SUBJECT: PIGGYBACK ORANGE COUNTY FLORIDA BID# Y18-1091-PD FOR ENVIRONMENTAL REMEDIATION SERVICES

BID #: PSC-0355-19 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH OCTOBER 24, 2020, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED**: ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Orange County Florida Bid #Y18-1091-PD with Simpson Environmental Services, Inc., for Environmental Remediation Services on an as needed basis. Period of Service will be from date of fully executed contract through October 24, 2020 with three (3) one (1) year renewal options. Total award amount not-to-exceed $500,000.00.

This award is to be funded by various accounts dependent on funding and executed by formal contract through the Office of General Counsel and processed by individual releases against a blanket purchase order.

Attachments: Recommendation Memo, Invitation Bid #Y18-1091-PD Specs, Approved Award Letter, Vendor Bid with Pricing, Vendor Letter, Insurance Certificate, Indemnification Exhibit

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PSC-0335-19

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

January 10, 2019

MEMORANDUM

TO: **Gregory W. Pease, Chief Procurement Division**

THRU: **John P. Pappas, P.E., Director**

FROM: **Roy Birbal, Chief**

SUBJECT: **Recommendation to Piggyback Bid Y18-1091 with Simpson Environmental Services, Inc. for Environmental Remediation Services**

Simpson Environmental Services, Inc. has a current contract (Bid # Y18-1091) with Orange County Florida for Environmental Remediation Services which was competitively bid.

The Public Building Division recommends piggybacking on the referenced Orange County Florida contract for as needed Environmental Remediation Services, with a not-to-exceed limit of $500,000.00 account to be determined at the time the purchase order is issued. The initial term of the agreement will be from the date of award through October 24, 2020 with the option of three 1-year renewals.

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact David Smith 255-4342.

Attachments: Orange County Bid Y18-1091-PD Specifications
Orange County Bid Y18-1091-PD Award
Orange County Bid Submittal
Simpson Environmental Letter of Consent
Risk Management Approved Certificate of Insurance

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
David Smith, Contract Administration Coordinator

ab

Issue Date: July 6, 2018

INVITATION FOR BIDS #Y18-1091-PD

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

Environmental Remediation Services
TERM CONTRACT

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, July 26, 2018,** in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

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

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

NOTICE TO BIDDERS

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

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Purchasing.Agent@ocfl.net, no later than 5:00 PM Monday, July 16, 2018 to the attention of Perry Davis, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. FEDERAL AND STATE TAX

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

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

4. ACCEPTANCE/REJECTION/CANCELLATION

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

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

5. NO BID

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

6. CONFLICT OF INTEREST

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

7. LEGAL REQUIREMENTS

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

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

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

8. MISTAKES

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

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

9. AVAILABILITY OF FUNDS

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

10. EEO STATEMENT

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

Further, the Contractor shall abide by the following provisions:

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

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

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

11. BID TABULATION AND RESULTS

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

12. BID FORMS

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

13. REFERENCES

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

14. RECIPROCAL PREFERENCE

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

1. **Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**

2. **If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

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

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

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

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

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

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

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

16. BID AND RELATED COSTS

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

17. CONTRACTUAL AGREEMENT

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

18. PUBLIC ENTITY CRIME

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

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

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

19. DRUG-FREE WORKPLACE FORM

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

20. SUBCONTRACTING

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

21. CONFLICT OF INTEREST FORM

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

22. ETHICS COMPLIANCE

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

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

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

23. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

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

24. COPIES

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

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

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

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

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

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

27. PAYMENT TERMS/DISCOUNTS

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

28. PATENTS AND ROYALTIES

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

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

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

29. INDEMNIFICATION

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

30. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids

shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

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

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

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

33. PRICING/AUDIT

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

34. EMPLOYEES OF THE CONTRACTOR

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

35. TOBACCO FREE CAMPUS

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

36. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.
Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

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

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

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

37. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such

subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

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

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

38. CONFIDENTIAL INFORMATION

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

39. FEDERAL REQUIREMENTS

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

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

40. PUBLIC RECORDS COMPLIANCE

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

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

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

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

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

A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.

