Estimated Total Price
Recycling Composition Study	Per Study	\$ 25,793	2	\$ 51,586
Waste Composition Study	Per Study	\$ 27,214	1	\$ 27,214
Total Estimated Annual Price for TASK 3			3	\$ 78,800

Task 4: Services are based on Staff Consultant servicing at MRF or Transfer Station for an estimate of once per week each month.

Task 4: Support County Staff Staff on Composition and Contamination Evaluation at Facilities	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Staff Consultant I	Per Hour	\$ 95	480	\$ 45,600
Total Estimated Annual Price for TASK 4				\$ 45,600

Task 5: Services are based on an estimate of two (2) focus groups per year.

Task 5: Assist with Surveys and Focus Groups	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Executive Consultant	Per Hour	\$ 150.00	32	\$ 4,800
Staff Consultant III	Per Hour	\$ 135.00	64	\$ 8,640
Total Estimated Annual Price for TASK 5			96	\$ 13,440

Task 6: Services based on an estimate of two (2) miscellaneous events per year as requested by the County.

Task 6: Miscellaneous Assignments requested by the County	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Principal	Per Hour	\$ 210.00	8	\$ 1,680
Executive Consultant	Per Hour	\$ 175.00	8	\$ 1,400
Senior Consultant	Per Hour	\$ 160.00	8	\$ 1,280
Staff Consultant III	Per Hour	\$ 145.00	8	\$ 1,160
Staff Consultant II	Per Hour	\$ 140.00	8	\$ 1,120
Staff Consultant I	Per Hour	\$ 105.00	8	\$ 840
Field Supervisor	Per Hour	\$ 65.00	8	\$ 520
Team Leader	Per Hour	\$ 38.50	8	\$ 308
Field Staff	Per Hour	\$ 33.00	8	\$ 264
Administrative Support	Per Hour	\$ 65.00	8	\$ 520
Total Estimated Annual Price for TASK 6			80	\$ 9,092

Total Estimated Annual Price for TASKS 1 - 6

\$ 1,613,812

Company Name: MidAtlantic Solid Waste Consultants, LLC (MSW Consultants)

We understand that this form is to be used for evaluation of overall pricing and that the hours shown are reasonable approximations of the expected level of effort. We have completed the table under this assumption. However, it is also noted that actual tasks will be negotiated on a Delivery Order basis. For this reason, we have attached the rate sheets for MSW Consultants, ecoPreserve, and Kessler Consulting on the pages immediately following. The reason for this is that each Team member maintains different rates for the same title as shown in the Fee Schedule Form, and in some cases the rate difference may be significant.

Other notes to the Fee Schedule Form include:

- A detailed budget table is provided for the Task 3 waste composition and recycling composition studies. It is assumed that each study would result in a stand-alone report. Specific sampling targets, data analysis needs, and report expectations will be determined with input from the County.
- It is assumed that each Project Team member would charge the rates as shown on their rate table to the extent they participate in Task 1. The rates shown on the Fee Schedule Form reflect the rates charged by MSW Consultants as the prime contractor.
- Tasks 2, 3 and 4 rates will be honored by all Project Team members. In other words, the rates shown on the Fee Schedule Form will not change regardless of which Team member is performing the work.
- Task 5 rates reflect the expectation that Team member ecoPreserve will take the lead on surveys and focus groups. Should the County prefer these tasks be performed by other Project Team members, the appropriate rate from that Team member's rate sheet would apply.
- Task 6 rates reflect the expectation that Team member Kessler Consulting, Inc. may contribute to a number of the possible sub-tasks listed in Task 6. Should the County prefer these tasks be performed by other Project Team members, the appropriate rate from that Team member's rate sheet would apply.
- Labor rates for each Project Team member escalate on annual basis. It is proposed that the escalation rate be set at two percent per year.
- Project expenses will be passed through at cost as stated on individual rate sheets.



2019 BILLING RATES – ORANGE COUNTY

The following tables present MSW Consultants hourly labor rates and other service fees and billing policies.

Position	Hourly Rate
President/Vice President	\$165.00
Executive Consultant	\$150.00
Senior Consultant	\$140.00
Staff Consultant III	\$135.00
Staff Consultant II	\$105.00
Staff Consultant I	\$95.00
Administrative Assistant	\$65.00
Field Supervisor (Cart Monitoring)	\$64.75
Team Leader (Cart Monitoring)	\$38.50
Field Staff/Sorters	\$33.25

Expense	Charge
Personal/Company Car	Prevailing Federal mileage reimbursement rate
Local Travel Expenses (tolls, parking)	As Incurred
Hotel	As Incurred
Meals	\$48 per diem
Airfare	As Incurred, Coach
Car Rental	As Incurred, Midsize or smaller
Specialty Vehicle Rental	As Incurred
Duplicating	\$.10 per b/w copy \$.50 per color copy
Telephone	Direct cost allocated by usage
Graphics and Art	As Incurred
Shipping and Delivery Service	As Incurred
Subcontractors	As Incurred + 10%
Computer Charges	\$2.50 per Hour
Outbound Fax	\$1.00 per Page

MSW Consultants rates are subject to adjustment annually.



BILLING RATES

Position	Rate Billed to Orange County
Principal	\$165.00
Executive Consultant	\$150.00
Staff Consultant III	\$135.00
Staff Consultant I	\$95.00
Field Supervisor	\$64.75
Team Leader	\$38.50
Field Staff	\$33.25

Project expenses will be billed at cost.

BUSINESS ADDRESS

- 530 East Central Blvd, Suite 1004, Orlando, FL 32801

FEDERAL TAX ID

- 27-3246669

Kessler Consulting, Inc.

2018 RATE SCHEDULE

Labor: Professional services will be provided at the billing rates set out below. These rates include all overhead and direct and indirect costs. KCI shall provide additional personnel as needed and approved by the Client to perform the services specified by the contract. KCI invoices monthly for work completed, and payment is due upon receipt of the invoice.

POSITION	RATE
Principal	\$210/hour
Project Director	\$175/hour
Project Manager	\$160/hour
Senior Consultant II	\$145/hour
Senior Consultant I	\$140/hour
Consultant II	\$105/hour
Consultant I	\$95/hour
Research Analyst II	\$85/hour
Research Analyst I	\$75/hour
Administrative / Technical Support	\$60/hour

Expenses: All expenses (travel, copies, postage, telephone, etc.) will be billed to the client at cost without markup as per Sections 112.061 (7) and (8), of Florida Statutes.

Recycling Composition Study (EACH)

Position	Hourly Rate	Principal		Staff Consultant III		Senior Consultant		Staff Consultant II		Staff Consultant I		Admin.		Field Staff		Total			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Expenses*	Total
Project Initiation & Sampling Plan		6				10	\$140			6	\$95	6	\$65			28	\$3,590	\$70	\$3,660
Recycling Composition Study						12	\$140	46	\$105	46	\$95	46	\$65	120	\$33	212	\$13,160	\$1,857	\$15,017
Analysis & Reporting								8		18		4		4		58	\$6,970	\$146	\$7,116
Total		18		4		4		60		70		4		4		298	\$ 23,720	\$ 2,073	\$ 25,793

*Expenses Include:

PPE

Misc. Supplies

Rental Vehicle and Fuel

If tent is needed, it will be invoiced at cost

Waste Composition Study (EACH)

Position	Principal	Staff Consultant	Senior Consultant	Staff Consultant	Staff Consultant	Staff Consultant	Admin.	Field Staff	Total Hours	Total Labor Cost	Expenses*	Total
Hourly Rate	\$165	\$125	\$140	\$105	\$95	\$65	\$33					
Project Initiation & Sampling Plan	6		10	6	4				26	\$3,590	\$70	\$3,660
Recycling Composition Study				46	46		160		252	\$14,480	\$1,958	\$16,438
Analysis & Reporting	12	4	12	8	18	4			58	\$6,970	\$146	\$7,116
Total	18	4	22	60	68	4	160	336	336	\$ 25,040	\$ 2,174	\$27,214

*Expenses Include:

- PPE
 - Misc. Supplies
 - Rental Vehicle and Fuel
- If tent is needed, it will be invoiced at cost*

PROPOSAL COVER PAGE

Company Name: MidAtlantic Solid Waste Consultants, LLC (MSW Consultants)

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

TIN#: 20-1872233 D-U-N-S® # 174225958

11875 High Tech Avenue, Suite 150 Orlando
(Street No. or P.O. Box Number) (Street Name) (City)

Orange FL 32817
(County) (State) (Zip Code)

Contact Person: John Culbertson

Phone Number: 407-380-8951 Fax Number: 800-679-9220

Email Address: jculbertson@mswconsultants.com

EMERGENCY CONTACT

Emergency Contact Person: Walt Davenport

Telephone Number: 301-607-6428 Cell Phone Number: 301-788-5169

Residence Telephone Number: n/a Email: wdavenport@mswconsultants.com

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1, Date 5/7/2019 Addendum No. 2, Date 5/14/2019

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


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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email
John Culbertson	Vice President	407-380-8951
jculbertson@mswconsultants.com		

	5/20/2019
(Signature)	(Date)
Vice President	
(Title)	
MSW Consultants	
(Name of Business)	

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation Limited Liability Company

(a)

(b) **State of Incorporation:** Florida

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

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

Federal I.D. number is: 20-1872233

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

May 14, 2019
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSAL (RFP) #Y19-1057-SW, ADDENDUM NO. 2
RECYCLING CONSULTING SERVICES

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. Questions and Answers:

QUESTION 1 : Does the County plan to remove the MWBE requirement? The WMBE requirement is essential for the possibility of minority participation in this project. Two of the four consultants that attended the pre-proposal conference today were certified Orange county minority companies and qualify to participate in this project.

ANSWER 1: See response to Addendum #1, question 1.

QUESTION 2: If possible please provide a copy of the Waste Composition Study performed last year.

ANSWER 2: Study is attached to Addendum #2.

QUESTION 3: General: Would the County be able to extend the deadline for submission of proposals by 1 week (to May 30)? This RFP is seeking a significant, rapid commitment and we would appreciate an extra week.

ANSWER 3: Yes. The Division approves this request. The RFP due date has been extended to Thursday, May 30, 2019 no later than 2pm. Proposals will not be accepted after this revised due date and time.

Question 4: Sec 1, Paragraph 5: It is possible that some subcontractors would not customarily carry all of the listed insurance (e.g. Prof Liability). Please confirm that subcontractors should only carry the insurance coverages which pertain to the role they are playing.

ANSWER 4: Tasks 3 & 6 warrant errors and omissions coverage/professional liability. The County agrees that the coverage for the subs can be based off of what role they are playing. However, all subs should definitely carry the standard insurance requirements to include Commercial General Liability, Automobile Liability, and Worker's Compensation.

QUESTION 5: Sec 2, II. Task 2.a.i. Please clarify that the County will guide the identification and selection of routes and streets to be audited and will provide route maps and/or path route data from its GIS system and the consultant is not expected to generate this information.

ANSWER 5: The County will identify target areas and provide route maps of areas to be surveyed for each event to the Consultant in electronic format.

QUESTION 6: Sec 2. III. A.7. Would the County consider extending the ramp up to 20 personnel from 60 to 90 days?

ANSWER 6: The County will allow ramp up to 16 people (estimated as four field teams) to be completed in 60 calendar days (if requested by the County), with ramp up to 20 (estimated as five field teams) personnel in 90 calendar days, (if requested by the County).

QUESTION 7: Sec 2. III. B.4. Please clarify what, if any, of the data listed here is collected by the County-provided software and handheld, and also confirm that the consultant will have access to this data.

ANSWER 7: Software will collect data on raw numbers related to tagging effort. Consultant will be required to perform data analysis and provide anecdotal information.

QUESTION 8: Sec 3. M/WBE We understand the County is considering the removal of the W/MBE goal. We have no opinion on this action.

ANSWER 8: See response to question 1 of Addendum #1.

QUESTION 9: Sec 3. Page 7. Par E. This section indicates that letters of intent must indicate the percentage of overall contract fees to be contracted. Yet, the work will be performed on a Delivery Order basis. Hence it is not possible to know at the time of proposal submittal what the percentage will be. Please clarify that the proposal should state the general scope of work to be performed, but that the percentages will be determined individually for each Delivery Order.

ANSWER 9: In this case, the firm's proposal is based on the general scope of work to be performed. Therefore, the percentages should be based on the overall total estimated bid, per the Bid Response Form. Please see your firm's completed bid response form to determine percentages if necessary.

QUESTION 10: Sec 3. Page 9: Middle paragraph reads: "Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees for the duration of the contract." However, work will be assigned and performed on a Delivery Order basis and it seems possible that the contract may be in effect for

periods of time when no Delivery Order is under way. Can this sentence be modified to read “for the duration of the Delivery Order”?

ANSWER 10: No, these are bonus points. In order receive the bonus points, the displaced worker (s) much be hired to work for the duration of the project.

QUESTION 11: Location Form: Please clarify what is to be filled out for the Prime Contractor on this form. Specifically, there are four entries for the Prime Contractor. Is this supposed to show the headquarters plus satellite offices? Perhaps this is supposed to list the locations of the assigned key staff? We recommend that the Prime Contractor form show locations of key staff (i.e., if a prime contractor intends to assign a key staff person who resides in another state, it would seem to be material to the “Location” criteria, yes?)

ANSWER 11: The form should be included in its entirety. The firm should indicate any location work would be performed.

QUESTION 12: Sec 2, II. Task 2.c. We understand that the County will provide software to initiate the project. Who is providing the hardware (i.e., smartphone or tablets)? Also, we understand that the consultant may opt to use its own software at some point. Please clarify: will the County-provided software be available to the consultant for the duration of the project or will the consultant be required to come up with another software solution at some point in the project?

ANSWER 12: See answer to addendum 1, item 3.

QUESTION 13: Sec 2. III. A.6. Would the County consider extending the ramp up to 8 personnel from 30 to 60 days?

ANSWER 13: No. The County will not consider extending the ramp up to 8 personnel from 30 to 60 days.

QUESTION 14: Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the overall contract fees to be contracted to the listed subcontractor.

ANSWER 14: Yes.

B. ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.

- b. All other terms and conditions of the RFP remain the same.

- c. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm

Recycling Improvement Pilot Study August 31, 2018

Background

- From June 28, 2018 to August 16, 2018, Orange County Solid Waste staff conducted a recycling improvement pilot study (Pilot). During the Pilot, 643 recycling carts were observed and tagged to reduce contamination in single-family residential recycling carts.
- The goals of the Pilot were:
 - Test effectiveness of direct feedback via cart tags and non-collection over multiple visits to the same household (HH).
 - Assess level of effort required to tag carts providing input for developing a countywide program.
 - Assess how feedback messaging impacted the quality of recyclables collected.
 - Assess the impact cart tagging has on the participation rate and weekly set out rate.
 - Measure reduction in contamination of material set-out for collection based on acceptance of recycling loads.
 - Test media strategy and gauge response.

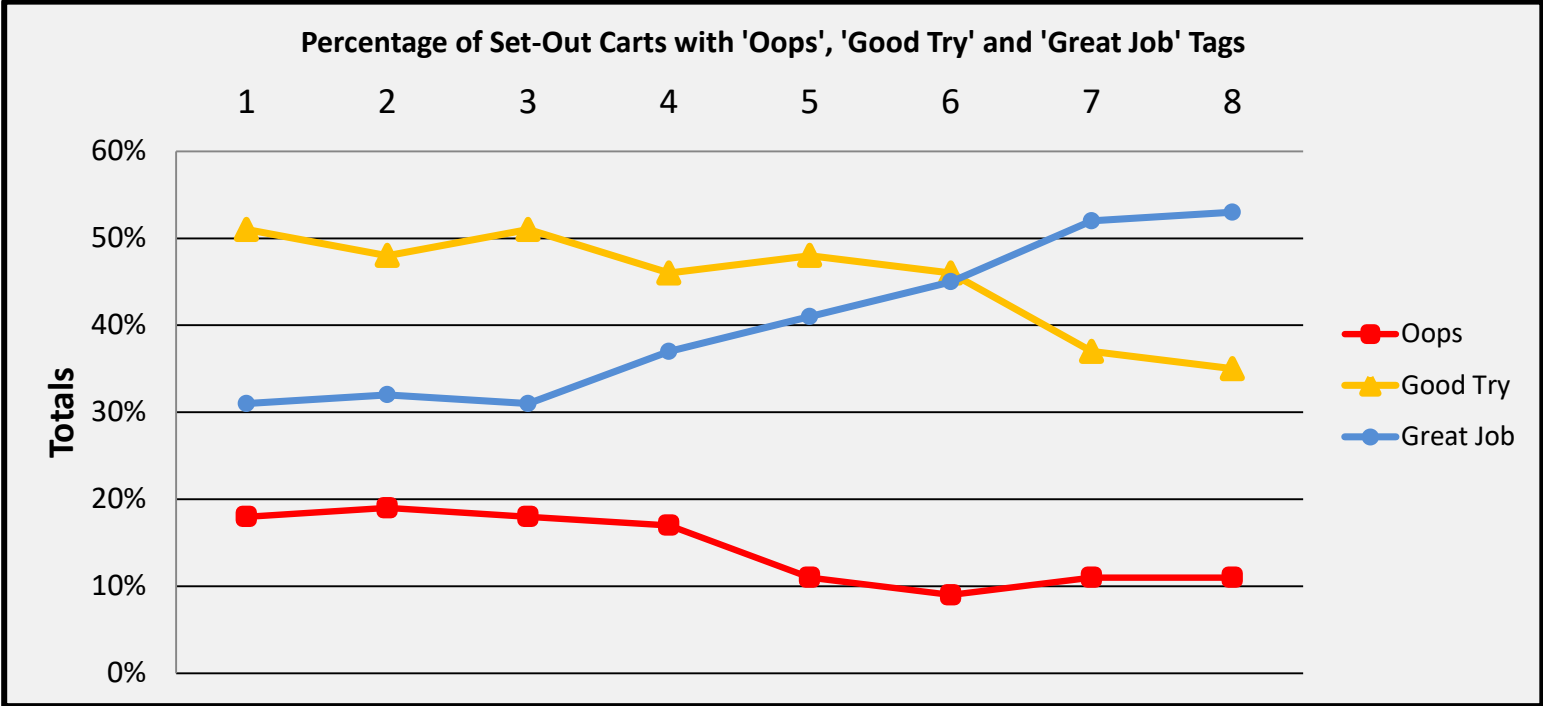
Primary Findings

- Of the 2,965 set-outs recorded, 421 resulted in an ‘Oops’ tag, 1,342 resulted in a ‘Good Try’ tag and 1,190 resulted in a ‘Great Job’ tag. The trend over eight weeks was an increase in ‘Great Job’ tags, and a slight decrease in ‘Good Try’ and ‘Oops.’ *See Figure 1.*
- Eight HH had their carts turned around for non-collection at least once after receiving five or more ‘Oops’ tags. Of those eight HH, three had their cart turned around more than once. Meaning some residents appeared to make absolutely no attempt to recycle properly.
- During two out of the eight weeks, the load was accepted (weeks 4 & 5). While the number of ‘Great Job’ tags increased, several factors contributed to rejection:
 - A single piece of HHW is cause for rejection.
 - Lower volume in ‘Great Job’ carts and higher volume in contaminated carts.
 - The largest numbers of tags issued were ‘Good Try’. Such tags were issued when the carts were contaminated by less than half of the material. Many residents accepted this tag to mean recycling was “good enough,” but the accumulated contaminants caused loads to be rejected.
 - The most common contaminants observed by far were plastic bags, film, and wrap. Following behind was Styrofoam and “Yuck” items such as food, liquids, and dirt. *See Figure 2.*
- Approximately 61 percent of HH placed recyclables out for collection each week.
- Over the eight week Pilot, 96 percent of HH set out their recycling cart at least once.
 - Positive customer feedback was received from many customers that interacted with field crews.

Recommendations

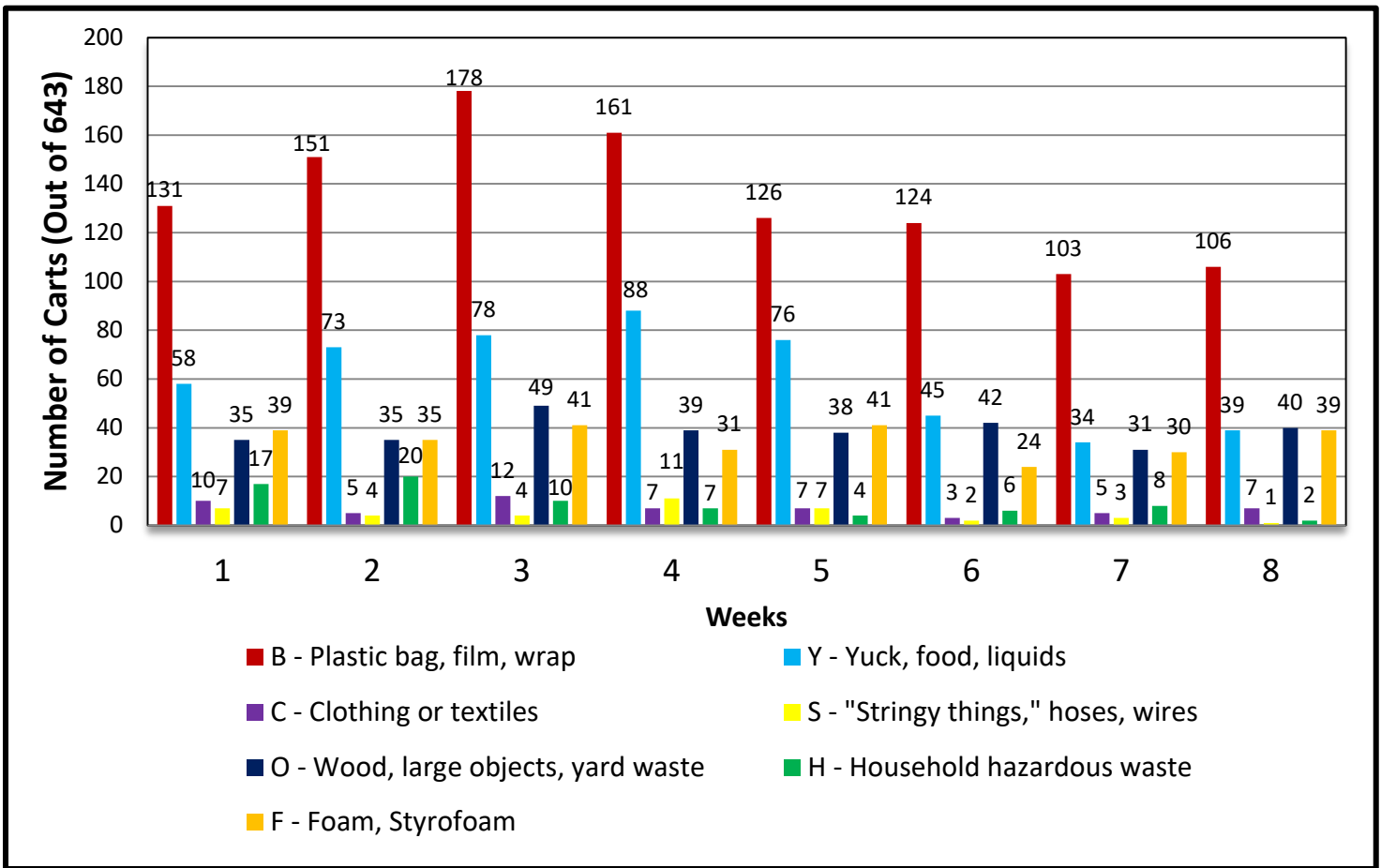
- Eliminate ‘Good Try’ tag and use only two: ‘Great Job’ and ‘Oops.’ Good Try tags appear to confuse customers. Allowing moderate amounts of contamination resulted in loads being rejected.
- Stop collecting contaminated carts on the third ‘Oops’ tag, instead of the fifth. Additional Oops tags did not result in residents reducing the contamination placed in carts.
- Adjust contamination standard for placing an ‘Oops’ tag at greater than 15 percent contamination., and a ‘Great Job’ tag at less than 15 percent contamination.
- In the pilot area, five inspectors were needed to tag 643 homes in less than 4.5 hours. To stay ahead of the truck, inspectors needed to start around 6 a.m. and finish by noon.
- Paper tracking documents proved cumbersome, and mobile technologies are available that should improve field data collection.
- Remove carts at addresses that continue to recycle improperly.
- If household hazardous waste (HHW) is observed in any cart, the cart should be automatically tagged and turned around for non-collection because any amount of HHW will cause a load to be rejected.
- If any amount of plastics bags, film, or wrap are observed by cart inspectors, the cart should automatically receive an ‘Oops’ tag because they are the most common and problematic contaminants.