B. Provide a list of equipment available for performing asbestos abatement, lead abatement and indoor air quality remediation.

C. The key personnel providing the services requested shall include, at a minimum: Asbestos Hazard Emergency Response Act (AHERA)

(1) AHERA Supervisor
(4) AHERA Worker
(1) Licensed Mold Assessor (may be a subcontractor)

Documentation of staff should include name, education, certifications and training, and experience in services addressed herein. Training for asbestos professional should include, at a minimum, the requirements listed in 40 CFR 763, Subpart E, Appendix C. Training for Mold Assessors and Remediators should include, at a minimum, the requirements listed in Florida Statute 468.8413 and 468.8414. Certifications in accordance with the aforementioned Training requirements include, but are not limited to:

Asbestos Abatement Worker, Asbestos Abatement Contractor/Supervisor, Asbestos Abatement OSHA Class II Worker, Asbestos Abatement OSHA Class II Supervisor

Lead Paint Abatement Contractor/Supervisor

Mechanical Contractor License, Member of National Air Duct Cleaners Association (NADCA)

D. The fBidder shall provide a statement or documentation showing they have at least five (5) years experience in the following areas of expertise:

a. Performing asbestos abatement work and mold remediation.
b. Proficiency in the abatement or encapsulation of lead containing materials in occupied and/or non-occupied buildings.
c. Knowledge of Indoor Air Quality remediation with particular emphasis in HVAC duct cleaning, using "Contact Vacuum," Air Washing or Air Sweeping and the Mechanical Brushing Method.

E. The Bidder shall provide documentation of at least five (5) completed projects over the past three (3) years that required an effective reduction of airborne particulate matter and microbial organisms. Projects shall include at least one (1) of each of the following:

   a. Asbestos at a minimum total project of $5,000
   b. Lead containing material at a minimum total project of $1,000
   c. Mold at a minimum total project of $5,000
   d. HVAC systems at a minimum total project of $5,000

F. Bidders shall submit with their bid the following minimum license requirements:

   1. Certified General Contractor License,
   2. Certified Asbestos Abatement Contractor License,
   3. Asbestos Business License,
   4. Certified Mold Remeditator,
   5. Certified Mechanical Contractor License,
   6. EPA-TSCA Section 402(a)(1) Lead Certification (40CFR 745.226),
   7. EPA Lead Repair, Renovation, and Painting (RRP) Certified, and
   8. NADCA Certified – Duct Cleaning.
   9. Licensed heavy equipment operator trained as Class I Asbestos Supervisor

   If any of the above requirements are achieved through a subcontractor, a copy of their license must be included with the proposal response. The County requires the Contractor to have a minimum of five (5) years' experience with Environmental Remediation Projects.

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

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

2. LICENSES AND PERMITS

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

3. BID ACCEPTANCE PERIOD

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

4. AWARD

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

5. POST AWARD MEETING

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

6. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **two (2)** hours after initial notice from the Designated County Representative shall be physically present at the Orange County locations where the Environmental incident was reported. Bids which fail to meet this requirement shall be rejected.

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

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

The Contractor shall, within **one (1)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

7. TERMINATION

A. Termination for Default:

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

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards

2. Deliver the goods or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

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

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

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

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

B. **Termination for Convenience:**

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

8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

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

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

10. CODES AND REGULATIONS

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

11. PAYMENT

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

Orange County Risk Management
109 East Church Street Suite 200
Orlando, Florida 32801

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

12. DEBRIS

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

13. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

- Occupational Safety and Health Act (OSHA)
- National Institute for Occupational Safety & Health (NIOSH)
- National Fire Protection Association (NFPA)
- American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

14. INSURANCE REQUIREMENTS

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

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

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $1,000,000(one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

Optional Coverage:

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

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

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

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

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

The certificate holder shall read:

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

15. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of two (2) years. The contract may be renewed for three (3) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

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

16. PRICING

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

17. 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 (2-year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

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.

18. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

19. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

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

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

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

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

20. METHOD OF ORDERING

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

21. CHANGES - SERVICE CONTRACTS

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

A. Description of services to be performed.

B. Time of Performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

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

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

22. REQUIREMENTS CONTRACT

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

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

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

SCOPE OF SERVICES

1.0 PURPOSE & OVERVIEW

The Contractor shall provide environmental remediation services that include, but are not limited to: rapid response and recovery for any microbial growth, asbestos, lead based paint, moisture intrusion, HVAC coil and duct cleaning, chemical spills, and other Environmental Remediation Services. In general terms, the Contractor shall provide all labor, equipment, material, supervision and subcontracting for the removal and disposal of all asbestos containing material (ACM) and other Environmental Remediation Services as specified in a site-specific proposal for each specific project and building that is owned, leased, or operated by the Orange County Board of County Commissioners, Florida (the "Owner"). This includes all ACM, asbestos-containing debris, dust, over spray, asbestos contaminated materials, and mold impacted materials.

2.0 GENERAL REQUIRMENTS

The Contractor shall be responsible for the following environmental protocol set forth by the County's designated representative or by the County's third party industrial hygiene firm. The Contractor shall:

1) Floor Tile – removal of asbestos floor tile and mastic. Includes but not limited to, equipment, consumable items, set-up, removal of tile and mastic, clean-up, removal of barriers and disposal.

2) Fire doors – removal and disposal

3) Class I Asbestos – removal of Thermal System Insulation and surfacing including Asbestos Containing Materials and Presumed/Assumed Asbestos Containing Materials.

4) Class II Asbestos – removal of ACM which is not thermal system insulation or surfacing material. Includes, but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

5) Lead based paint - removal or encapsulation

6) Indoor air quality – proper cleaning of mold affected hard surfaces. Includes, but not limited to, equipment, consumable items, setup, removal of barriers and disposal as well as disposal of all building materials waste. Work area size limits as noted in EPA Mold Remediation in Schools and Commercial Buildings, Table 2, unless otherwise designated by Owner's representative or Consultant.

7) Mold abatement – removal of mold contaminated wall board/sheet rock. Includes, but not limited to, equipment, consumable items, setup, removal of barriers and disposal as well as disposal of all building materials waste. Work area size limits as noted in EPA Mold Remediation in Schools and Commercial Buildings, Table 2, unless otherwise designated by Owner's representative or Consultant.

8) Coil Cleaning – Cleaning of HVAC units in accordance with NADCA General Specifications for the Cleaning of Commercial Heating, Ventilating, and Air Conditioning Systems.

9) Duct Cleaning – Cleaning of biologically contaminated metal HVAC ductwork. Includes replacement of any flexible ductwork that is unable to be cleaned.

These scope of services are not intended to cover all variations that may occur, however, the site-specific proposals will address anticipated variations. If any discrepancy arises between the general specifications and the site-specific proposals, the procedures and instructions in the site-specific proposals will prevail for specific job requirements.

2.02 CONDITIONS

The Contractor shall respond within two (2) hours of initial notice from the designated Orange County representative. Response time shall be deemed as having the Contractor's representative physically present at the Orange County location where an environmental incident was reported.

2.03 MATERIALS/EQUIPMENT COST

. The costs for equipment shall be based on the supplies invoice and shall be paid without markup. Material cost shall be included in the applicable rates established in the contract for services provided.

A copy of your invoice for any rental equipment must be provided with you invoice to verify renal cost of the equipment rented.

2.04 PROJECT ESTIMATES

The Contractor and the County's representative shall jointly meet at the site to determine the extent of the services required with payment categories. A project estimate to include applicable line items, square footage, hours, hourly rates and equipment rental (if applicable) and overall performance period to arrive at a guaranteed maximum amount. Both parties will sign and date this estimate. A delivery order based on this estimate will be issued for the services required.