Figure 1 Tag Trends



	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Addresses Tagged out of 643	477	643	633	643	638	643	596	616
Not Set Out	159	284	217	239	256	259	256	254
Great Job Tag	100	116	128	151	156	172	176	191
Good Try Tag	161	173	212	185	183	177	126	125
Oops Tag	57	70	76	68	42	32	36	40
Carts Turned Around	N/A	N/A	N/A	N/A	1	3	2	6

Figure 2 Contamination Trends



Total Carts with Specified Contamination

Contaminants	W1	W2	W3	W4	W5	W6	W7	W8
B - Plastic bag, film, wrap	131	151	178	161	126	124	103	106
Y - Yuck, food, liquids, dirt	58	73	78	88	76	45	34	39
C - Clothing or textiles	10	5	12	7	7	3	5	7
S - 'Stringy things,' hoses, wires	7	4	4	11	7	2	3	1
O - Wood, large objects, yard waste	35	35	49	39	38	42	31	40
H - Household hazardous waste	17	20	10	7	4	6	8	2
F - Foam, Styrofoam	39	35	41	31	41	24	30	39
Total:	297	323	372	344	299	246	214	234

ORANGE COUNTY RESIDENTIAL RECYCLING COMPOSITION STUDY

Orange County Utilities
Solid Waste Division
5901 Young Pine Road
Orlando, FL
Contract #Y13-902

SCS ENGINEERS

hsagolden
engineering environmental solutions

09213200.37 | March 4, 2019

5850 S. Semoran Boulevard
Orlando, FL 32822
407-204-3231

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1 EXECUTIVE SUMMARY

Orange County Utilities Solid Waste Division retained SCS/HSA Golden Joint Venture (SCS/HSA) under Contract #Y13-902 to perform a recycling composition study for Orange County, Florida (County). As part of this project, SCS/HSA identified material categories for sorting, developed a methodology for sampling and sorting of materials and conducted a five-day sampling event at the two County recycling collection facilities. The following report provides a review of the sorting activities, summarizes the recyclable sampling data, and includes a statistical analysis and a composition profile for each County Collection Zone.

FIELD SORTING EVENTS

From November 12-16 2018, SCS/HSA obtained and manually sorted fifty samples from the County's curbside recycling program. Materials from County Collection Zones 3, 4, and 5 were sampled and sorted at the County's Recovered Materials Processing Facility (RMPF) at the Orange County Solid Waste Management Facility. Materials from County Collection Zones 1 and 2 were sampled and sorted at the McCormick Transfer Station (Transfer Station) in Apopka.

An SCS/HSA's Sampling Manager supervised a sorting crew of four to six people at the two facilities. He coordinated with the tipping floor attendants and heavy equipment operators to obtain samples from selected trucks. The volume of each sample amounted to what could fit in about three 96-gallon refuse carts. The crew manually sorted into 26 different material categories and then recorded each material category's weight. Information on each sample, including the hauler, collection zone, day/time of the sample, and if the load was accepted/rejected, was also recorded.



Sorting Recyclable Materials at the RMPF

STUDY RESULTS

Figure 1 provides a summary of the overall recycling stream. 62.1 percent of the materials collected during the recycling composition study were program-accepted material and 37.9 percent were non-program materials. Paper comprised the largest portion of the program-accepted recyclable material stream at 43.3 percent, followed by plastic at 9.5 percent, and glass at 5.8 percent. For the non-program material portion, 13.1 percent were fines, followed by 7.6 percent non-program plastic items (bags, film, polystyrene, etc.), and 7.0 percent other miscellaneous non-program items.

Figure 1. Overall Residential Recycling Composition

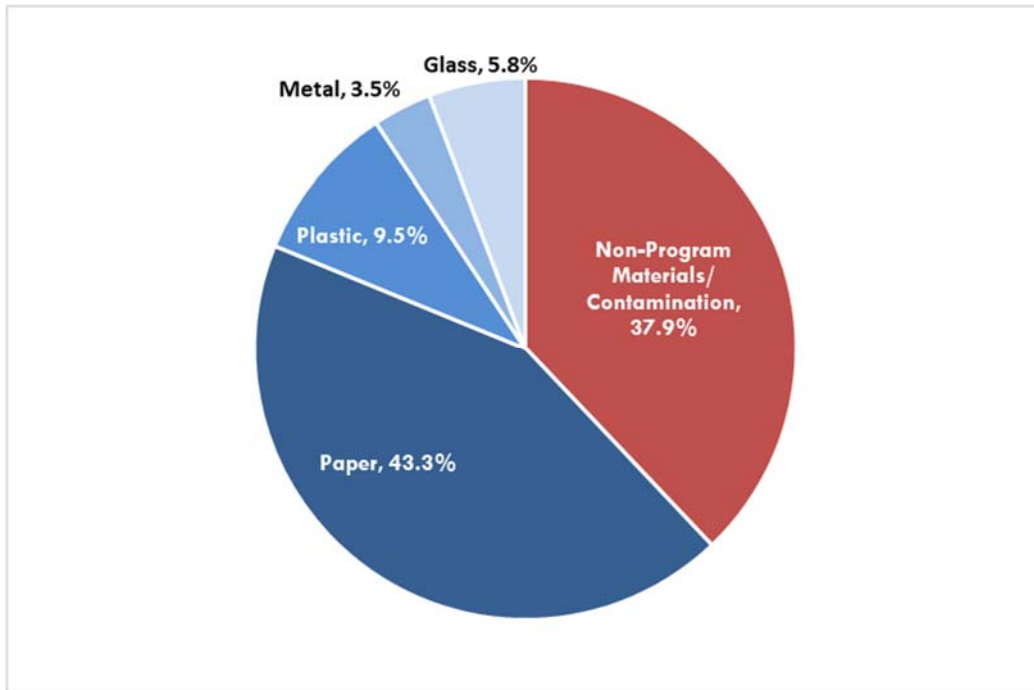


Table 1 provides a detailed profile of the overall residential recycling stream composition for the 26 material components. For each material component, the mean, standard deviation, and 90 percent confidence intervals are included. The sum of the mean compositions for individual material components in a particular category (i.e. paper, plastic, metal, etc.) equals the percentage shown for that category.

Table 1. Overall Residential Recycling Composition – Detailed

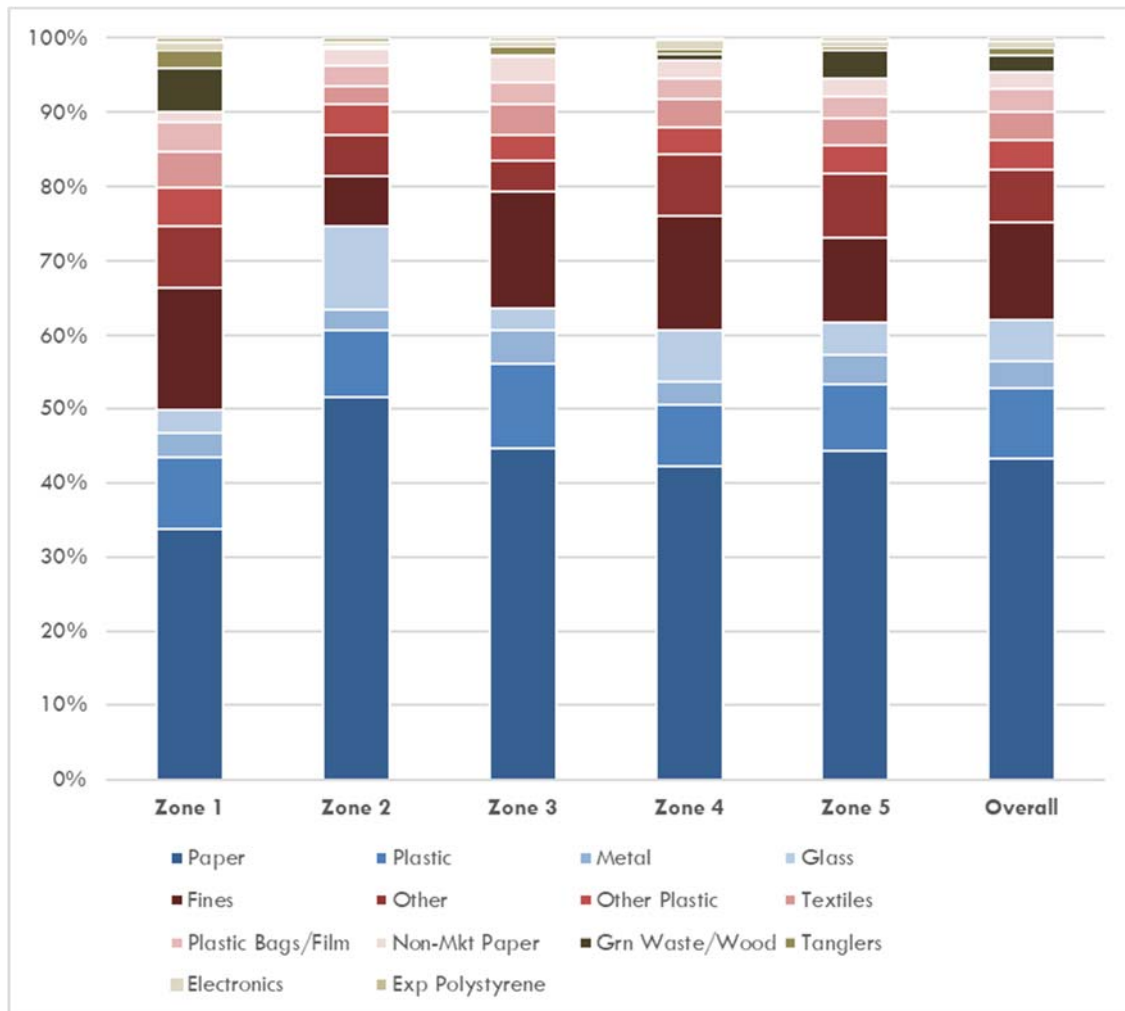
Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
PROGRAM ACCEPTED MATERIALS	62.1%			
PAPER				
Corrugated Cardboard/Paper Bags	17.8%	9.3%	15.6%	19.9%
Paperboard/Chipboard/Pasteboard	7.3%	3.2%	6.5%	8.0%
Newspaper	6.3%	3.8%	5.4%	7.2%
Office Paper/Junk Mail	5.7%	5.0%	4.5%	6.9%
Magazines/Catalogs	5.3%	4.0%	4.4%	6.2%
Polycoated/Aseptic Containers	0.5%	0.4%	0.4%	0.6%
Phone Books	<0.1%	0.3%	<0.1%	0.1%
Food Service Packaging	0.4%	0.5%	0.3%	0.5%
Total Paper	43.3%	13.7%	40.1%	46.5%
PLASTIC				
#1 PET Bottles (with neck)	4.6%	1.4%	4.3%	4.9%
#1 PET Containers/Tubs (no neck)	0.3%	0.7%	0.1%	0.4%
#2 HDPE Bottles (with neck)	2.5%	0.9%	2.3%	2.7%
#2 HDPE Containers/Tubs (no neck)	0.4%	0.7%	0.3%	0.6%
#3-#7 Bottles and Containers (neck/no neck)	1.7%	0.9%	1.5%	1.9%
Total Plastic	9.5%	2.2%	9.0%	10.0%
METAL				
Aluminum Containers	1.2%	0.6%	1.1%	1.4%
Ferrous and Non-Aluminum Metal Containers	2.0%	1.3%	1.7%	2.3%
Aerosol Cans	0.3%	0.3%	0.2%	0.3%
Total Metal	3.5%	1.4%	3.2%	3.8%
GLASS				
Glass Containers (clear, brown, green)	5.8%	6.3%	4.3%	7.2%
Total Glass	5.8%	6.3%	4.3%	7.2%
NON-PROGRAM MATERIALS	37.9%			
PLASTIC				
Plastic - Bags/Film	3.1%	2.1%	2.6%	3.5%
Plastic - Expanded Polystyrene	0.5%	0.5%	0.4%	0.7%
Plastic - Other (bulky, toys)	4.0%	2.3%	3.4%	4.5%
Total Plastic Contamination	7.6%	3.8%	6.7%	8.5%
OTHER				
Paper - Non-Marketable (coated, soiled)	2.3%	2.0%	1.9%	2.8%
Textiles/Clothing	3.8%	4.5%	2.7%	4.8%
Electronics	0.8%	1.4%	0.5%	1.1%
Green Waste/Wood	2.3%	7.8%	0.5%	4.1%
Tanglers (hoses, cables, wires, cords)	1.0%	1.9%	0.5%	1.5%
Fines (materials <2 inches in diameter)	13.1%	10.0%	10.8%	15.4%
Other Non-Program Items	7.0%	5.4%	5.7%	8.2%
Total Other Contamination	30.3%	15.0%	26.8%	33.8%
	100.0%			

Note: Composition based on 50 samples

A comparison of each zone's recycling composition is shown graphically in **Figure 2**. Blue shaded portions correspond to program-accepted materials. The red and green shades correspond to the non-program materials. The following describes these compositions in relation to one another:

- **Zone 1** – 49.8 percent of materials collected in Zone 1 during the study were non-program materials. This made the Zone 1 recycling stream the most contaminated zone.
- **Zone 2** – This Zone's recycling stream was the cleanest. 74.7 percent of the materials sampled from Zone 2 were program-accepted materials. The remaining 25.3 percent were non-program materials.
- **Zones 3 through 5** – A comparison of the recycling streams in Zones 3 through 5 indicate the samples were not as contaminated as Zone 1 but not as clean as Zone 2. Overall, approximately 60 percent of the samples were program-accepted materials.

Figure 2. Comparison of Recycling Composition by Zone



2 METHODS

GENERATING SECTORS

A goal of this study was to compare each collection zone's recycling streams. The County contracts with a hauler for the exclusive collection of recyclables for each of the five collection zones. **Table 2** lists the currently contracted haulers.

Table 2. Collection Zones and Franchised Haulers

Collection Zone	Hauler
Zone 1	Advanced Disposal Services
Zone 2	Waste Pro of Florida
Zone 3	Advanced Disposal Services
Zone 4	FCC SA
Zone 5	FCC SA

MATERIAL CATEGORIES

The County requested input from SCS/HSA, Waste Management Inc. of Florida (Waste Management), contracted haulers, and other entities to identify the program and non-program material categories and components to measure as part of this study. **Table 3** summarizes the material components measured as part of this study.

Table 3. Material Categories and Components

Program Accepted Materials	Paper	Corrugated Cardboard/Paper Bags
		Paperboard/Chipboard/Pasteboard
		Newspaper
		Office Paper/Junk Mail
		Magazines/Catalogs
		Polycoated/Aseptic Cartons
		Phone Books
		Food Service Packaging
	Plastic	#1 PET Bottles (with neck)
		#1 PET Containers and Tubs (no neck)
		#2 HDPE Bottles (with neck)
		#2 HDPE Containers and Tubs (no neck)
		#3-#7 Bottles and Containers (with or without neck)
Metal	Aluminum Containers	
	Ferrous and Non-Aluminum Containers	
	Aerosol Cans	
Glass	Glass Containers (clear, brown, green)	
Non-Program Materials/ Contamination	Plastic	Plastic - Bags/Film
		Plastic - Expanded Polystyrene
		Plastic - Other (bulky, toys, containers with liquid/food)
	Other	Paper - Non-Marketable (composite, soiled, coated)
		Textiles/Clothing
		Electronics
		Green Waste/Wood
		Tanglers (hoses, cords, wire hangers, cables, Christmas lights)
		Fines (materials less than 2 inches in diameter)
		Other Non-Program Items (tires, construction/demolition material, dirt, diapers, ceramics, etc.)

HOST FACILITIES

The County curbside collection program sends its recyclable materials to two facilities for out-of-County processing: the Recovered Materials Processing Facility (RMPF) on Young Pine Road in Orlando and the McCormick Transfer Station (Transfer Station) in Apopka. These facilities are owned by the County and operated by Waste Management under County Contract No. Y3-1021. This composition study was conducted at both facilities.

MATERIAL QUANTITIES AND SAMPLING PLAN

The County provided SCS/HSA with the quantity of recyclable materials collected each residential collection zone for 2017. Since the County collects similar amounts from each zone, ten samples from each zone were obtained and sorted. Only one sample of recyclable materials was obtained from a haul truck. **Table 4** summarizes the sampling plan for this study.

Table 4. Sampling Plan by Collection Zone

Collection Zone	Annual Quantity, Tons (2017)	Percent of Total Recyclable Materials Collected	Number of Samples During Study
Zone 1	11,614	18.7%	10
Zone 2	13,231	21.3%	10
Zone 3	12,535	20.2%	10
Zone 4	12,596	20.3%	10
Zone 5	12,220	19.6%	10
TOTAL	62,196	100%	50

FIELDWORK SCHEDULE

SCS/HSA performed sampling and sorting activities on November 12-16, 2018 (Monday – Friday). This week represented a typical week for the County’s collection program and avoided special events, activities, or holidays which could affect the stream composition. On Monday, Tuesday, and Wednesday, the SCS/HSA sampled and sorted recyclable materials delivered to the RMPF from Zones 3, 4, and 5. On Thursday and Friday, the team sampled and sorted recyclable materials from Zones 1 and 2 at the Transfer Station.

FIELDWORK COLLECTION METHODS

This section details the methods used by SCS/HSA to sample and sort recyclable materials at both the RMPF and Transfer Station. The procedures described in this section were repeated each day of fieldwork for each sample obtained.

Equipment

Samples were sorted by hand and classified by material category and component according to the agreed-upon material list (**Table 3**). The major equipment used to complete this study included:

- **Sort Table:** The sort table consisted of two tables that were six feet long and two feet wide. The tables were placed adjacent to each other to form a larger six-foot by four-foot sorting surface. Tables were impermeable and capable of supporting 150 pounds.
- **Containers:** 30 containers were used to sort the materials in the recycling stream. Four different types of containers were used ranging in size from 18- to 30-gallons. Each container was weighed at the start of the project and the tare weight for each container was recorded. A unique identifier for each container type was assigned and recorded that allowed SCS/HSA to subtract the tare weight of the container from the sorted material components during the data analysis phase.
- **Wheeled-Refuse/Recycling Carts:** The County and Waste Management provided the project team with 20 to 25 wheeled 96-gallon carts to obtain samples and place program-accepted and non-program accepted materials once they were sorted and their weight had been recorded. Program-accepted materials were placed in separate carts than non-program accepted materials.

- **Scale:** Factory-calibrated portable bench scales were used to weigh sorted materials. The scales recorded weight to the nearest 0.02 pound and had a capacity of 150 pounds.
- **Personnel Protective Equipment (PPE):** Field staff were required to wear steel/composite toe shoes or boots that cover the ankle, safety glasses, reflective safety vests, and puncture resistant gloves at all times when conducting fieldwork. Each project team member supplied their own steel-toe boots/shoes and Waste Management provided the remaining PPE. **Appendix A** contains the SCS/HSA Site Specific Health and Safety Plan for this study.
- **Shovel and Push Broom:** Used to facilitate housekeeping and maintain a safe work area.
- **Data Forms:** SCS/HSA created a separate data collection form for each sample of recyclable materials sorted during the study. The form contained fields to record information on each sample, including the generating sector and hauler information. This form was also used to record material weights.

Sample Selection and Acquisition

SCS/HSA employed a number of procedures and quality control measures to confirm that the samples obtained for sorting were representative of the County's typical recyclable material streams.

The SCS/HSA designated Sampling Manager oversaw selection and collection of each sample. This individual utilized the sampling plan to identify which trucks to obtain samples. The Sampling Manager monitored trucks entering each facility, and communicated with the scalehouse and tipping floor attendant to select trucks for sampling. Collection trucks for sampled on a random basis when a vehicle arrived at the RMPF or Transfer Station. The SCS/HSA Sampling Manager identified which zone a truck originated from (based on the decal on each truck's side panel) and selected it for sampling, as appropriate.

The SCS/HSA Sampling Manager used a radio to communicate with the tipping floor attendant that a truck for sampling has arrived. Information on hauler, collection zone, day/time, and truck number was recorded. The tipping floor attendant communicated with the heavy equipment operator to obtain a sample once all materials were offloaded from the truck and the materials had been visually inspected.

The SCS/HSA Sampling Manager used three 96-gallon refuse carts to obtain the sample in the tipping areas of the RMPF and Transfer Station. Using a loader, the operator obtained a sample of materials from an accessible portion of the load and dumped the materials in the designated refuse carts. Once the three refuse carts were completely filled the sample was complete and the full carts



Obtaining a Sample of Recyclable Materials at the McCormick Transfer Station

were transported to the sorting area. Finally, the SCS/HSA Sampling Manager obtained information from the facility inspector on whether the load of materials was accepted for recycling or rejected for disposal.