BID RESPONSE FORM
IFB #Y18-1091-PD

The Contractor shall provide all labor 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 Bid Response Form, inclusive of overhead, profit and any other costs.

Item No.	Description	Unit Cost		Estimated Annual Quantity		Total Est. Bid
1.	**Floor Tile** – All-inclusive square foot prices for the removal of asbestos floor tile and mastic. (To include but not limited to equipment, consumable items, set-up, removal of tile and mastic, clean-up, removal of barriers and disposal.)					
1.1.	1-160 sq ft	$____ _____/sq ft	x	10,000 sq ft	=	$_____
1.2.	160 – 500 sq ft	$____ _____/sq ft	x	25,000 sq ft	=	$_____
1.3.	500 – 1000 sq ft	$____ _____/sq ft	x	10,000 sq ft	=	$_____
1.4.	1000 – 1500 sq ft	$____ _____/sq ft	x	10,000 sq ft	=	$_____
1.5.	1500 – 3000 sq ft	$____ _____/sq ft	x	15,000 sq ft	=	$_____
1.6.	3000 and above	$____ _____/sq ft	x	8,000 sq ft	=	$_____
1.7.	Removal and Disposal of Carpets	$____ _____/sq ft	x	5,000 sq ft	=	$_____
1.8.	Removal of tile from wood floors	$____ _____/sq ft	x	5,000 sq ft	=	$_____
1.9.	More than one layer of tile	$____ _____/sq ft	x	20,000 sq ft	=	$_____
2.	**Fire Doors**					
2.1.	All-inclusive price for removal and disposal	$_____ _____/door	x	25 doors	=	$_____

3. Class I Asbestos – (activities involving the removal of Thermal System Insulation and surfacing Asbestos Containing Materials and Presumed/Assumed Asbestos Containing Materials.) All-inclusive price for:

3.1.	Remediation worker	$_____ _____/hour	x	50,000 hrs	=	$_____
3.2.	Remediation supervisor	$___ _____/hour	x	10,000 hrs	=	$_____

_____
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

4. **Class II Asbestos** – (activities involving the removal of ACM which is not thermal system insulation or surfacing material.) This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics. All-inclusive price for:

4.1.	Remediation worker	$____ _____/hour	x 50,000 hrs	=	$_____
4.2.	Remediation supervisor	$____ _____/hour	x 10,000 hrs	=	$_____

5. **Lead Based Paint** - All-inclusive price for:

5.1.	Remediation worker	$____ _____/hour	x 500 hrs	=	$_____
5.2.	Remediation supervisor	$____ _____/hour	x 100 hrs	=	$_____

6. **Indoor Air Quality** – All-inclusive price for the proper cleaning of mold contaminated hard surfaces. (To include but not limited to equipment, consumable items, setup, clean-up, removal of barriers and disposal.) Work area size is to be within the outlined limits as noted in the EPA Mold Remediation in Schools and Commercial Buildings, Table 2, unless otherwise designated by Owner's Representative or Consultant. The Contractor shall properly dispose of all building materials waste.

6.1.	Area size 1-160 sq ft	$_____ _____/sq ft	x 5,000	=	$_____
6.2.	Area size 160–500 sq ft	$____ ____/sq ft	x 10,000	=	$_____
6.3.	Area size 500–1000 sq ft	$_____ _____/sq ft	x 20,000	=	$_____
6.4.	Area size 1000–1500 sq ft	$_____ ____/sq ft	x 30,000	=	$_____
6.5.	Area size 1500–3000 sq ft	$____ ____/sq ft	x 50,000	=	$_____
6.6.	Area size 3000 sq ft and above	$_____ _____/sq ft	x 100,000	=	$_____
6.7.	Carpet cleaning to compliment IAQ Services	$_____ _____/sq ft	x 100,000	=	$_____

_____
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

7. **Mold Abatement** – All-inclusive price for the removal of mold contaminated wall board/sheet rock. (To include but not limited to equipment, consumable items, set-up, removal of tile and mastic, clean-up, removal of barriers and disposal.) Work area size is to be within the outlined limits as noted in the EPA Mold Remediation in Schools and Commercial Buildings, Table 2, unless otherwise designated by Owner's Representative or Consultant. The Contractor shall properly dispose of all building materials waste.