Manual Sorting

A sorting crew of four to six staff manually sorted material while an SCS/HSA Sorting Manager oversaw sorting, conducted quality-control checks and recorded data. The manual sorting followed a five-step process that is summarized below.



Sorting Recyclable Materials

1. Materials were placed on the sort table.
2. Each sample was hand-sorted until the materials greater than two inches in diameter were in the appropriate material category. The remaining small materials on the table were placed in a separate container and identified as “fines.” Plastic bags used to contain materials (regardless of size) were unopened and placed in a separate container.
3. Upon conclusion of sorting all “loose” sample materials, the number of plastic bags containing materials in the sample were counted. These bags were then torn open and the contents were sorted into the corresponding materials categories.
4. After sorting all materials from each sample, the containers with the sorted materials were brought to a scale for weighing. The SCS/HSA Sorting Manager weighed each container to the nearest 0.02 pound. The net weight and corresponding unique container identifier were recorded on the sample record.
5. After the weight of each container of sorted materials was recorded, materials were placed in recycling carts and non-program materials were placed in separate refuse carts for disposal.

This five-step process was repeated until all the material was characterized. Samples were maintained in as-disposed conditions or as close to this as possible until the actual sorting began.

Data Recording

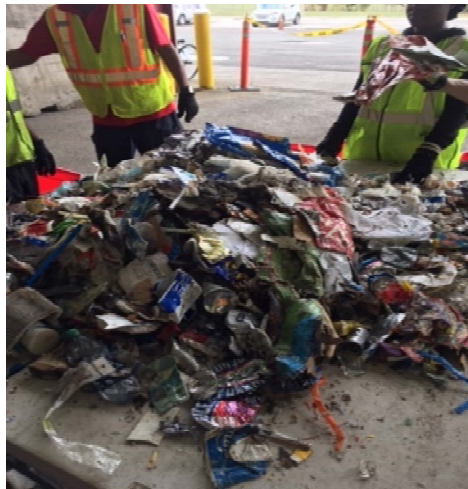
The SCS/HSA field managers were responsible for recording data. Each of the 50 samples analyzed for this study had its own unique data record where all information on the sample was recorded. Collection zone, hauler, accepted/rejected status, day/time of sample, and material weights were recorded. In addition, a separate sample-tracking document was maintained by SCS/HSA field managers to serve as an additional check on the number and source of samples obtained and

sorted. At the end of each day of fieldwork, the SCS/HSA Sorting Manager reviewed the data and matched the individual data sheets to the waste sample-tracking document to confirm accurate and consistent tracking of the data.

STATISTICAL METHODS

SCS/HSA used the American Society of Testing and Materials (ASTM) International Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste (D 5231-92) as a guide to complete this project. However, because unprocessed solid waste differs in consistency and variability from source-separated residential recyclable materials, some variations in this protocol were instituted. Notably, sample sizes were volume-based and not weight-based to reflect the more homogeneous nature of recyclable materials and variability of material weights.

SCS/HSA estimated the mean composition and calculated the standard deviation and 90 percent confidence intervals for each of the 26 material components evaluated for this study by zone and for the overall recycling stream. The mean composition was calculated by dividing the weight of each material component by the total weight of the sample. The mean for each material component by zone was calculated by averaging the means of the same material component from all samples in that zone. The standard deviation, which is a measure of the variability of the mean, was calculated for each material component in each zone. The 90 percent confidence intervals calculation estimates the probability that the same sampling method will provide results within the identified interval 90 percent of the time.



Contaminated Study Sample



Clean Study Sample of Recyclable Materials

3 RESULTS

The following section provides a summary and statistical analysis of the study data. The results are illustrated in the following ways:

- **Pie Chart** – Pie charts are used to show the major categories of the residential recycling stream.

- **Table** – Statistical tables provide the specific composition percentages of each of the 26 material components sorted as part of the study. The tables also include the calculated standard deviations and 90 percent confidence intervals for each material category and component.

OVERALL COMPOSITION

Figure 3 provides a summary of the residential recycling stream in unincorporated Orange County. 62.1 percent of the materials sampled during this study were recorded as program-accepted and 37.9 percent were non-program. Paper comprised the largest portion of the program-accepted materials at 43.3 percent, followed by plastic at 9.5 percent, glass at 5.8 percent, and metal at 3.5 percent. For the non-program materials, 13.1 percent were fines, 7.6 percent were non-program plastic items (bags, film, polystyrene, etc.), and 7.0 percent were other miscellaneous non-program materials.

- Fines were defined as materials two inches in diameter or less. A significant portion of the weight of fines within the study samples was crushed glass. Other materials categorized as fines included paper scraps, food items, bottle caps and other small unidentifiable materials.
- The “other” category consisted of materials that did not fit the definition of any other material component. Common materials identified as “other” include diapers, construction/demolition debris, rocks, carpet, tires, and non-container metal and glass.



Examples of Materials Characterized as Fines (Materials with a Diameter of Two Inches or Less)

Figure 3. Overall Residential Recycling Composition

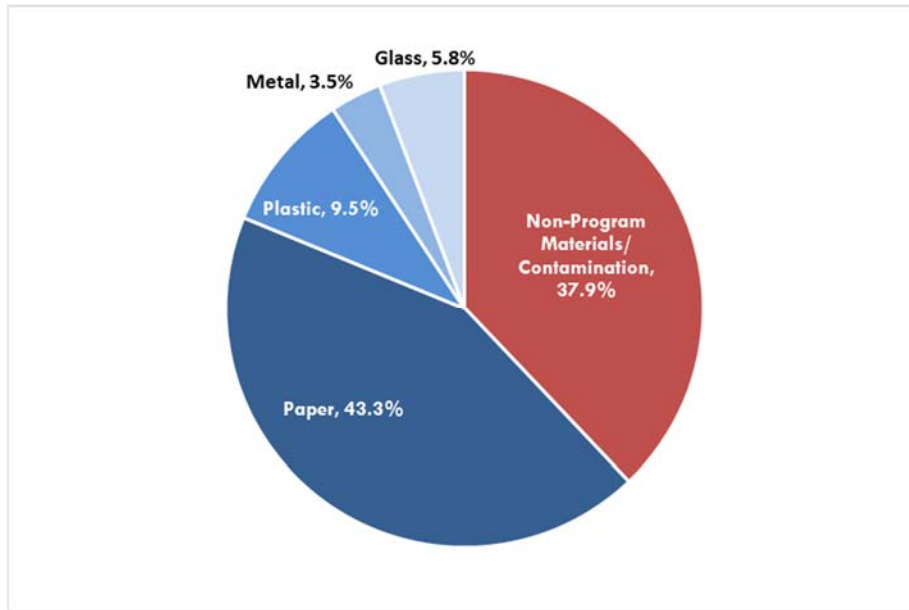


Table 5 provides a detailed profile of the overall residential recycling stream composition for all 26 material components. For each material component, the mean, standard deviation, and 90 percent confidence intervals are included. The sum of the individual material components for a particular category equals the total percentage shown for that category.

Table 5. Overall Residential Recycling Composition – Detailed

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
PROGRAM ACCEPTED MATERIALS	62.1%			
PAPER				
Corrugated Cardboard/Paper Bags	17.8%	9.3%	15.6%	19.9%
Paperboard/Chipboard/Pasteboard	7.3%	3.2%	6.5%	8.0%
Newspaper	6.3%	3.8%	5.4%	7.2%
Office Paper/Junk Mail	5.7%	5.0%	4.5%	6.9%
Magazines/Catalogs	5.3%	4.0%	4.4%	6.2%
Polycoated/Aseptic Containers	0.5%	0.4%	0.4%	0.6%
Phone Books	<0.1%	0.3%	<0.1%	0.1%
Food Service Packaging	0.4%	0.5%	0.3%	0.5%
Total Paper	43.3%	13.7%	40.1%	46.5%
PLASTIC				
#1 PET Bottles (with neck)	4.6%	1.4%	4.3%	4.9%
#1 PET Containers/Tubs (no neck)	0.3%	0.7%	0.1%	0.4%
#2 HDPE Bottles (with neck)	2.5%	0.9%	2.3%	2.7%
#2 HDPE Containers/Tubs (no neck)	0.4%	0.7%	0.3%	0.6%
#3-#7 Bottles and Containers (neck/no neck)	1.7%	0.9%	1.5%	1.9%
Total Plastic	9.5%	2.2%	9.0%	10.0%
METAL				
Aluminum Containers	1.2%	0.6%	1.1%	1.4%
Ferrous and Non-Aluminum Metal Containers	2.0%	1.3%	1.7%	2.3%
Aerosol Cans	0.3%	0.3%	0.2%	0.3%
Total Metal	3.5%	1.4%	3.2%	3.8%
GLASS				
Glass Containers (clear, brown, green)	5.8%	6.3%	4.3%	7.2%
Total Glass	5.8%	6.3%	4.3%	7.2%
NON-PROGRAM MATERIALS	37.9%			
PLASTIC				
Plastic - Bags/Film	3.1%	2.1%	2.6%	3.5%
Plastic - Expanded Polystyrene	0.5%	0.5%	0.4%	0.7%
Plastic - Other (bulky, toys)	4.0%	2.3%	3.4%	4.5%
Total Plastic Contamination	7.6%	3.8%	6.7%	8.5%
OTHER				
Paper - Non-Marketable (coated, soiled)	2.3%	2.0%	1.9%	2.8%
Textiles/Clothing	3.8%	4.5%	2.7%	4.8%
Electronics	0.8%	1.4%	0.5%	1.1%
Green Waste/Wood	2.3%	7.8%	0.5%	4.1%
Tanglers (hoses, cables, wires, cords)	1.0%	1.9%	0.5%	1.5%
Fines (materials <2 inches in diameter)	13.1%	10.0%	10.8%	15.4%
Other Non-Program Items	7.0%	5.4%	5.7%	8.2%
Total Other Contamination	30.3%	15.0%	26.8%	33.8%
	100.0%			

Note: Composition based on 50 samples

ZONE 1 COMPOSITION

Figure 4 provides a summary of the material categories in the Zone 1 residential recycling stream. 49.8 percent of the materials collected from Zone 1 trucks during the recycling composition study were program-accepted materials and 50.2 percent were non-program. Paper comprised the largest portion of the program-accepted recycling stream at 33.7 percent, followed by plastic at 9.8 percent, metal at 3.2 percent, and glass at 3.1 percent. For the non-program materials, 16.7 percent were fines, followed by non-program plastic items at 9.9%, miscellaneous non-program items at 8.2 percent, and green waste/wood at 5.8 percent.

Figure 4. Zone 1 Residential Recycling Composition

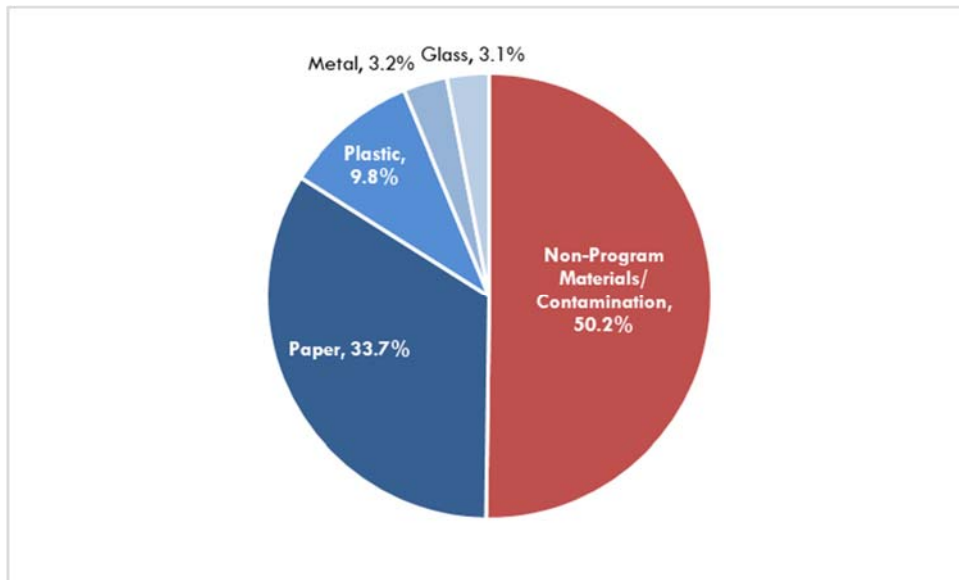


Table 6 provides a detailed profile of the Zone 1 residential recycling stream composition for all 26 material components. For each material component, the mean, standard deviation, and 90 percent confidence intervals are included. The sum of the individual material components for a particular category equals the percentage shown for that category.

Table 6. Zone 1 Residential Recycling Composition – Detailed

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
PROGRAM ACCEPTED MATERIALS	49.8%			
PAPER				
Corrugated Cardboard/Paper Bags	15.1%	5.8%	12.1%	18.1%
Paperboard/Chipboard/Pasteboard	6.4%	3.3%	4.7%	8.1%
Newspaper	4.6%	3.0%	3.0%	6.2%
Office Paper/Junk Mail	4.2%	2.0%	3.1%	5.2%
Magazines/Catalogs	2.7%	2.0%	1.7%	3.7%
Polycoated/Aseptic Containers	0.3%	0.2%	0.2%	0.4%
Phone Books	<0.1%	<0.1%	<0.1%	<0.1%
Food Service Packaging	0.4%	0.4%	0.2%	0.6%
Total Paper	33.7%	8.0%	29.6%	37.9%
PLASTIC				
#1 PET Bottles (with neck)	4.6%	1.4%	3.9%	5.3%
#1 PET Containers/Tubs (no neck)	0.4%	0.4%	0.2%	0.6%
#2 HDPE Bottles (with neck)	2.9%	1.0%	2.4%	3.4%
#2 HDPE Containers/Tubs (no neck)	0.2%	0.3%	0.1%	0.4%
#3-#7 Bottles and Containers (neck/no neck)	1.7%	1.1%	1.1%	2.2%
Total Plastic	9.8%	2.4%	8.5%	11.0%
METAL				
Aluminum Containers	1.1%	0.5%	0.8%	1.4%
Ferrous and Non-Aluminum Metal Containers	1.7%	0.6%	1.4%	2.1%
Aerosol Cans	0.4%	0.2%	0.2%	0.5%
Total Metal	3.2%	1.0%	2.7%	3.7%
GLASS				
Glass Containers (clear, brown, green)	3.1%	2.7%	1.6%	4.5%
Total Glass	3.1%	2.7%	1.6%	4.5%
NON-PROGRAM MATERIALS	50.2%			
PLASTIC				
Plastic - Bags/Film	4.0%	3.0%	2.4%	5.5%
Plastic - Expanded Polystyrene	0.7%	0.4%	0.5%	1.0%
Plastic - Other (bulky, toys)	5.2%	2.6%	3.8%	6.5%
Total Plastic Contamination	9.9%	5.3%	7.1%	12.6%
OTHER				
Paper - Non-Marketable (coated, soiled)	1.3%	0.5%	1.0%	1.5%
Textiles/Clothing	4.9%	3.1%	3.3%	6.5%
Electronics	1.0%	1.3%	0.3%	1.7%
Green Waste/Wood	5.8%	13.4%	<0.1%	12.8%
Tanglers (hoses, cables, wires, cords)	2.5%	2.7%	1.1%	3.9%
Fines (materials <2 inches in diameter)	16.7%	13.8%	9.5%	23.8%
Other Non-Program Items	8.2%	5.5%	5.3%	11.1%
Total Other Contamination	40.4%	12.2%	34.0%	46.7%
	100.0%			

Note: Composition based on 10 samples

ZONE 2 COMPOSITION

Figure 5 provides a summary of the material categories in the Zone 2 residential recycling stream. 74.7 percent of the materials sampled from Zone 2 trucks were program-accepted material and 25.3 percent were non-program materials. Paper comprised the largest portion of the program-accepted recycling stream at 51.6 percent, followed by glass at 11.3 percent, plastic at 9.1 percent, and metal at 2.7 percent. For the non-program materials, non-program plastic items were 7.5 percent, 6.8 percent were fines, and 5.5 percent were miscellaneous non-program materials.

Figure 5. Zone 2 Residential Recycling Composition

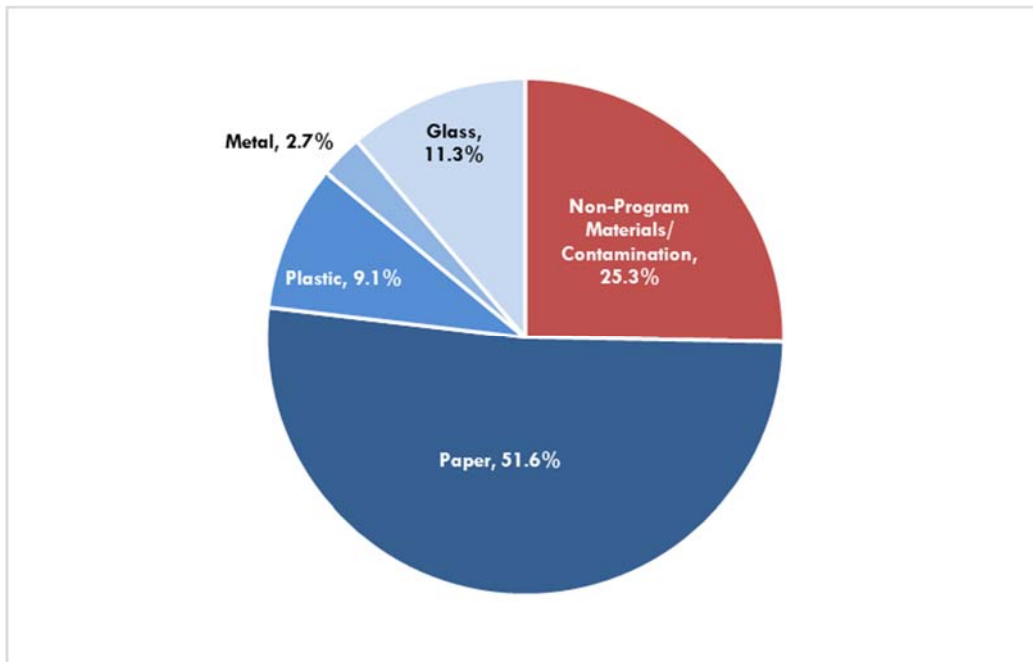


Table 7 provides a detailed profile of the Zone 2 residential recycling stream composition for all 26 material components. For each material component, the mean, standard deviation, and 90 percent confidence intervals are included. The sum of the individual material components for a particular category equals the percentage shown for that category.

Table 7. Zone 2 Residential Recycling Composition – Detailed

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
PROGRAM ACCEPTED MATERIALS	74.7%			
PAPER				
Corrugated Cardboard/Paper Bags	24.9%	10.1%	19.7%	30.2%
Paperboard/Chipboard/Pasteboard	5.0%	1.6%	4.2%	5.9%
Newspaper	5.0%	2.9%	3.5%	6.5%
Office Paper/Junk Mail	7.4%	2.4%	6.1%	8.6%
Magazines/Catalogs	8.3%	5.3%	5.6%	11.1%
Polycoated/Aseptic Containers	0.5%	0.2%	0.4%	0.6%
Phone Books	<0.1%	<0.1%	<0.1%	<0.1%
Food Service Packaging	0.5%	0.4%	0.2%	0.7%
Total Paper	51.6%	12.8%	44.9%	58.3%
PLASTIC				
#1 PET Bottles (with neck)	4.0%	1.1%	3.4%	4.6%
#1 PET Containers/Tubs (no neck)	0.2%	0.2%	0.1%	0.3%
#2 HDPE Bottles (with neck)	2.6%	0.9%	2.1%	3.0%
#2 HDPE Containers/Tubs (no neck)	0.3%	0.5%	<0.1%	0.6%
#3-#7 Bottles and Containers (neck/no neck)	2.0%	0.4%	1.8%	2.2%
Total Plastic	9.1%	1.9%	8.2%	10.1%
METAL				
Aluminum Containers	1.1%	0.5%	0.8%	1.3%
Ferrous and Non-Aluminum Metal Containers	1.3%	0.5%	1.1%	1.5%
Aerosol Cans	0.3%	0.4%	0.1%	0.5%
Total Metal	2.7%	0.7%	2.3%	3.1%
GLASS				
Glass Containers (clear, brown, green)	11.3%	4.8%	8.8%	13.8%
Total Glass	11.3%	4.8%	8.8%	13.8%
NON-PROGRAM MATERIALS				
PLASTIC				
Plastic - Bags/Film	2.7%	1.2%	2.1%	3.4%
Plastic - Expanded Polystyrene	0.7%	0.8%	0.3%	1.1%
Plastic - Other (bulky, toys)	4.1%	2.9%	2.6%	5.6%
Total Plastic Contamination	7.5%	3.6%	5.7%	9.4%
OTHER				
Paper - Non-Marketable (coated, soiled)	2.3%	1.8%	1.4%	3.2%
Textiles/Clothing	2.4%	4.5%	<0.1%	4.7%
Electronics	0.3%	0.5%	0.1%	0.6%
Green Waste/Wood	0.2%	0.3%	<0.1%	0.4%
Tanglers (hoses, cables, wires, cords)	0.3%	0.7%	<0.1%	0.6%
Fines (materials <2 inches in diameter)	6.8%	6.2%	3.5%	10.0%
Other Non-Program Items	5.5%	3.2%	3.9%	7.1%
Total Other Contamination	17.8%	12.4%	11.3%	24.2%
	100.0%			

Note: Composition based on 10 samples

ZONE 3 COMPOSITION

Figure 6 provides a summary of the material categories in the Zone 3 residential recycling stream. 63.5 percent of the material sampled from Zone 3 trucks were program-accepted material and 36.5 percent were non-program materials. Paper comprised the largest portion of the program-accepted recycling stream at 44.6 percent, followed by plastic at 11.3 percent, and metal at 4.6 percent. For the non-program materials, 15.4 percent were fines, 6.7 were non-program plastic items, 4.2 percent were miscellaneous non-program materials, and 4.1 percent were textiles/clothing.

Figure 6. Zone 3 Residential Recycling Composition

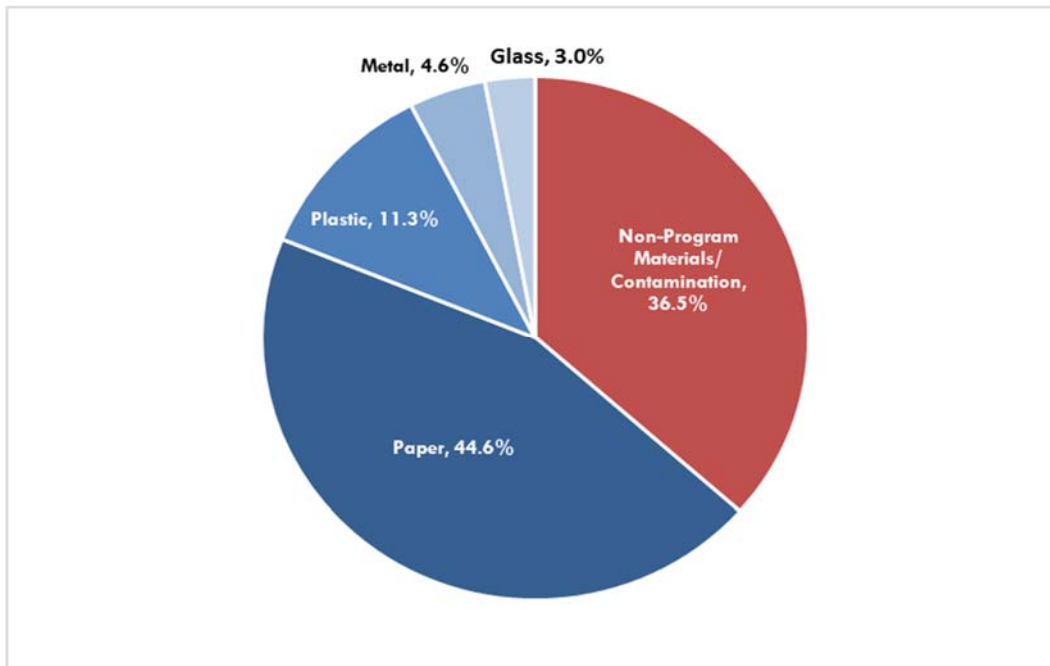


Table 8 provides a detailed profile of the Zone 3 residential recycling composition for all 26 material components. For each material component, the mean, standard deviation, and 90 percent confidence intervals are included. The sum of the individual material components for a particular category equals the percentage shown for that category.

Table 8. Zone 3 Residential Recycling Composition – Detailed

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
PROGRAM ACCEPTED MATERIALS	63.5%			
PAPER				
Corrugated Cardboard/Paper Bags	19.0%	12.0%	12.7%	25.2%
Paperboard/Chipboard/Pasteboard	8.6%	4.6%	6.2%	11.0%
Newspaper	5.6%	3.5%	3.8%	7.4%
Office Paper/Junk Mail	4.9%	5.2%	2.2%	7.6%
Magazines/Catalogs	5.2%	4.1%	3.1%	7.4%
Polycoated/Aseptic Containers	0.7%	0.8%	0.3%	1.1%
Phone Books	0.2%	0.3%	<0.1%	0.3%
Food Service Packaging	0.5%	0.9%	<0.1%	1.0%
Total Paper	44.6%	17.3%	35.7%	53.6%
PLASTIC				
#1 PET Bottles (with neck)	6.0%	1.1%	5.5%	6.6%
#1 PET Containers/Tubs (no neck)	<0.1%	0.1%	<0.1%	0.1%
#2 HDPE Bottles (with neck)	2.3%	1.2%	1.7%	2.9%
#2 HDPE Containers/Tubs (no neck)	0.8%	1.4%	0.1%	1.6%
#3-#7 Bottles and Containers (neck/no neck)	2.1%	1.1%	1.5%	2.6%
Total Plastic	11.3%	2.1%	10.2%	12.4%
METAL				
Aluminum Containers	1.4%	0.8%	1.0%	1.8%
Ferrous and Non-Aluminum Metal Containers	3.1%	2.1%	2.0%	4.2%
Aerosol Cans	<0.1%	0.1%	<0.1%	<0.1%
Total Metal	4.6%	2.0%	3.5%	5.6%
GLASS				
Glass Containers (clear, brown, green)	3.0%	3.6%	1.1%	4.8%
Total Glass	3.0%	3.6%	1.1%	4.8%
NON-PROGRAM MATERIALS				
PLASTIC				
Plastic - Bags/Film	2.8%	1.3%	2.1%	3.5%
Plastic - Expanded Polystyrene	0.5%	0.3%	0.3%	0.6%
Plastic - Other (bulky, toys)	3.4%	1.7%	2.5%	4.3%
Total Plastic Contamination	6.7%	2.0%	5.7%	7.7%
OTHER				
Paper - Non-Marketable (coated, soiled)	3.4%	2.6%	2.1%	4.8%
Textiles/Clothing	4.1%	6.3%	0.9%	7.4%
Electronics	0.8%	1.5%	<0.1%	1.5%
Green Waste/Wood	0.9%	1.2%	0.3%	1.5%
Tanglers (hoses, cables, wires, cords)	1.1%	2.5%	<0.1%	2.4%
Fines (materials <2 inches in diameter)	15.4%	9.5%	10.5%	20.3%
Other Non-Program Items	4.2%	2.9%	2.7%	5.7%
Total Other Contamination	29.8%	15.2%	21.9%	37.8%
	100.0%			

Note: Composition based on 10 samples

ZONE 4 COMPOSITION

Figure 7 provides a summary of the material categories in the Zone 4 residential recycling stream. 60.7 percent of the materials sampled from Zone 4 trucks were program-accepted material and 39.3 percent were non-program materials. Paper comprised the largest portion of the program-accepted recycling stream at 42.2 percent, followed by plastic at 8.2 percent, and glass at 7.1 percent. For the non-program materials, 15.4 percent were fines, 8.3 percent were miscellaneous non-program items, and 6.7 percent were non-program plastic items.

Figure 7. Zone 4 Residential Recycling Composition

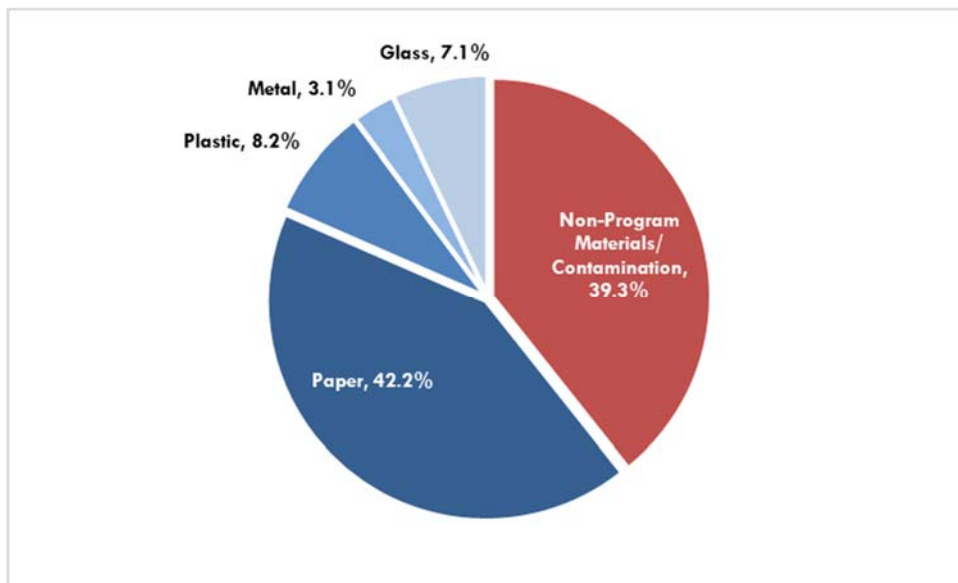


Table 9 provides a detailed profile of the Zone 4 residential recycling stream composition for all 26 material components. For each material component, the mean, standard deviation, and 90 percent confidence intervals are included. The sum of the individual material components for a particular category equals the percentage shown for that category.

Table 9. Zone 4 Residential Recycling Composition – Detailed

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
PROGRAM ACCEPTED MATERIALS	60.7%			
PAPER				
Corrugated Cardboard/Paper Bags	15.2%	6.2%	11.9%	18.4%
Paperboard/Chipboard/Pasteboard	7.6%	2.2%	6.5%	8.8%
Newspaper	7.7%	3.5%	5.9%	9.5%
Office Paper/Junk Mail	5.4%	5.6%	2.4%	8.3%
Magazines/Catalogs	5.5%	2.8%	4.0%	6.9%
Polycoated/Aseptic Containers	0.5%	0.3%	0.3%	0.7%
Phone Books	<0.1%	0.2%	<0.1%	0.2%
Food Service Packaging	0.3%	0.5%	<0.1%	0.6%
Total Paper	42.2%	12.2%	35.9%	48.6%
PLASTIC				
#1 PET Bottles (with neck)	3.7%	1.4%	3.0%	4.4%
#1 PET Containers/Tubs (no neck)	0.6%	1.6%	<0.1%	1.4%
#2 HDPE Bottles (with neck)	2.3%	0.7%	1.9%	2.7%
#2 HDPE Containers/Tubs (no neck)	0.4%	0.4%	0.2%	0.6%
#3-#7 Bottles and Containers (neck/no neck)	1.2%	0.9%	0.8%	1.7%
Total Plastic	8.2%	1.7%	7.4%	9.1%
METAL				
Aluminum Containers	1.3%	0.5%	1.0%	1.5%
Ferrous and Non-Aluminum Metal Containers	1.6%	0.6%	1.3%	1.8%
Aerosol Cans	0.3%	0.2%	0.2%	0.4%
Total Metal	3.1%	0.7%	2.8%	3.5%
GLASS				
Glass Containers (clear, brown, green)	7.1%	9.5%	2.1%	12.0%
Total Glass	7.1%	9.5%	2.1%	12.0%
NON-PROGRAM MATERIALS	39.3%			
PLASTIC				
Plastic - Bags/Film	2.8%	2.1%	1.7%	3.9%
Plastic - Expanded Polystyrene	0.3%	0.2%	0.2%	0.4%
Plastic - Other (bulky, toys)	3.6%	2.3%	2.4%	4.7%
Total Plastic Contamination	6.7%	3.1%	5.0%	8.3%
OTHER				
Paper - Non-Marketable (coated, soiled)	2.4%	2.5%	1.1%	3.7%
Textiles/Clothing	3.8%	4.5%	1.5%	6.2%
Electronics	1.2%	2.0%	0.2%	2.3%
Green Waste/Wood	0.8%	2.1%	<0.1%	1.9%
Tanglers (hoses, cables, wires, cords)	0.7%	1.5%	<0.1%	1.5%
Fines (materials <2 inches in diameter)	15.4%	10.5%	9.9%	20.9%
Other Non-Program Items	8.3%	5.1%	5.7%	10.9%
Total Other Contamination	32.7%	15.1%	24.8%	40.5%
	100.0%			

Note: Composition based on 10 samples

ZONE 5 COMPOSITION

Figure 8 provides a summary of the material categories in the Zone 5 residential recycling stream. 61.8 percent of the materials sampled from Zone 5 trucks were program-accepted material and 38.2 percent were non-program materials. Paper comprised the largest portion of the program-accepted recycling stream at 44.3 percent, followed by plastic at 9.0 percent, and glass at 4.5 percent. For the non-program material portion, 11.4 percent were fines, 8.7 percent were miscellaneous non-program materials, and 7.2 percent were non-program plastic items.

Figure 8. Zone 5 Residential Recycling Composition

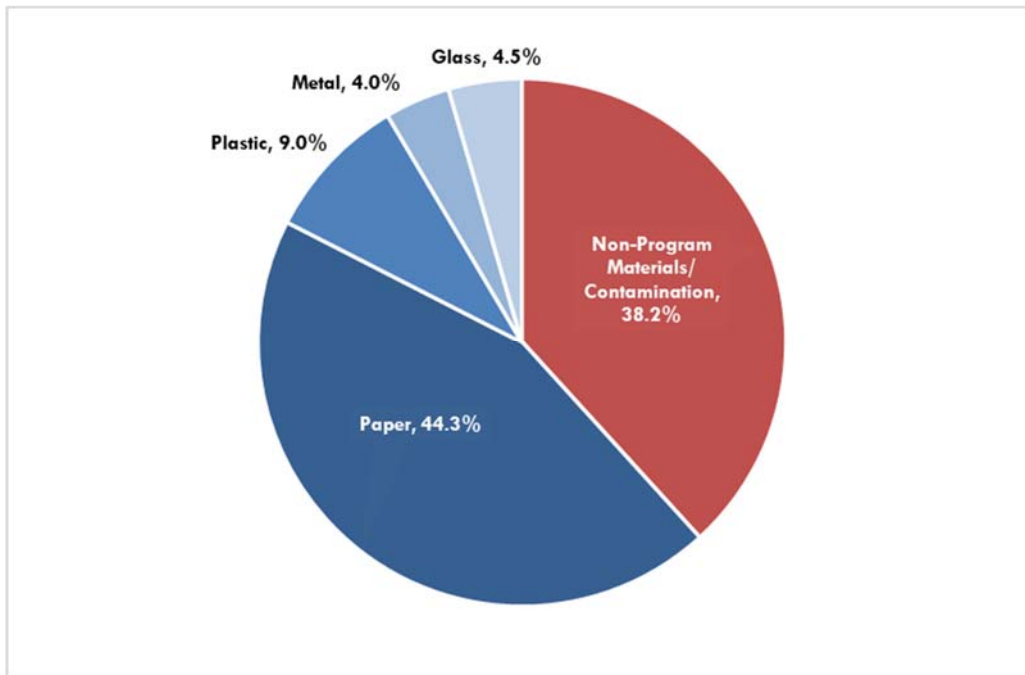


Table 10 provides a detailed profile of the Zone 5 residential recycling stream composition for all 26 material components. For each material component, the mean, standard deviation, and 90 percent confidence intervals are included. The sum of the individual material components for a particular category equals the percentage shown for that category.

Table 10. Zone 5 Residential Recycling Composition – Detailed

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
PROGRAM ACCEPTED MATERIALS	61.8%			
PAPER				
Corrugated Cardboard/Paper Bags	14.7%	8.5%	10.3%	19.1%
Paperboard/Chipboard/Pasteboard	8.7%	2.6%	7.3%	10.1%
Newspaper	8.5%	5.0%	5.9%	11.1%
Office Paper/Junk Mail	6.7%	7.9%	2.6%	10.9%
Magazines/Catalogs	4.8%	3.5%	3.0%	6.6%
Polycoated/Aseptic Containers	0.6%	0.4%	0.4%	0.8%
Phone Books	0.1%	0.4%	<0.1%	0.3%
Food Service Packaging	0.2%	0.2%	<0.1%	0.3%
Total Paper	44.3%	12.6%	37.7%	50.8%
PLASTIC				
#1 PET Bottles (with neck)	4.6%	0.9%	4.1%	5.0%
#1 PET Containers/Tubs (no neck)	<0.1%	0.1%	<0.1%	0.2%
#2 HDPE Bottles (with neck)	2.4%	0.9%	1.9%	2.9%
#2 HDPE Containers/Tubs (no neck)	0.2%	0.2%	0.1%	0.4%
#3-#7 Bottles and Containers (neck/no neck)	1.6%	1.0%	1.1%	2.2%
Total Plastic	9.0%	1.8%	8.0%	9.9%
METAL				
Aluminum Containers	1.4%	0.8%	1.0%	1.8%
Ferrous and Non-Aluminum Metal Containers	2.2%	1.0%	1.7%	2.8%
Aerosol Cans	0.4%	0.2%	0.3%	0.5%
Total Metal	4.0%	1.3%	3.4%	4.7%
GLASS				
Glass Containers (clear, brown, green)	4.5%	5.0%	1.9%	7.1%
Total Glass	4.5%	5.0%	1.9%	7.1%
NON-PROGRAM MATERIALS/CONTAMINATION	38.2%			
PLASTIC				
Plastic - Bags/Film	3.0%	2.3%	1.8%	4.2%
Plastic - Expanded Polystyrene	0.5%	0.6%	0.2%	0.8%
Plastic - Other (bulky, toys)	3.7%	2.2%	2.6%	4.8%
Total Plastic Contamination	7.2%	4.2%	5.0%	9.3%
OTHER				
Paper - Non-Marketable (coated, soiled)	2.3%	1.6%	1.5%	3.1%
Textiles/Clothing	3.7%	4.2%	1.5%	5.9%
Electronics	0.6%	1.3%	<0.1%	1.3%
Green Waste/Wood	3.9%	10.8%	<0.1%	9.5%
Tanglers (hoses, cables, wires, cords)	0.5%	1.0%	<0.1%	1.0%
Fines (materials <2 inches in diameter)	11.4%	6.2%	8.2%	14.6%
Other Non-Program Items	8.7%	8.2%	4.4%	12.9%
Total Other Contamination	31.1%	13.0%	24.3%	37.8%
	100.0%			

Note: Composition based on 10 samples

BAGGED MATERIALS

Since bagged materials pose significant challenges for material recovery operations, SCS/HSA recorded the number of bags in each sample. Bags that contained materials, regardless of size, were counted. Most bags contained unsorted municipal solid waste and not clean recyclable materials.

422 bags of materials, an average of 8.4 bags per sample, were torn open and sorted during this study. The number of bags used to contain materials varied across samples. For some samples, no bagged materials were recorded, while other samples contained more than 20 bags. Zones 4 and 5 were found to have fewer bags per sample than Zones 1, 2, and 3. **Table 11** summarizes the average number of bags used to contain materials in the samples sorted.

Table 11. Average Number of Bags Containing Materials by Zone per Sample

Collection Area	Average Number of Bags per Sample
Zone 1	10.6
Zone 2	10.0
Zone 3	8.8
Zone 4	6.8
Zone 5	6.0
Overall	8.4



Bagged Materials Separated from Sample and Ready for Counting and Sorting

Appendix A
Site Specific Health and Safety Plan

Specific Health and Safety Plan

Orange County Landfill/McCormick Recyclables Transfer Station

Project #: 092163200.37

Rev. – October 10, 2018

REQUIRED APPROVAL			
SCS OSHC or designee:	Kayla Ouellette (601)307-4252	Sign/Date:	<i>Kayla Ouellette</i> 10/31/2018
SCS PM:	Brent Dieleman (202) 841-9827	Sign/Date:	<i>Brent Dieleman</i> 11/2/2018

Project No.:	09213200.37
Project Name:	Orange County Landfill and McCormick Recyclables Transfer Station
Site Address:	5901 Young Pine Rd, Orlando, FL 32829 701 W McCormick Ave Apopka, FL 32703
Client Contact:	Jim Flynt, P.E. (407)-836-6605 (Orange County) David Reed (407)-466-1180 (Waste Management)

EMERGENCY TELEPHONE NUMBERS	
Fire:	9-1-1 or City of Orlando Fire Station 8 (407) 246-4408 (Landfill) 9-1-1 or Ocoee Fire Department (407) 905-3140 (McCormick)
Police:	9-1-1 or Southeast Community Police Office (407) 246-2470 (Landfill) 9-1-1 or Ocoee Police Substation Office (407) 905-3160 (McCormick)
Hospital	Florida Hospital East Orlando (407) 303-8110 (Landfill) Florida Central Health Hospital (407) 296-1000 (McCormick)
Ambulance:	9-1-1
SCS WorkCare	1-888-449-7787
The directions and information on the nearest hospital are found on Page 2-5	

ACKNOWLEDGEMENT PAGE

"I have read the attached Health and Safety Plan for **Orange County Landfill and McCormick Recyclables Transfer Station Composition Study** dated **October 10, 2018**. I have discussed any questions and/or concerns that I have regarding the contents of this document with the designated SCS project safety representative, and I understand its requirements."

	Name	Signature	Company	Date
①	CAREY TYRREX	Carey Tyrrell	People Ready	11-12-18
②	Diamond Lawrence	Signature	People Ready	11-12-18
③	Clifford Meaux	C. Meaux	People Ready	11-12-18
④	Trishawn Howard	Trishawn Howard	People Ready	11-12-18
⑤	KEVETT T. Mickle	Kevett Mickle	Group Scientific	11-12-18
⑥	Katherine Sun	Young	SCS ENGINEERS	11-12-18
⑦	James Wilson	James Wilson	People Ready	11-13-18
⑧	Latoya Washington	Latoya Washington	People Ready	11-13-18
⑨	Shaundrick Adams	Shaundrick Adams	People Ready	11-13-18
	Brent Deleman	Brent Deleman	SBS	11/13/18
⑩	CORVARIUS TERRY	C. Terry	People Ready	11/14/18
⑪				

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Appendix A – Job Task Safety Analysis (JTSA)

Appendix B – SAFE Observation Form

1 INTRODUCTION

At SCS, protection of human health and the environment is paramount. This Site-Specific Health and Safety Plan (SSHSP) provides information to identify hazards that may be present and/or introduced by project's activities onto SCS job sites, and details needed precautions that employees should follow to protect themselves. Tasks performed on site or during projects should be analyzed to determine if physical or chemical hazards requiring safeguards or additional Personal Protective Equipment (PPE) exist. This plan will be modified as necessary if any new hazards are identified during the project that require that additional safeguards be put in place.

PROJECT ORGANIZATION

Project or Site Team Leader:	Brent Dieleman	(202)841-9827
Primary Health and Safety Representative:	Kayla Ouellette	(601)307-4252
Project Manager:	David Beben	(407)204-3241
Project Director	Shane Fischer	(813)503-1044
Client Representative:	Jim Flynt	(407)836-6605
Site Supervisor:	David Reed -	(407)466-1180

SCOPE OF WORK – RECYCLABLES CHARACTERIZATION

Recyclables characterization involves collecting field samples and sorting the recyclables into designated categories. The data that is generated from the field activities will be compiled and presented to Orange County.

There have been no reported serious or fatal incidents attributed specifically to the performance of recyclables characterization studies. However, accidents may occur due to the potential hazards associated with the presence of heavy equipment at the site, the components of the waste itself (potentially sharp objects, broken glass), climatic conditions, and carelessness.

The presence of heavy equipment in operation at the site (end loaders, transfer station compactors, garbage trucks, etc.) presents potential hazards which can be avoided with the use of general common sense and staying visible. The equipment operators generally are involved in performing their tasks and may be unaware of the presence of other individuals within the immediate area. Personnel will be trained to be aware of the movement and location of equipment at all times. Also, highly visible clothing, including safety vests and hard hats, is required.

The components of municipal solid waste present potential physical hazards. These include, but are not limited to, cuts from broken glass and sharp metal objects; splinters from pieces of wood; punctures from nails and other sharp objects; and scrapes and abrasions from the general

handling of the solid waste. There also exists the potential for exposure to household products, such as bleach, cleansers, and other toxic chemicals.

To alleviate the possibility of injury, caution should be employed at all times when physically handling the solid waste. Protective clothing, including gloves and safety glasses, should be worn at all times. If there is any question about the handling of a component of the recyclables, the Crew Chief should be notified.

The recyclables characterization will be performed outdoors under tents at the McCormick Transfer Station and inside the Recovered Materials Processing Facility at the Orange County Landfill. Caution should be taken to avoid the possibility of heat stress due to protective clothing or weather, or frostbite in areas of extreme cold.

Landfill gas (LFG) is produced by the anaerobic decomposition of organic waste materials placed in a landfill. LFG is typically composed of 50 to 60 percent methane, 40 to 50 percent carbon dioxide, and trace amounts of various other gases, including odorous and possible toxic compounds. For this study, the sort location at McCormick Recyclable Transfer Station is not expected to be a concern for generation of LFG. The other sort location adjacent to a closed landfill with a LFG collection network. The anticipated LFG concentration at the sorting area is anticipated to be minimal.

Orange County Landfill

5901 Young Pine Rd, Orlando, FL 32829

- ↑ Head west on Young Pine Rd
⚠ Partial restricted usage road

2.8 mi _____

- ↑ Continue onto Dean Rd



2.1 mi _____

- ↶ Turn left onto Lake Underhill Rd

2.3 mi _____

- ↷ Turn right

285 ft _____

- ↷ Turn right

135 ft _____

Florida Hospital East Orlando

7727 Lake Underhill Rd, Orlando, FL 32822

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

EMERGENCY CONTACT AND NOTIFICATION INFORMATION

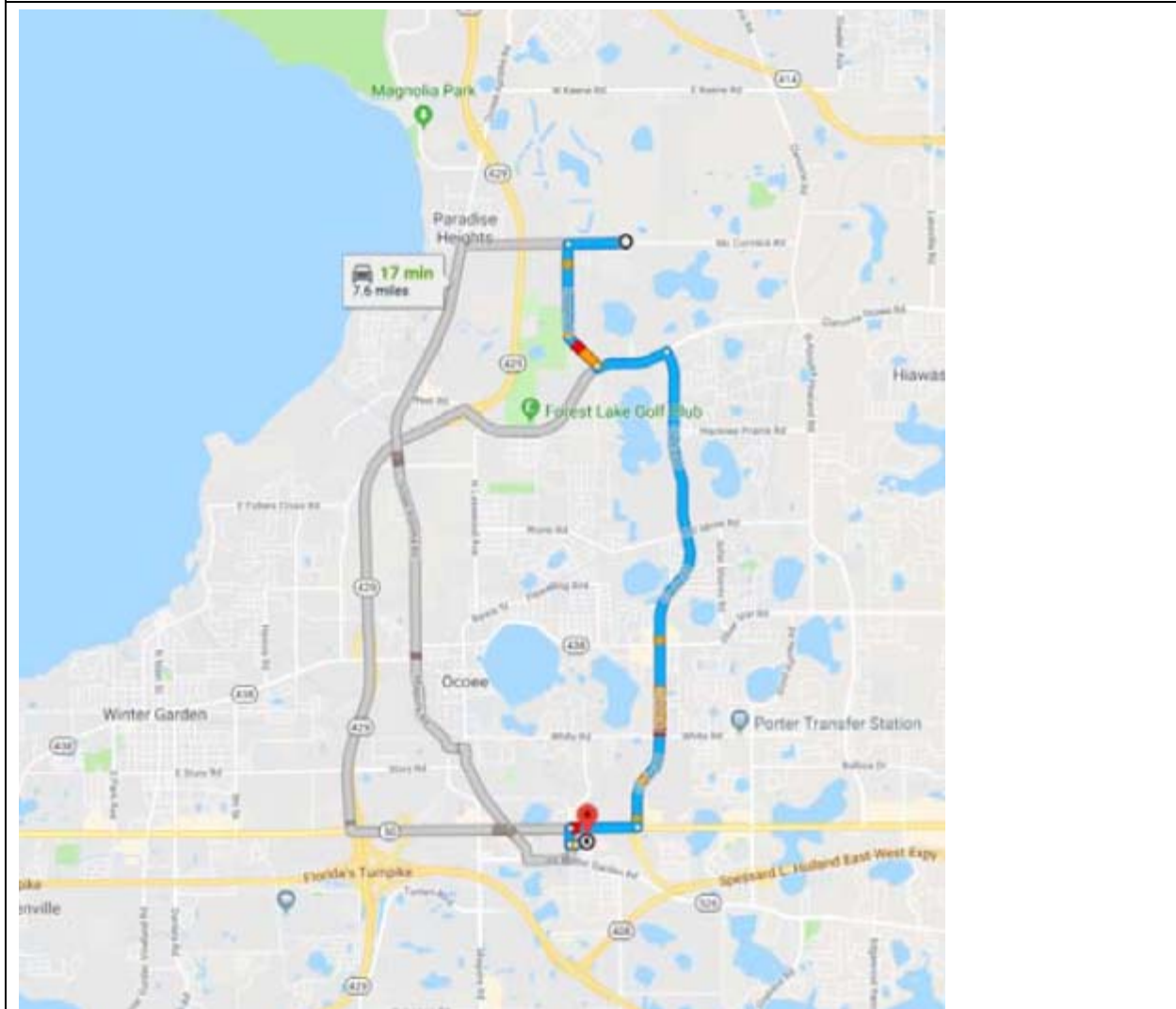


Figure 2. Map to the Hospital and Directions from McCormick Recyclables Transfer Station

Nearest Hospital Address:

**Orlando Health Central Hospital
10000 W Colonial Dr
Ocoee, FL 34761
(407) 296-1000**

701 W McCormick Rd

Apopka, FL 32703

Drive from N Clarke Rd to Ocoee

- 14 min (7.0 mi)
- ↑ 1. Head west on W McCormick Rd toward Marden Rd
0.5 mi
 - ↩ 2. Turn left onto Ingram Rd
1.1 mi
 - ↩ 3. Turn left onto Clarcona Ocoee Rd
0.6 mi
 - ↗ 4. Turn right at the 2nd cross street onto N Clarke Rd
① Pass by McDonald's (on the right in 2.5 mi)
4.1 mi
 - ↗ 5. Turn right onto FL-50 W/W Colonial Dr
0.5 mi
 - ↩ 6. Turn left onto Blackwood Ave
0.1 mi

Drive to your destination

- 1 min (0.1 mi)
- ↩ 7. Turn left
246 ft
 - ↑ 8. Continue straight
167 ft
 - ↗ 9. Slight right
① Destination will be on the right
138 ft

Health Central Hospital

10000 W Colonial Dr, Ocoee, FL 34761

ACCIDENT OR INCIDENT REPORTING SYSTEM

In the event of an emergency at the site, project personnel should call 911 for emergency assistance. After the immediate emergency situation has been addressed by emergency personnel, SCS project personnel should call the SCS Project Manager and the Client Representative and inform them of the situation. The Project Manager should evaluate the nature of the emergency and direct project personnel actions from that point.

NOTIFICATION PROCEDURES FOR INCIDENTS (CLIENT, LOCAL, STATE, OR FEDERAL)

Site personnel should contact their supervisor immediately when an accident or injury occurs, and provide any needed information so that additional notifications can be determined and completed as needed.

METHODS TO SUMMON EMERGENCY RESPONSE TEAM

Emergency services can be summoned through 911, as this service is active in the area.

RESCUE AND MEDICAL TREATMENT REQUIREMENTS

Stop work authority should be exercised when an injury or accident occurs. The appropriate emergency agency should be contacted and first aid administered, if possible. Contact Kayla Ouellette (601)307-4252 as soon as possible as well. If the injury is not life-threatening and does not require emergency response, contact WorkCare at 1-888-449-7787. First aid kits and fire extinguishers are available in each SCS work truck. Additional first aid or medical support is available in the scalehouse/trailer at the McCormick Transfer Station and in the office building at the Recovered Materials Processing Facility.

SITE EMERGENCIES

In the event of a site emergency, natural disaster or severe weather event, all personnel should evacuate the work area and meet at the main entrance. In the event of an emergency at the site, project personnel should call 911 for emergency assistance.

3 SITE DESCRIPTION

LOCATION DESCRIPTION

The Orange County Solid Waste Management Facility is an active landfill located at 5901 Young Pine Rd., Orlando, FL 32829. Orange County Solid Waste Management Facility which currently takes in approximately 2,500 tons of waste per day, is permitted by the Florida Department of Environmental Protection as a Class I and Class III Solid Waste. The site includes offices, scale, a citizen drop-off area, a yard waste mulching area, waste tire storage area, waste recycling facilities; borrow pits, maintenance areas, and other ancillary facilities.

McCormick Recyclables Transfer Station is located at 701 W. McCormick Ave Apopka, FL 32703. It serves as a transfer station for the County's residential recycling program.

4 GENERAL FIELD SAFETY PROCEDURES

General Standard Operating Procedures (SOPs) and additional SCS Health and Safety procedures and requirements are included in the current SCS Injury Illness Protection Program (IIPP) and on the SCS intranet. These documents are considered a part of this plan. SCS team members will conduct themselves in a professional manner at all times. The following restrictions will also be observed by all SCS personnel and subcontractors to SCS.

- Working while under the influence of intoxicants, narcotics, or controlled substances is prohibited.
- Smoking anywhere on site is prohibited.
- Loose clothing will not be worn on-site. Long hair will be worn up inside hard hat.
- Eating, drinking, chewing gum, smoking, or any practice that increases the probability of

hand-to-mouth transfer and ingestion of material is prohibited on-site, unless in designated break areas.

- No personnel will be admitted to the site without the proper safety equipment, clearance or other approval.
- All personnel must comply with established safety procedures. Any staff member who does not comply with safety policy, as established by the Site Manager, will be immediately dismissed from the site.
- No unapproved work clothes or equipment will be allowed on-site.
- Prescription drugs should not be taken by personnel where the potential for contact with toxic substances exist. Use must be specifically approved by a qualified physician.
- Work areas for various operational activities will be established.
- Work areas will be established based on prevailing site conditions and are subject to change. Personnel should check with the Site Manager for current and appropriate procedures regularly.
- Contact with contaminated or potentially contaminated material should be avoided. Whenever possible, do not walk through puddles, mud, or any discolored ground surface. Do not kneel on the ground. Do not lean, sit or place equipment on drums, containers, or vehicles.
- Due caution will be observed when proceeding on foot through open areas. Personnel will not cross the line of cones that will separate the sorting area from the area where heavy equipment will be operating.
- Any medical emergency supersedes routine safety requirements.

APPLICABLE STANDARD OPERATING PROCEDURES (SOPS) AND PROGRAMS

	SOP Number and Name		SOP Number and Name
X	01 - General Code of Safe Work Practices		22 - Safe Procedures for Working with Sites That Contain Hydrogen Sulfide
X	04 - JTSA and PPE Assessment Procedures	X	24 - Avoidance of Slips, Trips, and Falls
	05 - Work Permits	X	25 - Avoidance and Prevention of Heat and Cold Stress, and Other Weather-Related Hazards

	SOP Number and Name		SOP Number and Name
X	06 - Forklift and Heavy Machinery Operations		26 - All-Terrain Vehicles and Watercraft
	07 - Compressed Air and Compressed Gas Cylinders		27 - OSHA and Other Regulatory Inspections
	08 - Drilling and Well Installation Procedures		
	09 - Electrical Safety		Appendix Letter and Program Name
	10 - Fall Protection	X	B - Hazard Communication
X	11 - Fire Extinguishers		C - HAZWOPER
	12 - Hand and Power Tools		D - Exposure Assessment
	13 - Working Safely with Ladders	X	E - PPE Other Than Respiratory Protection
	14 - Landfill Leachate and Condensate Safe Procedures	X	F - Respiratory Protection
	15 - Lockout and Tagout	X	G - Motor Vehicle and Fleet Safety
	17 - Materials Use and Handling		H - Hearing Conservation
	18 - Polyethylene (PE) Pipe Work Safe Procedures	X	I - Bloodborne Pathogens
X	19 - Site Sanitation Procedures		J - Excavation and Construction Earthwork Program
	20 - Safe Work Practices for Scaffolds		K - Confined Space Entry
X	21 - Safe Procedures for Biological Hazards (Snakes, Insects, Vegetation, Bacteria)		L - Ergonomics Program

JOB TASK SAFETY ANALYSIS (JTSA) AND PPE ASSESSMENT

JTSAs for activities performed at this site have been completed as indicated below and are included in **Appendix A**. A completed JTSA is required for all work tasks performed at the site. **JTSAs are designed to identify steps which involve potential hazards to employees and should be reviewed and understood (and signed providing evidence of understanding) before performing any task at the site. If additional steps or hazards are present, the JTSA should be revised (and the revision signed by all affected staff) to indicate that all items have been appropriately addressed and are understood before proceeding with the task.**

Unless identified in an attached Job Task Safety Analysis (JTSA) form, all project tasks are anticipated to only require **Level D** PPE, as defined by the Occupational Safety and Health Administration (OSHA). Prior to working in a Level C or B environment, each employee is required to be medically qualified (by an approved SCS medical provider) and properly fit-tested

for the needed respiratory protection defined in this plan. The project's designated primary health and safety coordinator will ensure that this is completed per SCS policy, with assistance, as needed, from the SCS Corporate Health and Safety Director (CHSD). IN ADDITION, ANY EMPLOYEE WORKING AT A SITE AS DEFINED IN 29 CFR 1910.120 (or applicable state OSHA standard) OR REQUIRED BY CONTRACT SHALL BE TRAINED IN ACCORDANCE WITH 29 CFR 1910.120(e) (24-hour or 40-hour HAZWOPER, as appropriate). Each employee will only perform tasks that they have been properly trained to perform. A copy of each employee's training record is available through the SCS OSHC or designee.

SCS field personnel (including subcontractors) will be informed in the use of safety equipment and will be required to wear protective clothing appropriate for the tasks in which they will be involved.

Extra equipment will be located on-site. This equipment will include the following items:

- Dust Masks
- Tyvek Coverall Suits
- Gloves (nitrile and HexArmor: SharpsMaster II)
- High Visibility Safety Vests
- Eye Protection
- Ear Protection
- Hard Hats
- First Aid Kit

Sufficient water for personal use will be brought on-site daily.

SAFE OBSERVATIONS

The SCS SAFE Observation Checklist will be used by field and project personnel. The goal is to make at least one (1) documented observation per quarter during site activities. A copy of a SAFE form is provided in **Appendix B**.

OTHER INSPECTION PROCEDURES

Periodic site inspections may be made by the CHSD, Project Supervisor, Project Manager, and Regional Compliance Auditor or Safety Specialist. There is also the potential for the client or regulatory agencies to visit and inspect the work area. SCS personnel are to perform tasks in compliance with all contractual, regulatory, and company requirements at all times.

SITE CONTROL

SCS and its subcontractors will be restricted to confined areas at both work locations (Recovered Materials Processing Facility and McCormick Transfer Station). These areas will be established at the start of the project. Under no circumstances are SCS employees or subcontractors to enter other buildings and areas of the Recovered Materials Processing Facility or McCormick

Transfer Station not authorized by the Project Leader or Client Representative.

Our clients are responsible for providing SCS employees and subcontractors with safe site access, which includes sites that are free of threats from transients or other aggressive people or animals. If an SCS employee encounters an aggressive person or animal, they should withdraw from the site and contact the Client Representative and their SCS supervisor. The Client Representative is responsible for removing the threats, and SCS employees should not take any affirmative action of their own.

DECONTAMINATION PROCEDURES

The risks of illness due to ingestion of diseased or decomposing materials from the work site are significant. To minimize these risks, all personnel should remove and store the outer layer of their protective clothing (i.e., coveralls, gloves, hard hat, etc.) on-site. Hands, face, and nails should be thoroughly washed, or scrubbed, with soap and water prior to engaging in any activity likely to transmit materials encountered on-site into the mouth. If waste materials come in contact with the skin, that crew member will be temporarily excused to thoroughly wash the affected area with soap and water. A washroom is available on-site.

HANDLING OF HAZARDOUS WASTE MATERIALS

Hazardous materials will be avoided during sample selection. If hazardous materials are encountered during the sorting activities, they will be segregated from the normal recycling streams and put in separate containers.

Caution will be taken when handling mercury-containing wastes such as fluorescent light bulbs. Care will be taken to not break the glass bulb, and to avoid samples with excess amounts of fluorescent light bulbs. Gloves and Tyvek suits will provide skin protection from mercury compounds.

Extreme care will be taken when segregating hazardous materials. If SCS personnel or subcontractors encounter material that may be considered hazardous, they will be instructed to report it to the Client Representative immediately.

HOUSEKEEPING REQUIREMENTS

Washroom facilities are located in the office building at the Recovered Materials Processing Facility and in the scalehouse/office trailer at the McCormick Transfer Station. SCS personnel and subcontractors must thoroughly wash their hands and arms prior to breaks and lunch. SCS personnel and subcontractors must verbally communicate with the Project Leader if bathroom breaks are required during sorting activities. .

Hand sanitizer will be made available to assist with decontamination. A designated break/lunch area will be established at the beginning of the project. SCS personnel and subcontractors must only consume food and drinks in the designated break area.

Each member of the project team is responsible for maintaining a clean, functional, and safe work area. This includes immediately cleaning up spills and not leaving equipment, such as containers, brooms, shovels, etc., in areas designated as walkways or in places where they create tripping hazards. SCS personnel and subcontractors must not throw recyclable materials and waste across the work area. Materials must be carefully sorted directly in designated containers.

5 SITE HAZARDS

Chemical and Physical Agent Hazards

The following chemical and physical hazards should be considered before performing any task or work at the site. The analysis will depend on a thorough understanding of the site's physical characteristics and the task(s) being performed.

Landfill Gas: Landfill gas (LFG) varies from one site to another. LFG consists primarily of methane (about 55 percent) and carbon dioxide (about 45 percent). Other components that may be present include water vapor, nitrogen, carbon monoxide, hydrogen sulfide, and other toxic compounds. LFG is flammable and potentially explosive.

Methane (CH₄): Methane gas is produced at landfills from the decomposition of waste. Methane is a colorless, odorless, flammable, and potentially explosive gas. The flammable range of methane is 5 to 15 percent by volume. Methane is a simple asphyxiate as it is capable of displacing oxygen. Personnel should wear an oxygen monitor when working in any area where gas may be present.

Toxic Compounds: Non-Methane Organic Compounds (NMOCs), as well as inorganic toxic contaminants such as mercury, and sometimes even radioactive contaminants such as tritium, may be present on a site. NMOCs include such toxic compounds as benzene, toluene, chloroform, vinyl chloride, carbon tetrachloride, and trichloroethane, which, although less than 1 percent by weight, are hazardous. These potential hazards should be evaluated on a case-by-case basis.

Hydrogen Sulfide (H₂S): Varies by site, but is typically present between 10 and 200 parts per million (ppm). Hydrogen sulfide can accumulate in low areas such as sumps, holes, ditches, or depressions. Hydrogen sulfide is a primary hazard in confined space entry. Personnel should wear an H₂S monitor to alarm when working in any area where gas may be present.

Leachate: The generation of leachate is caused mostly by precipitation. Once water percolates through waste, it reacts with the products of decomposition, chemicals, and other materials to produce leachate. Risks from waste leachate are due to its high organic contaminate concentrations and high ammoniacal nitrogen. Pathogenic microorganisms and toxic substances from waste are also health concerns. Methane and hydrogen sulfide may also be dissolved in the leachate. This could pose a concern in low ventilated areas where an explosion and/or exposure risk may develop. Workers should avoid direct contact with condensate. Where there is a risk of splashing, spilling, or spraying of condensate, appropriate measures should be taken to avoid contact with skin and eyes. These measures include wearing chemical protective goggles, face shield, gloves, apron, boots, or coveralls, as needed. In the event of direct contact, immediately remove any contaminated clothing and wash the affected area with soap and water. Ensure that all contaminated PPE and clothing are properly decontaminated. Avoid contact at all times.

LFG Condensate: LFG condensate is produced when LFG cools and moisture condenses from the vapor phase to the liquid phase. The condensate then collects in low points of the LFG collection system. It generally contains elevated levels of heavy metals (e.g., chromium) and has

a low pH (< 7.0). Pathogenic microorganisms and other hazardous substances can also be present. Methane and hydrogen sulfide may also be dissolved in condensate. This could pose a concern in low ventilated areas where an explosion and/or exposure risk may develop. Workers should avoid direct contact with condensate. Where there is a risk of splashing, spilling, or spraying of condensate, appropriate measures should be taken to avoid contact with skin and eyes. These measures include wearing chemical protective goggles, face shield, gloves, apron, boots, or coveralls, as needed. In the event of direct contact, immediately remove any contaminated clothing and wash the affected area with soap and water. Ensure that all contaminated PPE and clothing are properly decontaminated. Avoid contact at all times.

Poisons: Pesticides, cleaners, or other toxic materials of various types may be present in the waste and recycling streams. Avoid contact with these items. Pay close attention to where you walk and what you touch such that materials do not accidentally come into contact with skin, eyes, mouth, or clothing. Immediately remove any contaminated clothing, and wash with hot soapy water any skin that becomes contaminated. Avoid contact at all times.

Flammables: Fuel such as gasoline and diesel can be present at solid waste facilities. Additionally, paint thinners or other flammable materials may be present in the waste and recycling streams. The primary risk associated with these materials is fire. Keep all ignition sources away from flammable materials. Do not smoke, unless in designated areas. Pay close attention to where you walk and what you touch such that materials do not accidentally come into contact with skin, eyes, mouth, or clothing. Immediately remove any contaminated clothing, and wash with hot soapy water any skin that becomes contaminated. Avoid contact at all times.

Oxidizers: Fertilizers, pool chemicals, chlorine, or other oxidizers may be present in waste and recycling streams. The primary risk from oxidizers is an increased fire potential. Keep fire and fuel or oil away from oxidizers. Do not smoke, unless in designated areas. Pay close attention to where you walk and what you touch such that materials do not accidentally come into contact with skin, eyes, mouth, or clothing. Immediately remove any contaminated clothing, and wash with hot soapy water any skin that becomes contaminated. Avoid contact at all times.

Corrosives: Acidic and caustic materials may be present in waste and recycling streams. The primary risk from corrosives is damage to the skin or eyes. Pay close attention to where you walk and what you touch such that materials do not accidentally come into contact with skin, eyes, mouth, or clothing. Immediately remove any contaminated clothing, and wash with hot soapy water any skin that becomes contaminated. Avoid contact at all times.

Physical Hazards

The following physical hazards should be considered before performing any task or work at a solid waste facility. Depending on the task(s) being performed, any or all of these hazards may be present.

Heavy Equipment: Compactors, bull dozers, loaders, track hoes, forklifts and large trucks, and other vehicles are present at solid waste facilities. Loud noise and limited visibility can increase the threat of being run over or crushed by these vehicles. Wear high-visibility vests (recommend Class III) and coordinate with vehicle operators when working in the vicinity of these pieces of

equipment. Heavy equipment hazards are especially present at or near a landfill's working face, on tipping floors, near scalehouses, and on access roads. When working in these area(s), equipment operators must be notified. These vehicles should not be operated within 50 feet of a person on foot. The use of a second person (as a spotter) should be done when working in this area. Only trained personnel should operate heavy equipment.

High Pressure: Gas or liquids in pipes or cylinders can pose hazards related to the pressure that may exist in the vessel. Any vessel or conveyance that has the potential to contain pressurized liquid or gas must be carefully evaluated before performing work. Do not cut or open a vessel or pipe until it is verified that the pressure has been released or eliminated. Wear proper protective equipment (safety glasses, face shield, gloves, apron, or coveralls) as needed to provide a barrier from contact with materials. The presence of flammable gas or liquids presents additional hazards from fire or explosion. All sources of ignition should be eliminated when working with these materials.

Steep and Uneven Terrain: Treacherous footing on slopes (i.e., sandy soil/clay), heavy equipment, or wildlife that could be present on slopes or in bushes all present hazards at disposal sites. Walking, driving, or operating heavy equipment on steep hills or uneven terrain can be dangerous. These areas should be avoided whenever possible. When it is necessary to walk or drive in such locations, great care should be taken. Move slowly and be aware of loose materials or holes that could be present. Sharp items or spilled materials may also exist and should be avoided. When traversing steep terrain, drive straight up or down slopes to reduce the possibility of roll over. Holes, pits, and ditches may be present. Falling or driving into these hazards can be avoided by becoming familiar with the site. Tall grass or vegetation can hide these features.

Do not drive on areas with which you are not familiar. Discuss access routes and hazards with the Client Representative. A good rule of thumb for driving is: "When in doubt—get out."

Lakes and Ponds: Water or leachate ponds and lakes may be present at solid waste facilities. Drowning can occur in only a few inches of water. The sides of ponds, lakes, and ditches containing water or leachate can be slippery. These areas should not be accessed unless necessary for tasks being performed. The use of approved flotation devices is required when working near any water body. A second person (buddy system) should be used when working in areas where water hazards are present.

Electrical: Electrical hazards at solid waste facilities fall into two categories. The first category includes underground or overhead electrical power lines that may be encountered. The location of all electrical power lines should be determined before any digging or excavation is performed. The presence of overhead electrical power lines should be determined so that contact with tall equipment (loaders, track hoes, etc.) can be prevented. Contracted locater services and/or physical protective measures (barriers or line covers) should be used as needed.

The second category of electrical hazard at solid waste facilities includes working on energized (powered) equipment or systems. Projects that may involve exposure to any form of hazardous energy, including electrical energy, must be performed in compliance with requirements described in **SOP 9** (Electrical Safety) of the SCS Health and Safety Program Manual. Special care should be taken while working in wet areas where electrical power is present. Activities

occurring in proximity with electrical power require that extreme caution be exercised to avoid accidental contact with pipes, ladders, tools, or body parts.

Lightning: The danger of lightning strike is increased when work occurs on the elevated surface of a solid waste facility. Lightning can strike miles ahead of a storm when no rain is present. All outside project work should be stopped immediately when lightning is visible or thunder is audible. All personnel should seek shelter off the elevated surface of the solid waste facility and remain inside a building (primary) or vehicle (secondary) until the danger passes. Do not take shelter near tall objects such as power lines, trees, antennas, or the flare stack. Work can resume when the lightning is no longer visible and the thunder cannot be heard.

Heat-Related Injuries: Elevated body temperatures can cause serious injury or death. Working outdoors, in the sun, or in a non climate-controlled facility increases the chance of heat-related injuries. This hazard is especially critical when PPE (such as coveralls or rain gear) is worn, since heat from the body becomes trapped inside clothing. Personnel should drink plenty of liquids and take breaks as needed. The following describes the various **Heat Disorders and Health Effects:**

- **Heat Stroke:** This disorder occurs when the body's system of temperature regulation (e.g., sweating and evaporation) fails and body temperature rises to critical levels. The condition is caused by a combination of highly variable factors, and its occurrence is difficult to predict. Heat stroke is a serious hazard. Primary signs and symptoms are confusion, irrational behavior, loss of consciousness, convulsions, a lack of sweating (usually), hot, dry skin, and an abnormally high body temperature. If a worker shows signs of possible heat stroke, call 911 to obtain **immediate** medical assistance. The worker should be placed in a shady area, and his or her outer clothing should be removed. The worker's skin should also be wetted and air movement around the body increased to improve evaporative cooling until professional methods of cooling are initiated and the seriousness of the condition can be assessed. Fluids should be replaced as soon as possible--by mouth only if the worker is conscious. The medical outcome of an episode of heat stroke depends on the victim's physical fitness and the timing and effectiveness of first aid treatment. Regardless of the worker's protests, **no** employee suspected of being ill from heat stroke should be sent home or left unattended unless a physician has specifically approved such an order.
- **Heat Exhaustion:** The signs and symptoms of heat exhaustion include clammy skin, headache, nausea, vertigo, weakness, thirst, and giddiness. Fortunately, heat exhaustion responds readily to prompt treatment. This condition, however, should not be dismissed lightly, for several reasons. One is that fainting associated with heat exhaustion can be dangerous because the victim may be operating machinery or controlling an operation that should not be left unattended. The victim could also be injured when he or she faints. While the signs and symptoms associated with heat exhaustion are similar to those of heat stroke, the notable difference (with heat exhaustion) is clammy skin. Workers suffering from heat exhaustion should be removed from hot environments and given fluid replacement, by mouth only if the workers are conscious. They should also be encouraged to get adequate rest.

- **Heat Rashes:** The most common problem occurring in hot work environments is heat rash. Prickly heat is manifested as red papules and usually appears in areas where the clothing is restrictive. As sweating increases, the papules give rise to a prickling sensation. Prickly heat occurs in skin that is persistently wetted by unevaporated sweat, and papules may become infected if they are not treated. In most cases, heat rash will disappear when the affected individual returns to a cool environment.
- **Heat Fatigue:** One factor that predisposes individuals to heat fatigue is the lack of acclimatization. Use of a program of acclimatization and training for work in hot environments are advisable. The signs and symptoms of heat fatigue include impaired performance of skilled sensorimotor, high-concentration, or high-vigilance activities. The sole treatment available for heat fatigue is to remove heat stress and increase fluid replacement before a more serious heat-related condition develops.

Cold-Related Injuries: In winter weather conditions, there is a potential for injury from cold, including dehydration, frostbite, heavy shivering, excessive fatigue, drowsiness, irritability, and euphoria. If workers show these symptoms, work should cease and affected personnel rest in heated buildings or vehicles.

Biological Hazards

Rodents, poisonous insects, snakes, other animals and/or plants are a natural part of any ecosystem. They are sometimes difficult to eliminate or avoid on some solid waste facilities because those sites are rural and remote. Employees should be aware of the potential for encountering these types of animals and plants. Where possible, nesting places should be removed or access to them should be limited. If several infestations occur, remedies should be discussed with a supervisor and the client (see **SCS IIPP, SOP-21**, for precautions and treatment for biological hazards). The following could be encountered in performance of the operation, maintenance, and monitoring functions of a project:

Hantavirus: Infection typically occurs by the inhalation of tiny airborne droplets of fresh or dried rodent excretions. Transmission to humans may also occur through direct contact with rodents or rodent-contaminated materials, and ingestion of contaminated food or water is also a possible route of transmission. Sweeping or “shaking out” rodent-contaminated materials should be avoided unless performed using respiratory protection. The early symptoms of hantavirus disease are flu-like (fever, chills, muscle aches). For a very short period of time, the infected person starts to feel better. Then, within 1 to 2 days, he or she may develop shortness of breath. The disease gets worse quickly and leads to respiratory failure, a condition known as Hantavirus Pulmonary Syndrome (HPS). About half of all HPS patients experience these symptoms, which usually occur 1 to 5 weeks from contracting the illness.

Lyme Disease: A tick-borne bacteria that causes a range of debilitating symptoms (i.e., flu-like discomfort, joint pain, fatigue, headache, lack of concentration, facial paralysis). The most outstanding symptom of the disease is a bulls-eye rash from the tick bite. Personnel should avoid areas known to harbor ticks, and use insect repellent containing DEET to limit the possibility of being bitten.

Mosquitos/No-see-ums: Mosquitoes suck blood to obtain proteins and other nutrients necessary for egg development, so only female mosquitoes "bite" or sting.. Once it locates a host, the female will probe the skin for a blood capillary then insert its very thin and sharp proboscis through the skin into the blood vessel and begin sucking blood. In the process, the mosquito will inject a small amount of saliva, which functions both as a lubricant for proboscis insertion and as an anticoagulant (prevents blood clotting). It is the proteins in the saliva that evoke an immune response and cause the swelling and itching. When a mosquito bites someone, it does not inject its own blood or the blood of an animal or person it has bitten before into the next person it bites. Salivary fluid injection and blood uptake occur through separate passageways. Diseases are transmitted only if the disease organism reproduces in the mosquito, or at least survives long enough to infect the salivary glands.

No-See-Ums are also referred to as Biting Midges, Biting Gnats, Punkies or Sand Flies. They are so small they can get through screens on windows and doors. Besides causing painful bites, they can also be vectors of diseases, particularly in tropical regions. Even if a No-See-Ums is not a vector of disease, it can still be a pest, ending up in a person's mouth, nose, ears and eyes.

If you are bitten, avoid scratching the bites. This could lead to infection. Mosquito/ no-see-um bites are best treated by washing with a mild soap solution and applying over the counter calamine or cortisone containing lotions. Scratching the area should be avoided. A few people may be severely allergic to mosquito bites and should seek medical attention if dizziness or nausea occur.

Mosquito bites can be avoided in several ways:

- Remove all water holding containers that may serve a mosquito breeding sites. If containers can't be removed, drain them and cover them so that they don't collect water, or flush every 2 or 3 days.
- Avoid outdoor activities when mosquitoes are most active. Specific times vary with the mosquito species, but the hours around dawn and dusk are particularly important.
- Wear protective clothing (long sleeves, socks and long pants).
- Use insect repellent. The most effective insect repellents are those that contain DEET. DEET is the abbreviation for the chemical N,N-diethyl-meta-toluamide. DEET has been sold in the United States since 1956 and is used by 50-100 million people each year. It repels mosquitoes, biting midges, fleas, ticks, horse flies, deer flies and chiggers. Repellents containing DEET are available as pump sprays, aerosols, lotions, creams, soaps and sticks.

Zika Virus: Zika is a mosquito-borne virus that has been reported in several places in the continental US (specifically Miami-Dade County, Florida and Brownsville, TX). Zika virus is transmitted to people primarily through the bite of an infected Aedes species mosquito (*Ae. aegypti* and *Ae. albopictus*). These are the same mosquitoes that spread dengue and chikungunya viruses. Zika can also be passed through sex, even if the infected person does not have symptoms at the time.

Many people infected with Zika virus won't have symptoms or will only have mild symptoms. Zika virus usually remains in the blood of an infected person for about a week. Signs and symptoms of Zika include:

- Fever
- Rash
- Headache
- Joint pain
- Conjunctivitis (red eyes)
- Muscle pain

Zika infection during pregnancy can cause a birth defect of the brain called microcephaly and other severe brain defects. It is also linked to other problems, such as miscarriage, stillbirth, and other birth defects. There have also been increased reports of Guillain-Barré syndrome, an uncommon sickness of the nervous system, in areas affected by Zika.

No vaccines exist to prevent Zika. There are steps to take to protect yourself from mosquito bites:

- These mosquitoes typically lay eggs near standing water in things like buckets. They prefer to bite people, and live indoors and outdoors near people.
- Mosquitoes that spread chikungunya, dengue, and Zika bite during the day and night.
- Mosquitoes become infected when they feed on a person already infected with the virus. Infected mosquitoes can then spread the virus to other people through bites.

If you or your partner have recently traveled to Miami-Dade County, Florida or Brownsville, Texas or other areas and countries with Zika warnings and exhibit symptoms of Zika, talk to your SCS H&S representative or SCS Site Team Leader.

Ticks: Small arachnids that are larger than mites and come in a variety of forms and sizes. Ticks attach themselves to warm-blooded animals and extract blood from the host. It should be noted that ticks harbor at least two diseases:

- **Rocky Mountain Spotted Fever** is carried by some ticks and can be fatal. Symptoms can include fever, headache, and chills, experienced a few days after being bitten by a tick. Wood ticks can carry this disease.
- **Lyme Disease** is usually carried by the small deer tick. It may take as long as 72 hours of feeding to transmit infection, so brief contact with such ticks should not be cause for alarm. Symptoms may include red rash around the point of entry and/or flu-like ailments. Antibiotics are usually effective in relieving symptoms and in preventing progression of the disease to more serious stages. If left untreated for weeks or months, Lyme Disease can cause serious nerve and heart ailments, such as meningitis and myocarditis. Months or years after initial infection, affected people may develop arthritis that can last for

years. If you are concerned about exposure to this disease, you can request that you be tested for this disease through your OHSC.

Ways to protect yourself from ticks:

- When in the woods, wear clothing that covers the skin and fits snugly around the wrists, ankles, and waist. In areas known to heavily infested, openings at the pant legs and wrists should be sealed with duct tape. Avoid contact with vegetation such as tall grasses and bushes as ticks may transfer from these locations on to you.
- Wear light-colored clothing to make it easier to spot ticks.
- Use tick repellents (DEET) when working in areas known or suspected to be tick-infested.
- Apply tick repellent to clothing, concentrating on areas most accessible to ticks (for example, shoe tops, socks, and pant cuffs).

After being in a tick-infested area, check closely for any small ticks on the skin (especially the scalp and hair) and clothing. Ticks not completely removed can increase the likelihood of infection. If you find an attached tick, remove it, exercising care not to squeeze the insect's abdomen, since this may cause expulsion of fluids into the wound. The following procedures can be effective in removing ticks:

- Use tweezers to **slowly** pull the tick out of the skin.
- Grasp the tick as close to the skin as possible before removing.
- **Do not** attempt to burn the tick off with matches or hot objects.
- **Do not** attempt other home remedies, such as coating ticks with Vaseline.
- Contact WorkCare (888.449.7787) if you have difficulty in removing the tick or at the first sign of symptoms.

Chiggers: These are red six-legged mite larva approximately the size of a pinhead. Chiggers suck blood and cause intense itching or irritation. To eliminate chiggers, methods outlined above for protecting against ticks can be effective. Flowers of sulfur (sulfur powder sold in drugstores) are known to be chigger repellent.

Fire Ants: Any of a genus (*Solenopsis*) of fiercely stinging ants. Fire ants got their name because their sting literally burns like fire. Fire ant venom is much more potent than other insects' venom in that it contains a high concentration of piperidine, an alkaloid compound with a high pH that is 95% insoluble in water. Piperidine is related to piperine, the main active ingredient in black pepper. Fire ant venom also contains a smaller amount of protein than is normally found in stings.

- Do not disturb any ant mounds or nests as the ants will leave the nest or mound and climb up anything they find.
- If fire ants do crawl onto your skin, they first bite with their mandibles in order to anchor for the thrust of the sting. As soon as you feel this pinching sensation, quickly sweep the ants off before they actually sting and you can avoid most of the damage from an ant sting.
- Immediately after being stung, wash off the area with alcohol, try not to scratch it so it doesn't get infected. Sometimes a white pustule will form the second day, but it will eventually be resorbed. Apply a hydrocortisone cream to the sting area to reduce inflammation. A thick paste of baking soda and water can also help right after the sting. Careful application of ice will help decrease pain, but can burn the skin if left on too long. If the pustule becomes infected, apply an antibiotic cream and keep the area clean and contact WorkCare (888.449.7787). Antihistamines may help with local reactions: burning and itching.
- If other reactions occur soon after the stings, i.e., difficulty breathing, itchy rash, loss of consciousness, etc., get the person to an emergency room immediately and then contact WorkCare (888.449.7787). About 1% of the population have the potential for serious and dangerous reaction to fire ants. A physician can prescribe a single dose epinephrine auto injector device to carry with you in case of subsequent ant stings and anaphylactic reaction.

Bees and Wasps: Some people are highly allergic to stings from these insects (if so, those people should ask a physician for an emergency sting kit, and carry it at all times). The following are first aid procedures for bee or wasp stings:

- Remove the stinger by scraping it out with the edge of a knife blade, tweezer tips, or similar device. **Do not** squeeze the stinger.
- **Do not** use tweezers to grasp the stinger to remove it, as this may inject more poison.
- Cover the wound, apply a cold pack, and watch for allergic reaction (note: stingers remaining in the body are a problem with respect to bee stings, but not wasp stings).
- Contact WorkCare (888.449.7787) or seek medical attention if an allergic reaction occurs.

Africanized Honey Bees: This species of bee is aggressive and unpredictable. It responds quickly and stings in large numbers; senses threats from people or animals 50 feet or more from the nest; senses vibrations from power equipment 100 feet or more from the nest; swarms frequently to establish new nests; pursues an enemy 3 miles or more; and nests in small cavities and sheltered areas. It is almost impossible for an untrained person to tell the difference between honey bees and Africanized honey bees, therefore, avoid any and all areas known to contain bees. Notify your supervisor if you spot a bee nest.

Spiders: Venomous spiders indigenous to the Southeast include Black Widows and the Brown Recluse:

- **Black Widows** are shiny black spiders with long legs, approximately 2 inches in size. Females have an hourglass-shaped red mark on the underside of their abdomens.
- **Brown Recluses** are brown spiders approximately 1 to 2 inches in size. They have long legs and a distinctive dark brown fiddle-shaped marking on the underside. These spiders produce a dangerous necrotizing agent.



Snakes: Many different species of snakes are commonly found near the Recovered Materials Processing Facility since it is located next to a nature preserve. Rattlesnakes, vipers, and coral snakes are poisonous. Not all rattlesnakes give audible warning before they strike. Extra caution should be taken if tools or other materials are dropped in highly vegetated areas, around rocks, into stockpiles of pipe or other objects, or when walking through highly vegetated areas where visibility (of the ground) is limited. The most active times for snakes are morning, late afternoon, and early evening; however, encounters could happen at any time of the day. Walking loudly, shuffling feet, or making noise while working is recommended. Boots that reach mid-calf or snake guards are recommended.

Venomous Snakes: Eastern diamondback rattlesnakes, dusky pigmy rattlesnakes, copperheads, cottonmouths/water moccasins and coral snakes are venomous snakes common to the area. Not all rattlesnakes give audible warning before they strike.



Eastern Diamondback Rattlesnake



Cottonmouth/Water Moccasin




Copperhead



POISONOUS PLANTS

Poison ivy, poison oak, and poison sumac cause a short-lived but extremely irritating allergic form of contact dermatitis. The leaves, stems, and roots of these plants contain the resin urushiol, even small amounts of which on exposed skin can trigger an inflammatory allergic reaction. Urushiol can be transferred by fingers or animal fur, and can remain on clothing, shoes, and tools for a number of months. Urushiol particles can also travel in the wind when the plant is burned in a fire. Scratching the rash does not spread the poison to other parts of the body, but can prolong discomfort and cause a secondary infection.

The rash from urushiol generally develops within 2 days, peaks after 5 days, and starts to decline after about a week or 10 days. While some people survive exposure without ill effects, complete immunity is unlikely. People who seem immune from poisonous plants at one time and place may find themselves vulnerable in other situations. Of primary concern are:

- **Poison Ivy:** A plant (*Rhus toxicodendron*) characterized by leaves arranged in threes, ranging from less than a foot to 5 feet in height when the plant is free standing or taller when climbing. Poison ivy has greenish flowers and white berries, and its leaves turn yellow in the fall. When oils from the plant contact skin, they can produce a rash and intense dermal itching. 
- **Poison Oak:** Characterized by alternate leaves with three or occasionally five veined, shiny leaflets, poison oak thrives throughout the United States. In autumn, the leaves turn a deep red color. Exposure to the oily sap contained in all parts of the poison oak (roots, stem, leaves, flowers, and the fruit [berries]) may cause skin irritation ranging from mild to severe. Between 50 and 85 percent of the population is allergic to poison oak, resulting in a more severe reaction when exposed. Primary contamination results from contact with bruised or broken plant parts that release toxicodendrol, an oily resin containing urushiol. Because the lacquer-like resin does not dissolve in water, it is difficult to wash off and its toxicity persists for a long time. 
- **Poison Sumac:** A shrub (*Toxicodendron vernix*) characterized by pinnate leaves that have red stems and leaf veins, clusters of greenish yellow flowers that produce ivory-white fruit with a fleshy outer skin, and poisonous oils that irritate the skin. 

Treatment for Exposure to Poisonous Plants

If you think you have been exposed to poison ivy, oak, or sumac, wash all exposed areas thoroughly. If you can do this within five minutes of contact, you may often avoid allergic reaction. You can also treat most cases of the rash with applications of calamine lotion, Burrow's

Solution, or over-the-counter topical remedies containing antihistamines or hydrocortisone. Cold compresses--15 to 30 minutes several times a day--are useful for relieving itching and blistering; cool showers are also effective. A cortisone shot may relieve the itching, particularly within 24 hours of exposure.

Oral corticosteroids or antihistamines may also relieve the symptoms, but both drugs can have unwanted side effects. If you have complications from a severe case, you may need to see a doctor.

If you do contact any of these poisonous plants, be sure to clean your clothing, tools, or any gear that you may have had with you. Because urushiol can remain on clothing or other items for extended periods, touching these items can cause reinfection later.

Prevention of Exposure to Poisonous Plants

The best way to prevent exposure to poisonous plants is to learn to recognize these plants, and avoid contact with them. Barrier ointments or lotions from outdoor suppliers help if you are working around heavy vegetation.

Appendix A – Job Task Safety Analysis (JTSA)

Appendix B – SAFE Form

**JOB TASK SAFETY ANALYSIS AND PPE ASSESSMENT FORM-
JTSA-ES- 16- WASTE SORT**

Job Task Safety Analysis Form-01				
Task Type (Check all that Apply)	Solid Waste	Task Description (include an estimate of task duration in hrs/day) Three sort days at the Orange County Landfill and two sort days at the McCormick Recyclables Transfer Station, approximately 8 hours per day.		Location or Project: McCormick Recyclables Transfer Station and Orange County Landfill
				Date Revised: 10/01/2018
				Project #/Revision #: 09213200.36
Analysis Team Member	Position Title		Reviewed by	Position Title
Brent Dieleman	Senior Project Professional		Kayla Ouellette	OHSC
Special Training Required		Bloodborne pathogens training		
Applicable SAFE Checklist(s): Specify type and category number		Environmental Services/Solid Waste Checklist		

This form is the certification that the hazard assessment has been performed for the workplace as required by 29 CFR 1910.132.

Job Task Step	Potential Environmental and Personnel Hazards ¹	Critical Actions	PPE Required
1. Drive to site, set up sorting table and containers.	Heavy lifting Slips/trips/falls Vehicle traffic	<ul style="list-style-type: none"> • Check in w/facility • Ensure work area is secured/isolated • Use buddy system • Employ safe lifting behaviors • Stretch/warm-up 	Head: Hardhat Body: Safety vest Foot: Steel--toe ANSI boots Hand: Nitrile + Leather outer glove Respiratory: None Hearing: None Eye/Face: Safety glasses
2. Collect recyclables samples from the tipping floor area	Heavy lifting Vehicle/HE traffic Slips/trips/falls Medical/bio waste Sharps Chemical exposures	<ul style="list-style-type: none"> • Use buddy system • Stay visible • Use safe lifting • Set up away from traffic • Give directions to bobcat operator • Avoid heavy EQ traffic 	Head: Hardhat Body: Safety vest Foot: Steel--toe ANSI boots Hand: Nitrile + Puncture Resistant Gloves Respiratory: Dust mask Hearing: Earplugs Eye/Face: Safety glasses
3. Hand-sort solid waste materials on the sorting table.	Heavy lifting Vehicle/HE traffic Slips/trips/falls Medical/bio waste Sharps Chemical exposures Stress/hygiene concerns	<ul style="list-style-type: none"> • Use buddy system • Stay visible • Use safe lifting • Set up away from traffic • Brush trash (vs digging) • Wash hands freq. • Stay hydrated • Shift breaks 	Head: Hardhat Body: Safety vest Foot: Steel--toe ANSI boots Hand: Nitrile + Puncture Resistant Gloves Respiratory: Dust mask (optional) Hearing: Earplugs (optional) Eye/Face: Safety glasses
4. Cleanup and Decontamination	Heavy lifting Slips/trips/falls Vehicle traffic	<ul style="list-style-type: none"> • Ensure work area is secured/isolated • Use buddy system • Employ safe lifting behaviors • Stretch/warm-up • Decontaminate PPE 	Head: Hardhat Body: Safety vest Foot: Steel--toe ANSI boots Hand: Nitrile + Leather outer glove Respiratory: Dust mask (optional) Hearing: None Eye/Face: Safety glasses
5. Demobilization	Vehicle/HE traffic	<ul style="list-style-type: none"> • Check out w/facility 	Head: None Body: High Visibility Vest Foot: Steel--toe ANSI boots Hand: None Respiratory: None Hearing: None Eye/Face: None

End of JTSA Form

May 7, 2019
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSAL (RFP) #Y19-1057-SW, ADDENDUM NO. 1
RECYCLING IMPROVEMENT CONSULTING SERVICES

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~striketrough~~.

A. Questions and Answers:

QUESTION 1 :M/WBE Participation The request for proposal (RFP) released by Orange County on April 22, 2019, clearly states the goal of certified minority/women business enterprise is 24% of the contract value for this project (Section 3, Page 6). This requirement complies with Orange County M/WBE Ordinance (No. 94-02 and amended by Ordinance No. 2009-21), which addresses the County's commitment to support the employment of local small businesses in County projects.

It is important to note that the utilization of minority-owned and women-owned businesses is feasible within the requirements layout for this endeavor. In fact, two out of the only four companies that attended the pre-bid meeting for this RFP are M/WBE's with a strong experience, qualifications, and capabilities to contribute to a large portion of the project deliverables. On behalf of all minority businesses, we ask Orange County to continue the stated minority participation goal and selection-criteria points, in order to protect the M/WBE 's opportunity to compete for a fair share of these services.

Can you please confirm that:

- a. The 24% M/WBE utilization requirement is still in place?
- b. The selection criteria include 10 points for M/WBE utilization?

ANSWER 1:

- a. **The initial review of M/WBE availability focused on M/WBE firms with approved areas of certification for Recycling consulting services only. Another review was conducted on areas of certification for sustainability, LEED and quality control analysis. Currently, we have several firms with these approved areas of certification. Therefore, the 24% M/WBE utilization goal is applicable for this solicitation.**
- b. **Yes, the weighted score for the M/WBE Utilization Selection Criteria is 10 points.**

QUESTION 2: Task 1 states the contractor will provide overall project and program administration.

- a. Who is the primary contact we will be working in coordination with?
- b. Do you have a project plan established or will the bidder be writing one in coordination with your team?

ANSWER 2:

- a. **Currently, the Senior Utilities Maintenance Coordinator is assigned as the primary contact/project manager. The County's reserves the right to assign whomever it believes appropriate as project manager and the assigned project manager may change at any time at the sole discretion of the County.**
- b. **Project Scope and Objectives, Task 2 describes specific plans the Consultant shall be required to develop. Project planning will be an on-going activity.**

QUESTION 3: Task 2 requests planning, organizing, and directing of fieldwork.

- a. Will the County advise residents of the fieldwork to prevent sensitivity issues?
- b. Task 2-C references a hand-held technology that *"For the initial period, data tracking system provided by Orange County grantor."* Can you please elaborate?
- c. Can you please detail what the County will provide and what the selected contractor will need to provide for software and hardware to complete the residential bin audits?
- d. Will the County require the selected contractor to use the Rubicon software?
- e. Will the selected contractor be required to pay a licensing fee for the Rubicon software?
- f. Will the selected contractor be required to provide hand-held devices for after the grantor's time has expired?
- g. The RFQ specifies the number of households per day for 5 days, but it doesn't indicate how many households. Is there a household count goal?
- h. Can we get a copy of the cart audit report from your pilot?

ANSWER 3:

- a. **County will be responsible for advising residents by printing and mailing informational items to residents in each target area.**
- b. **County has a grant agreement with The Recycling Partnership (TRP) through the end of calendar year 2019. TRP has committed to providing hand held units and software for that period. The initial period will be through the end of calendar year 2019 for the purposes of this question.**
- c. **Contractor will be required to assure its staff has handheld units capable of supporting TRP's software after the initial period. After the initial period, the County will be responsible for licensing fees or other costs for software (not hardware) support. The County will reimburse the Contractor for payments it makes to the software supplier on a direct pass-through basis with appropriate backup documentation provided, or the County shall pay such fees directly to software supplier. No mark-up will be**

allowed on the software system. However, the Contractor costs for administering and maintain the data system will be at hourly rates on a Delivery Order basis.

- d. The County will require the Contractor to use the TRP supplied software and hardware during the initial period. After the initial period, the County will be responsible for paying for the software as described above. The County and the Consultant may mutually agree to the use of an alternative software system.
- e. There will be no software fees during the initial period. The County will be responsible for any software licensing fees as described above.
- f. Yes. The selected contractor will be required to assure its field employees have hand-held devices after the initial period.
- g. On a daily basis it is the County's experience about one-half of a collection route can be surveyed by one team (approximately 600 to 800 homes depending on household density and other factors). In its grant agreement with TRP, the County has a goal to target 36,000 households during the initial period. The grant award from TRP to the County is \$193,000. After the initial period, the labor effort will be determined by customer outreach needs, success of the improvement program, County budget, the size of target areas for each event, and other criteria. It is the County's desire to have multiple teams regularly performing tagging operations as directed on a Delivery Order basis.
- h. Copy of project results are attached to this Addendum #1.

Question 4: Task 3 states a requirement for a 30 material categories sort of recyclables and a 45-material category sort of waste.

- a. What is objective behind this the micro-detail request for the material sorts?
- b. Is this data to determine the marketability of materials?
- c. Do you want composition and capture rates from the sorts?

ANSWER 4:

- a. The sorts are intended to identify components of the recycling or disposed waste stream, and to compare results over time.
- b. Collected data may be used by County to set the average market value for the incoming recycling stream.
- c. Goal of composition studies is to determine composition. Composition studies are expected to be conducted in a manner consistent with the ASTM method cited in the RFP. Separate Delivery Order(s) would need to be developed for capture rate studies.

QUESTION 5: What are the two locations requested for the recycling and waste composition studies?

- a. MRF and Transfer station?
- b. Will the transfer station have available equipment and space to allow the material composition sorting?

ANSWER 5:

- a. Location for recycling composition studies will be the MRF and the McCormick Transfer Station. Waste composition studies may be conducted at the landfill or the Porter Transfer Station or McLeod Transfer Station.**
- b. Suitable space will be dedicated for the sorting area at each facility. The County will help obtain 200 pound samples and deliver them to the sort area. The Consultant will be responsible for providing all necessary sorting equipment, materials, and personnel. The Consultant will be responsible for providing a tent.**

QUESTION 6: In Task 5 requests an undetermined number of focus groups with 6-12 people for 2-4 hours.

- a. How many focus groups or total residents are you looking for?**
- b. Has the County performed resident focus groups on waste and recycling before?**
- c. Were you successful in getting residents to attend for longer than 2 hours? In our experience, maximum productivity and engagement from focus groups is reached within a 90-minute period.**

ANSWER 6:

- a. Estimate is two focus groups per year, but actual work will be assigned on a Delivery Order basis.**
- b. No. The County has not performed resident focus groups on waste and recycling.**
- c. See response to question 6(b).**

QUESTION 7: Under Personnel Requirements you require the bidder to provide safety vest, shirt, or jacket which displays the name of consultant and "Recycling Quality Improvement Team"

- a. Will the County provide vehicle decals, County logo for clothing, to advise residents we are working for the County?**

ANSWER 7:

- a. The County will provide any Orange County logos, magnets, and other related approved items to help advise residents the Consultant is working with the County.**

QUESTION 8: What is the established max value for the contract?

ANSWER 8: This information has not been determined.

QUESTION 9: When is the expected date of award after bid submissions?

ANSWER 9: September 2019.

B. CLARICATION:

The following clause has been added to Section 1, General Terms and Conditions

33. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

C. ACKNOWLEDGEMENT OF ADDENDA

- c. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.

- d. All other terms and conditions of the RFP remain the same.

- e. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Issue Date: April 22, 2019
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NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y19-1057-SW, RECYCLING IMPROVEMENT
CONSULTING SERVICES
TERM CONTRACT**

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

PROPOSAL SUBMISSION DUE DATE:

Sealed proposals in an **original** and seven (7) **copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, May 23, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-PROPOSALS CONFERENCE:

A **Non-Mandatory Pre-Proposal Conference** will be held on **Monday, April 29, 2019, 1:00 PM**, located at **5901 Young Pine Road, Orlando, FL 32809**. Attendance is not mandatory but is encouraged.

NOTICE TO PROPOSERS:

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

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to **Sherry.Wooten@ocfl.net**, no later than 5:00 PM **Tuesday, April 30, 2019** to the attention of Sherry Wooten, Procurement Division, referencing the RFP number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

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

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

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

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

2. QUESTIONS REGARDING THIS RFP

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

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

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

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

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

3. **CONTRACT TERM**

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

4. **DRAFT CONTRACT**

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

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

5. **INSURANCE**

The Consultant 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 the Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by the Consultant under this contract. The Consultant 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 Consultant shall require and ensure that each of its sub-Consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

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

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

Required Coverage:

Commercial General Liability - The Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. 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 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 Contractor does not own automobiles the 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 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 Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

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

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the 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 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 Contractor of the obligation to provide replacement coverage.

By entering into this contract 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 Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then 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 Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the 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 Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. 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 Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

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

6. POST AWARD MEETING

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

7. ACCEPTANCE/REJECTION/CANCELLATION

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

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

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

8. 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.

9. CLARIFICATION

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

10. WITHDRAWAL OF PROPOSAL

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

11. SEALED PROPOSALS

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

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

Proposers are encouraged to utilize the label provided herein.

12. PROPOSAL PREPARATION

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

13. ACCOUNTING SYSTEM

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

14. SHORTLISTS, PROTESTS AND LOBBYING

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

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

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

Orange County Protest Procedures

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

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

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

15. 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 Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

16. 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.

17. 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.

18. VERIFICATION OF EMPLOYMENT STATUS

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

<http://www.uscis.gov/portal/site/uscis>.

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

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

19. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

20. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

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

21. CONFLICT OF INTEREST

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

22. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

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

Untimely debriefing requests will also be considered.

23. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

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

24. CONFIDENTIAL INFORMATION

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

25. PUBLIC RECORDS COMPLIANCE

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

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

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

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5897**

26. 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.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

28. MISTAKES

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

29. CONTRACTUAL AGREEMENT

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

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 fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

32. FEDERAL REQUIREMENTS

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

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

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

For a definition of “Construction” see 48 CFR 2.101.

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,

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

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

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

Procurement of Recovered Materials:

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

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

SECTION 2
SPECIFICATIONS / SCOPE OF SERVICES

SPECIFICATIONS / SCOPE OF SERVICES

I. BACKGROUND:

The Consultant shall provide support to the Orange County Solid Waste Division (Division) to assist in developing and executing a Recycling Quality Improvement Program. The Consultant shall provide the needed expertise and resources to assist the Division's Recycling Quality Improvement Program by providing field observation, reporting, and related services for residential units serviced by the Division. Additionally, the Consultant shall provide a variety of services to support the County's recycling and solid waste management program.

Orange County is located in Central Florida and is part of the Orlando-Kissimmee-Sanford Metropolitan Statistical Area, which includes Lake, Orange, Osceola, and Seminole counties. It comprises about 900 square miles of land area with thirteen incorporated municipalities within its boundary.

The Division contracts with private firms that provide collection of solid waste and recycling (known as Collection Contractors) to more than 217,000 residential units, principally single-family homes in the unincorporated area of Orange County. For the purposes of waste and recycling collection, the County is divided into five collection zones. Recyclables are delivered by the Collection Contractors to either the Materials Recycling Facility (MRF) located at the Orange County Landfill – 12100 Young Pine Rd., Orlando FL, 32829, or the McCormick Transfer Station - 701 W, McCormick Road, Apopka, FL, 32703.

The County's contractors collect recyclables once per week in a single-stream, using 95 or 65-gallon carts. The recyclables collected by collection contractors have a high percentage of non-recyclable materials in loads delivered to the recycling facilities. The County has initiated a Recycling Quality Improvement Program to address contamination reduction in the recyclables that residents place in the cart at the curb.

II. PROJECT SCOPE AND OBJECTIVES:

The Consultant shall provide professional services with the objective of supporting residential behavior change resulting in improved recycling quality. The Consultant shall also serve as an augmentation of staff performing duties with the objective of improving the quality of collected recyclables.

A. SCOPE OF SERVICES

The Consultant shall provide all services required to complete each selected project as directed by the County. The use of specialized subcontractors and contractors may be required to support each required task, these shall be included in the consultant's overhead.

The Consultant shall perform services listed herein as Task 1- 6, but not limited to the following:

Task 1. Provide program support development, administration, and coordination.

- a. Overall project and program administration and control activities.
- b. Conduct regular communications with County staff.
- c. Plan and organize the Consultant's activities in support of the County's Recycling Quality Improvement Program activities.

Task 2. Provide services supporting and performing field inspection of residential recycling carts

- a. Planning, organizing, and directing field work
 - i. In coordination with County staff, the Consultant shall develop a work plan identifying routes, streets, and addresses to be surveyed for each phase of the project. The work plan shall be reviewed at least monthly, and updated as appropriate.
 - ii. The Consultant shall be responsible for hiring, training, and supervising activities of its field staff.
 - iii. The Consultant shall be responsible for all labor, transportation, safety equipment, and other materials needed for field work.
 - iv. The Consultant shall develop a safety and contingency plan and update for each phase of the project. The County shall have the opportunity to review and provide comments or request reasonable changes to the safety and contingency plan. County review or comment in no way indicates County approval of the plan or implies County responsibility for the plan.
 - v. The County will identify target area for each phase of project and coordinate activities with collection contractors.
- b. Performing recycling improvement field work and preparing field documentation
 - i. Provide all field resources including labor, transportation, and equipment to perform curbside audits of cart contents including, lifting the lids and inspecting cart contents, attaching educational tags to each cart, and recording data.
 - ii. The County will provide all printing services. The County will provide educational tags to document observation and provide curbside feedback to residents.
- c. Utilize hand-held technology (using a smart phone or other similar device) to direct personnel resources and collect data, and use software with GPS capabilities and live transmittal of data. For the initial period, data tracking system provided by Orange County grantor. The Recycling Partnership will be used. The Consultant shall equip its staff with appropriate hardware including hand-held units.
- d. Administration of field data and report preparation
 - i. Compile all data collected and regularly transmit it to the Division at mutually agreed upon intervals.

Task 2 Additional Scope Requirements:

- a. The Orange County Utilities Solid Waste Division's residential curbside collection program provides recycling receptacles for residents to place designated recyclables in accordance with Chapter 32 Section 32-160 of Orange County code. The designated recyclables are plastic bottles and containers labeled #1 through #5, metal cans, glass bottles and jars, cardboard, and paper. Any unacceptable material residents place in their recycle carts is considered contamination. The Division is refining a program to reduce the amount of contaminated material that is collected by collection contractors and delivered to the MRF and McCormick Transfer

Station by inspecting carts, attaching educational tags, and leaving contaminated carts behind.

The Consultant shall assist the Division with the field education and enforcement of the recycling program guidelines. Staff shall inspect the curbside recycling carts of a designated route(s) in unincorporated Orange County. The schedule, duration, and specific approach shall be developed on a Delivery Order basis.

The Consultant shall provide personnel and equipment, including transportation, as to assist the Division with education and enforcement of the recycling program guidelines. The Consultant shall complete a pre-determined portion of one or more recycling routes each day between 6 a.m. and 12 p.m. to observe which addresses have recycle carts curbside, inspect contents of curbside carts, fill out and attach a tag corresponding to the level of contamination, and leave educational material. The Consultant shall be responsible for transportation of all field staff to and from the work area. The Consultant shall provide answers to residents when asked questions regarding recycling. Carts that are tagged for contamination more than a specified number of times shall be turned around and pushed away from the curb. Photographs shall be taken of the contents of all carts turned around for non-collection. The Consultant shall record data for each address using handheld electronic devices (for input into an excel spreadsheet, or similar) which includes for each address if a cart was set out, the type of tag left on carts, if a cart was turned for non-collection, and the type of contamination observed.

Each collection day during the cart inspection process, the Consultant shall complete observation and tagging of recycle carts at a specified number of households per day for up to five days a week beginning at 6 am and until 12 pm. The same addresses must be visited every week for up to eight consecutive weeks. Work days may include any holidays excluding Thanksgiving Day and Christmas Day. If cart inspection occurs on a week containing Thanksgiving Day or Christmas Day, the field crew must work on the following Saturday.

The Consultant shall provide quality control for all aspects of the services rendered under the contract. Quality control includes ride-alongs and in-office coaching. The Consultant shall ensure that the inspection and tagging of carts, downloading of photographs, data input, and completion of weekly and final reports are accomplished in a timely and efficient manner.

The Consultant shall designate a Supervisor for field work performed each day and a Team Leader for each group of employees assigned to different collection routes. The Supervisor and Team Leader shall be provided with cell phones (or other means of communication acceptable to the County). The Consultant shall advise the Division daily of the contact names and contact information for the assigned Supervisor and Team Leader(s).

The Consultant shall communicate weekly with a representative of the County concerning critical issues which include coordination with the area collection contractor and program modifications.

The County will provide all printed material needed to tag carts. The County will provide route maps in electronic format to the Consultant and

coordinate with the collection contractor(s). All data collected is the property of Orange County and shall not be shared or sold to a third party. Other duties within the scope of the contract may be required based on the needs of the County. The Consultant's work schedule may be altered or revised based on the needs of the County. The Consultant shall provide the reports and deliverables to Division as described in herein. Working hours may be revised based on the needs of the Division.

By the second day of each week, the Consultant shall prepare and submit to the Division a summary report that includes for the previously completed week:

- Number of addresses observed
- Number of carts set-out for collection
- Number of carts tagged for contamination
- Number of carts tagged for being acceptable
- Number of carts turned around for non-collection
- Each address that have received each behavior correction tag
- Type and quantity of customer interactions in the field
- Totals of contamination observed
- Staff worked (by name), hours each worked

On a monthly basis, the Consultant shall submit a monthly report summarizing its field activities in a format suitable to the County.

The Consultant shall train staff to lift the lid of recycle carts for observation, identify types of recyclables and garbage and asses levels of contamination, write and attach the educational tags and flyers, enter data onto appropriate media, turn around and push 95 gallon recycling roll carts, and communicate with residents as needed.

Modifications in the tasks of the Consultant may occur as directed by the County.

Task 3. The Consultant shall conduct waste and recycling composition studies and capture studies.

- a. Perform composition and sampling events as requested by the County.
- b. Provide all labor and equipment.
- c. Develop and provide to the County a sampling plan and safety plan for each event.
- d. For recycling composition studies, the Consultant shall collect a minimum of 50 samples, from five zones, over five days, at two locations and evaluate up to 30 material categories for each sample.
- e. For waste composition studies, the Consultant shall collect a minimum of 50 samples, from five zones, over five days, at two locations and evaluate up to 45 material categories for each sample.
- f. Perform collection and statistical analysis in conformance with (ASTM) American Society for Testing and Materials International Method E889-82 (2014) or similar method as agreed to by County.
- g. Prepare a draft report for review by the County. The County will provide comments and meet with the Consultant to review. The Consultant shall prepare final report suitable for distribution.
- h. The County will coordinate work location for each study.

Task 4. The Consultant shall support County staff on composition and contamination evaluation at facilities receiving County recyclables.

- a. Provide assistance with periodic reviews of materials delivered to McCormick Transfer Station and the MRF.
- b. Provide field staff to observe incoming loads and document contamination rates.
- c. Conduct training session with staff to calibrate on-going contamination assessments.
- d. Assist with data collection and analysis.
- e. The County will coordinate field observation activities with recycling processors and receiving facilities.
- f. All field work under this task is anticipated to be conducted at the McCormick Transfer Station or the MRF.

Task 5. The Consultant shall assist with surveys and focus groups.

- a. Create surveys and conduct focus groups to gather information about recycling and solid waste management issues identifying barriers to recycling and solutions to contamination issues.
- b. Develop surveys, collect responses, prepare summary reports.
- c. Prepare surveys to be distributed using U.S. Postal Service, telephone, and internet communication.
- d. Identify, coordinate, and conduct focus groups with County residents or business owners.
- e. Focus groups shall be conducted with six to 12 individual for (2) two to (4) four hours at a County designated location.
- f. The County will print and provide postage associated with any surveys.
- g. The County will be responsible for meeting locations and facility support for any focus groups.

Task 6. The Consultant shall perform other assignments related to waste management or recycling as directed by the County

- a. The Consultant may be directed to provide additional assistance in support of the County's solid waste management and recycling program included, but not limited to the services listed below. Explicit assignments to the Consultant will be detailed in individual Delivery Orders issued by the County.
 - i. Perform market studies and market trend studies
 - ii. Evaluate the County's recycling processing contractor's performance
 - iii. Review of industry trends and issues
 - iv. Measure and track performance of recycling contractor
 - v. Evaluate of waste management activities and preliminary advice related to new programs and program changes

B. PERSONNEL REQUIREMENTS

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

The Consultant shall furnish each employee involved in the performance of this contract with safety vest, shirt, or jacket which clearly displays the name of Consultant and identifies field staff as “Recycling Quality Improvement Team” (or other identifier as agreed to by County and Consultant). The Consultant’s employees shall wear professional looking attire compatible with the field work being performed at all times. Excessively soiled, torn, or shabby work clothes shall be promptly replaced by the Consultant. The employees’ attire shall comply with Applicable Law and industry safety standards.

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

The County shall have the right to instruct the Consultant to remove any worker from the project at the County’s sole discretion. Such directive shall be performed promptly by the Consultant, and any such removal may not be subject to appeal or claim for damages against the County by the Consultant or the employee. The Consultant shall take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

C. SAFETY REQUIREMENTS

The Consultant shall take reasonable precautions for the safety of its personnel and affected public, and it shall provide all reasonable protection to prevent damage/injury or loss to its employees on the job. The Consultant shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, and the requirements of all operations. The Consultant, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public. The Consultant shall promptly remedy damage and loss to property caused in whole or in part by the Consultant, its subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The Consultant shall exercise utmost care and carry on such activities under supervision of properly qualified and or competent personnel. The Consultant shall promptly address any damage caused by its employees or contractors. Failure to cure such damage to the County’s satisfaction may result in the County performing or contracting for such work and billing the Contractor for such service and deducting such costs from its invoice.

III. PROJECT SCHEDULE AND DELIVERABLES:

A. Schedule for Task 1 and Task 2

1. Within one week of Notice to Proceed (NTP) – The Consultant shall meet with County to discuss work plan development and execution of this contract.
2. Within one week of NTP:

- a. The Consultant shall meet with Division staff to develop initial work plans and scope initial Delivery Order (DO) requests.
3. Within two weeks of NTP:
 - a. The Consultant shall provide to County initial Delivery Order (DO) requests for Task 2 work.
 - b. The Consultant shall provide documentation of hiring of appropriate field staff.
4. Within 5 calendar days of DO issue by County:
 - a. The Consultant shall provide documentation all field staff have been trained.
 - b. The Consultant shall provide initial drafts of safety plan and contingency plans.
 - c. The Consultant shall provide initial work plan for field work.
5. Within 10 calendar days of DO issue by County:
 - a. The Consultant shall initiate field work identified in work plan.
6. Within 30 calendar days of NTP:
 - a. The Consultant shall initiate field work with up to 8 field personnel performing curbside inspections as directed by the Division (if requested)
 - b. The Consultant shall provide initial drafts of reports as described in the SOW for each initiated DO
7. Within 60 calendar days of NTP:
 - a. The Consultant shall initiate field work with up to 20 field personnel performing curbside inspections as directed by the Division (if requested)

B. Deliverables for Tasks 1 and 2

1. Daily
 - a. Summary of addresses of carts that were turned around for non-collection by the end of each day of field inspection
2. Weekly
 - b. Summary of previous week's work as described in Scope of Services
3. Monthly
 - c. Provide summary report compiling data collected for previous month.
 - d. Provide description of all work completed
 - e. Coordinate with County on next month's work plan
 - f. Submit monthly invoices
4. At the end of each tagging session, the Consultant shall provide a final report that includes:
 - g. Number of addresses observed each day and each week

- h. Number and percentage of carts set out for collection
 - i. Number and percentage of carts tagged for contamination
 - j. Number and percentage of carts tagged for being acceptable
 - k. Number and percentage of carts turned around for non-collection
 - l. Each total of addresses for count of each tag
 - m. Statistical analysis of tagging results over time
 - n. Type and quantity of customer interactions in the field
 - o. Totals of contamination observed
 - p. Recommendations on methods to improve the tagging program and recycling education
 - q. Field notes
- C. Schedule for Task 3, 4, and 5
- 1. Within one week of request from County, the Consultant shall meet with County to discuss work plan and development of DO request.
 - a. Within one week of meeting, the Consultant shall provide draft DO, work plan and schedule for completion.
 - b. Each month the Consultant shall submit an invoice for each active DO and provide a narrative describing work completed the previous month, the status of each DO underway, and provide a schedule of work completed and the schedule to complete the DO.
- D. Deliverables for Task 3, 4, and 5
- 1. Deliverables for each task will be detailed in the DO for each assignment.
 - 2. Unless specifically described in individual DO's deliverables for each assignment shall include:
 - a. Project work plan.
 - b. Project schedule.
 - c. Draft report submitted in electronic format acceptable to the County due within 14 calendar days of project completion.
 - d. Final report submitted in electronic format acceptable to the County due within 14 calendar days of Consultant receiving draft report comments from County.
 - e. Submit final invoice within 30 calendar days of completion of each DO.

IV. PROJECT ASSIGNMENTS ON DELIVERY ORDER BASIS:

Assignments will be coordinated on a Delivery Order (DO) basis. Each DO must be approved by the County's project manager. Work assignments will be issued via DO following established County procedure.

The Consultant will be provided a DO request for each assignment and each DO request shall be reviewed and negotiated with the County's project manager as appropriate. Each DO request shall be in accordance with the fee schedule herein and include:

- A. Detailed cost proposal describing labor hour build-up for the work
- B. Schedule for performance
- C. List of assigned key personnel and responsibilities
- D. Schedule of deliverables
- E. Schedule of meetings

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

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

SEALED RESPONSE SUBMITTAL LABEL:

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

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

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Sherry Wooten**
RFP NUMBER: **Y19-1057-SW**
TITLE: **RECYCLING IMPROVEMENT
CONSULTING SERVICES**

PROPOSAL DUE DATE: _____

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

PRE-REQUISITE REQUIREMENTS

NON-MANDATORY PRE-PROPOSAL CONFERENCE

All interested parties are invited to attend a **Pre-Proposal Conference** on **Monday, April 29, 2019, 1:00 PM** located at **5901 Young Pine Road, Orlando, FL 32829**.

PROPOSAL FORMAT

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

Proposers must respond in the format delineated below:

- Submit one (1) original, seven (7) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

SUBMITTAL REQUIREMENTS

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

TAB 1. QUALIFICATIONS OF STAFF

- A. A statement outlining the credentials of project team, including comprehensive resumes for staff and major sub-consultants; this statement shall outline the general qualifications and demonstrate specific evidence of relevant experience in the following areas:
 - 1. Experience in supporting local government recycling improvement programs.
 - 2. Experience in performing field audits, composition studies and/or recycling capture studies.
 - 3. Experience leveraging consultant technical expertise to improve local government recycling programs.
 - 4. Experience in building community consensus to support innovative recycling improvement programs.
 - 5. Experience in collection, tracking, and analyzing field-collected data, particularly using innovative technical and data management systems (e.g., hardware/software).
- B. Address the multi-disciplinary nature of the team assembled for this project. Describe how team coordination will be assured during the project. Provide a history of the proposed team working together on past projects, if applicable.
- C. An organization chart that lists and names and titles of all staff proposed to provide the required services.

TAB 2. QUALIFICATIONS OF FIRM

- A. A minimum of five (5) references for comparable projects for which the Proposer has provided recycling improvement support services addressing the following specific service:
1. Specific Service #1 - Field data collection activities related to recycling or solid waste management activities at the collection route level (i.e., personnel in the field collecting data).
 2. Specific Service #2 - Recycling quality improvement programs incorporating behavioral change components.
 3. Specific Service #3 - Waste composition studies and/or recycling capture studies.

Each reference must address one or more of the Specific Services #1, #2, and/or #3 listed above (one reference may address multiple Specific Services). The five (5) comparable projects collectively must address at a minimum two (2) projects addressing Specific Service #1, two (2) projects addressing Specific Service #2, and one (1) project addressing Specific Service #3.

All references shall include the following:

1. The Specific Service(s) referenced
 2. Contact name, email address, physical address, telephone number
 3. Date of the contract
 4. Size and scale of geographic area
 5. Client type (Private Sector/Public Sector)
 6. Description of services provided
 7. Current status of recycling and solid waste management program
 8. Nature of public involvement in the quality improvement program, if appropriate
- B. Provide labeled Compact Disk(s) or USB thumb drives with PDF Copies of at least four (4) examples of project reports or presentations describing similar recycling quality improvement program undertaken for local government clients by the Proposer. If possible, the reports or presentations shall present the results of the subject project.

TAB 3. TECHNICAL APPROACH

- A. Provide a succinct description of the Proposer's methodology to deliver each of the services pursuant to the Scope of Work listed below:
- a. Overall program support development, administration. Detail the proposed method to manage the project and communicate with Orange County.
 - b. Performing recycling improvement field work, tracking, and reporting.
 - c. Conducting waste and recycling composition studies and capture studies.
 - d. Supporting County staff on composition and contamination evaluation at facilities receiving county recyclables.
 - e. Assisting with surveys and focus groups related to recycling quality improvement.
 - f. Describe approach for any other waste management or recycling programs that

could benefit the County.

- B. Provide a work plan with a timeline and milestones consistent with the schedule of deliverables in the Scope of Work provided herein to include the tentative allocation of staff by task.
- C. Confirm the Proposer's agreement to meet the minimum requirements of this Request for Proposals.

TAB 4. FEE SCHEDULE

Each Proposer shall complete and submit the Fee Schedule included herein as "Price Proposal Form". **The fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

Proposers shall provide a fee for all areas listed. Failure to provide a fee for all line items listed shall result in the proposal being deemed non-responsive.

TAB 5. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall

be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit.

TAB 7 BUSINESS DEVELOPMENT DOCUMENTATION

- A. **Equal Opportunity Workforce Schedule** shall be completed and submitted with your proposal in order to receive credit.
- B. **Schedule of Subcontracting M/WBE Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- C. **Schedule of Subcontracting SDV Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- D. **Displaced Worker Proposed Hiring Information** shall be completed and submitted with your proposal in order to receive credit.
- E. **Letter of Intent (Verification of M/WBE Utilization)** shall be completed and submitted with your proposal in order to receive credit.
- F. **Letter of Intent (Verification of Service Disabled Veteran Utilization)** shall be completed and submitted with your proposal in order to receive credit.

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. **Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of certified minority/women business enterprise is 24% of the contract value for this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.**

- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
1. For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 2. Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 3. Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 4. Other construction projects in which the total estimate is in excess \$7,000,000.

It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division in advance of submittal of proposal for information on acquiring and applying credits.
- E. **Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the overall contract fees to be contracted to the listed subcontractor.**
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.

2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division one-time for the duration of the contract.
3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
4. The prime Contractor shall submit an updated quarterly MWBE utilization report and the “Employment Data, Schedule of Minorities and Women” report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
5. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
6. The prime Contractor shall expeditiously advise all M/WBE’s and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors’ firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written

withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

BONUS POINTS FOR HIRING OF DISPLACED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of displaced workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-7317 to assist with meeting this requirement.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;

- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used.
- E. If a firm claims to be registered, but is not listed on the County's website, ocf1.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- F. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the overall contract fees to be contracted to the listed subcontractor.
- G. The Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
 3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The Contractor shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.

6. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualifications of Firm	25
Technical Approach	15
M/WBE Utilization	10
Location	10
Fee Proposal	20
<hr/>	
TOTAL	100
Displaced Workers Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

**SECTION 5
ATTACHMENTS**

FEE SCHEDULE FORM
RFP#Y19-1057-SW

The Consultant shall provide all labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form. Any questions related to the fee schedule shall submitted be in writing prior to the question due date.

IMPORTANT:

1. Hourly rates and rates per study shall include all supplies, overhead and support.
2. This is an all-or-none award. **Proposers shall provide a fee for all areas listed. Failure to provide a fee for all line items listed shall result in the proposal being deemed non-responsive.**
3. Pricing for Task 3 shall be supplemented with an itemized listing of tasks and hours and the associated hourly rates and positions proposed.

Task 1 : Services are based on an estimate of 12 months of supervision per year.

Task 1: Program Support Development, Administration and Coordination	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Principal	Per Hour	\$	24	\$
Executive Consultant	Per Hour	\$	96	\$
Senior Consultant	Per Hour	\$	144	\$
Staff Consultant III	Per Hour	\$	24	\$
Staff Consultant II	Per Hour	\$	24	\$
Staff Consultant I	Per Hour	\$	24	\$
Administrative Support	Per Hour	\$	48	\$
Total Estimated Annual Price for TASK 1				\$

Task 2 : Services are based on an estimate of 12 events of 4 weeks each for all 5 zones.

Task 2: Support and Perform Field Inspection and Residential Recycling Carts	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Staff Consultant I	Per Hour	\$	480	\$
Field Supervisor	Per Hour	\$	1,920	\$
Team Leader	Per Hour	\$	7,200	\$
Field Staff	Per Hour	\$	28,800	\$
Administrative Support	Per Hour	\$	192	\$
Total Estimated Annual Price for TASK 2				\$

Task 3: Services are based on an estimate of 2 recycling studies and 1 waste composition every year.

NOTE: Each study listed below shall be supplemented with an itemized listing of tasks and the associated hourly rates.

Task 3: Conduct Waste and Recycling Composition Studies and Capture Studies	Unit of Measure	Unit Price	Estimated Quantity	Estimated Total Price
Recycling Composition Study	Per Study	\$	2	\$
Waste Composition Study	Per Study	\$	1	\$
Total Estimated Annual Price for TASK 3				\$

Task 4: Services are based on Staff Consultant servicing at MRF or Transfer Station for an estimate of once per week each month.

Task 4: Support County Staff Staff on Composition and Contamination Evaluation at Facilities	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Staff Consultant I	Per Hour	\$	480	\$
Total Estimated Annual Price for TASK 4				\$

Task 5: Services are based on an estimate of two (2) focus groups per year.

Task 5: Assist with Surveys and Focus Groups	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Executive Consultant	Per Hour	\$	32	\$
Staff Consultant III	Per Hour	\$	64	\$
Total Estimated Annual Price for TASK 5				\$

Task 6: Services based on an estimate of two (2) miscellaneous events per year as requested by the County.

Task 6: Miscellaneous Assignments requested by the County	Unit of Measure	Unit Price	Annual Estimated Quantity	Annual Estimated Total Price
Principal	Per Hour	\$	8	\$
Executive Consultant	Per Hour	\$	8	\$
Senior Consultant	Per Hour	\$	8	\$
Staff Consultant III	Per Hour	\$	8	\$
Staff Consultant II	Per Hour	\$	8	\$
Staff Consultant I	Per Hour	\$	8	\$
Field Supervisor	Per Hour	\$	8	\$
Team Leader	Per Hour	\$	8	\$
Field Staff	Per Hour	\$	8	\$
Administrative Support	Per Hour	\$	8	\$
Total Estimated Annual Price for TASK 6				\$

Total Estimated Annual Price for TASKS 1 - 6	\$
---	-----------

Company Name: _____

PROPOSAL COVER PAGE

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email
------	-------	------------------------

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

(Title)	
---------	--

(Name of Business)	
--------------------	--

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

(a)

(b) **State of Incorporation:** _____

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

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

Federal I.D. number is: _____

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

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y19-1057-SW

I hereby certify that I will utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under Contract No.**Y19-1057-SW, Recycling Improvement Consulting Services**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Proposer's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

Part 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.

LOCATION FORM

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME CONTRACTOR

PERCENTAGE OF WORK ASSIGNED

- | | | | | | |
|----|----------------|-------------|---------------|------------------|---------|
| 1. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |
| 2. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |
| 3. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |
| 4. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |

SUBCONTRACTOR / SUBCONTRACTOR

- | | | | | | |
|----|----------------|-------------|---------------|------------------|---------|
| 1. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |
| 2. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |
| 3. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |
| 4. | Name: _____ | | | | _____ % |
| | Address: _____ | City: _____ | County: _____ | State/Zip: _____ | |

Total Percentage (**Must Equal 100%**) _____ %
(Use additional pages if necessary)

AGENT AUTHORIZATION FORM

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

Signature of Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

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

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

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

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

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

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

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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

(a) Profit and loss sharing:

(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)

EQUAL OPPORTUNITY WORKFORCE SCHEDULE

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

Directions: Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
MALE SUBTOTAL													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____ Signature: _____
 Form Approved by (Print): _____ Signature: _____

**SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM
RFP Y19-1057-SW, RECYCLING IMPROVEMENT CONSULTING SERVICES**

Proposers shall list all subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide all information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes No (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

**SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM
RFP Y19-1057-SW, RECYCLING IMPROVEMENT CONSULTING SERVICES**

Additional points will be available for proposers who subcontract with registered SDV business enterprises. List **all** Registered Service-Disabled Veterans subcontractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide **all** information requested. Use additional sheets if necessary.

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

**DISPLACED WORKER
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF M/WBE UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I, _____, (M/WBE Sub-Contractor) understand that “It is my responsibility to submit the required quarterly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division.”

Failure to submit the required documents could negatively impact my M/WBE certification.

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

_____	_____	
Authorized Agent of Prime Contractor	Date	
_____	_____	
Printed Name & Title		
_____	_____	
Authorized Agent of M/WBE Sub-Contractor	Date	
_____	_____	
Printed Name & Title		
_____	_____	
M/WBE Address		
_____	_____	
City	State	Zip Code
_____	_____	_____
Phone Number	Fax Number	

CONTRACT # Y19-1057

This Contract is made as of the ____ day of _____, 2019 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____
[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

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

ARTICLE 1 SERVICES

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

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

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on _____ and complete all services by _____.

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

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

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

ARTICLE 3 PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed _____ Dollars (\$_____). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following:

1. Reference to the Delivery Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

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

ARTICLE 4 REQUIREMENTS CONTRACT

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

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

ARTICLE 5 INSURANCE REQUIREMENTS

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Contractor under this contract.

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 Contractor shall require and ensure that each of its 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 Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000(one million) per occurrence. 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 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 Contractor does not own automobiles the 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.

Required Endorsements:

- Workers' Compensation - The 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 Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the 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 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 Contractor of the obligation to provide replacement coverage.

By entering into this contract 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 Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then 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 Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the 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 Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. 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 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

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or delivery orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/delivery orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to all sub-Contractors utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.**
- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a

certified M/WBE sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

F. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:

1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-Contractors to the Business Development Division.
2. The COUNTY may at its discretion require copies of subcontracts/delivery orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Contractors certifying that a prompt payment clause has been included in that contract or delivery order.
3. The Contractor must include in the subcontract agreement:
 - a) Prompt Payment Clause to the M/WBE subcontractor
 - b) Payment schedule in all subcontracts and delivery orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County
 - c) The following statement: "It is the M/WBE responsibility to submit the required Quarterly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

ARTICLE 8 SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR/CONTRACTOR shall be responsible for reporting (SDV) sub-Contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations:-

A. The CONTRACTOR shall be responsible for reporting SDV sub-CONTRACTOR contract dollar amount(s) for the SDV sub-Contractor(s) listed in this document, by submitting the

appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or delivery orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/delivery orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to all sub-Contractors utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a registered SDV sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.

- D. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:

1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-Contractors to the BDD.
2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-Contractors (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.

- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 DISPLACED WORKERS

CONTRACTOR has committed to hire _____ () CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the CONTRACTOR to ensure that the

process is properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONTRACTOR to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONTRACTOR will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONTRACTOR shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 10 FEDERAL AND STATE TAX

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

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

ARTICLE 11 AVAILABILITY OF FUNDS

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

ARTICLE 12 CONFLICT OF INTEREST

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

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

ARTICLE 13
ARTICLE 14

UNIFORM COMMERCIAL CODE

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

ARTICLE 15 **TERMINATION**

A. Termination for Default:

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

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

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

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

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

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil

disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

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

ARTICLE 16 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 17 PERSONNEL

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

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

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

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

ARTICLE 18 TRUTH IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 19 ARREARS

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

ARTICLE 20 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 21 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22 CONTINGENT FEES

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

ARTICLE 23 ACCESS AND AUDITS

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

ARTICLE 24 EQUAL OPPORTUNITY

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

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

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

ARTICLE 25 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

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

ARTICLE 26 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

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

ARTICLE 27 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 28 MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 CONTRACT CLAIMS

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

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

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

Failure to document a claim in this manner shall render the claim null and void.

Moreover, no claim shall be accepted after final payment of the contract.

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

The Contractor/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

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

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

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

ARTICLE 34 ENFORCEMENT COSTS

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

ARTICLE 35 JURY WAIVER

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

ARTICLE 36 GOVERNING LAW AND VENUE

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

ARTICLE 37 NO REPRESENTATIONS

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

ARTICLE 38 AUTHORITY TO PRACTICE

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

ARTICLE 39 SEVERABILITY

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

ARTICLE 40 SUCCESSORS AND ASSIGNS

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

ARTICLE 41 REMEDIES

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

ARTICLE 42 ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 43 NOTICE

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

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 44 ATTACHMENTS

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

- A. Attachment A Solid Waste Hauler Collection Zones

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

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

Signature

Date

Typed Name

Title

Date



Solid Waste Hauler Collection Zones



Solid Waste Transfer Stations/Landfill Jurisdiction	Collection Zone 3 (Advanced Disposal)
Collection Zone 1 (Advanced Disposal)	Collection Zone 4 (FCC)
Collection Zone 2 (Waste Pro)	Collection Zone 5 (FCC)

Disclaimer:
Data is provided "as is" without warranty of any representation of accuracy, timeliness or completeness. The burden of determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requestor. The County makes no warranties, express or implied, as to the use of data. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts the limitation of the data, including the fact that the data is dynamic and is in a constant state of maintenance, correction and update.
Not to be used: data, maps or digital files may not be copied without prior consent of the Orange County Board of County Commissioners.
Produced by: Orange County Utilities, Engineering Business Systems.