7.1.	1-160 sq ft	$_____/sq ft	x	5,000	=	$_____
7.2.	160 – 500 sq ft	$_____/sq ft	x	10,000	=	$_____
7.3.	500 – 1000 sq ft	$_____/sq ft	x	15,000	=	$_____
7.4.	1000 – 1500 sq ft	$_____/sq ft	x	20,000	=	$_____
7.5.	1500 – 3000 sq ft	$_____/sq ft	x	30,000	=	$_____
7.6.	3000 sq ft and above	$_____/sq ft	x	50,000	=	$_____

8 **Coil cleaning** – All-inclusive pricing to reflect cleaning of HVAC units in accordance with NADCA General Specifications for the Cleaning of Commercial Heating, Ventilating, and Air Conditioning Systems.

8.1.	Small (Fan Coil Unit) 1 – 5 Ton	$_____/each	x	5	=	$_____
8.2.	Small (Wall Hung) 1 – 5 Ton	$_____/each	x	5	=	$_____
8.3.	Medium 5 – 15 Ton	$_____/each	x	5	=	$_____
8.4.	Large 15 – 30 Ton	$_____/each	x	5	=	$_____
8.5.	Extra Large 30 Ton and up	$_____/each	x	5	=	$_____

_____
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

9. **Duct Cleaning** - Pricing shall reflect cleaning of biologically contaminated metal HVAC ductwork. Scope includes replacement of any flexible ductwork that is unable to be cleaned. Pricing shall be based on a time and materials cost as included in "Other Environmental Remediation Services not specifically listed or shown as all-inclusive". All-inclusive price for:

9.1. Remediation worker $ _____/hour x 5,000hrs = $_____

9.2. Remediation supervisor $_____/hour x 1,000hrs = $_____

10. **Unsafe Structure Abatement/Removal** - Pricing shall reflect incidents where asbestos containing material is contained within a structure but the structure has become too unsafe to abate (e.g. due to fire). Scope includes removal of all materials under WET demolition procedures for proper disposal as ACM. Pricing shall be based on a time and materials cost as included in "Other Environmental Remediation Services not specifically listed or shown as all-inclusive". All-inclusive price for:

10.1. Remediation worker $_____/hour x 500hrs = $_____

10.2. Remediation supervisor $_____ _/hour x 100hrs = $_____

10.3. Heavy Equipment Operator $ _____/hour x 250hrs = $_____

10.4. Disposal Fees $_____ ___/ton x 500 ton = $_____

11. **Rodent/Pest Debris Removal and Decontamination** - Pricing shall reflect activities necessary to remove rodent waste, dead animals, pest debris, etc. Scope includes removal of all associated waste materials including but not limited to blood, urine, and fecal matter, for proper disposal, disinfecting affected areas, abatement of any odors, and use of HEPPA vacuum as necessary. Pricing shall be based on a time and materials cost as included in "Other Environmental Remediation Services not specifically listed or shown as all-inclusive". All-inclusive price for:

11.1. Remediation worker $_____/hour x 150hrs = $_____

11.2. Remediation supervisor $_____/hour x 75hrs = $_____

_____
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

12. Other Environmental Remediation Services not specifically listed or shown as ALL-INCLUSIVE: Provide labor necessary to complete miscellaneous environmental remediation services using the latest technologies and procedures for the associated work, such as Bio-Hazardous or Hazardous Waste Abatement. In addition, explicit work orders shall be written for specific environmental projects. Labor costs will be reimbursed for workers directly employed by the Contractor to perform asbestos abatement, lead based paint removal, and other work at a site and shall include all overhead and profits. All-inclusive price for:

12.1.	Remediation worker	$_____/hour	x	350	=	$_____
12.2.	Remediation supervisor	$_____/hour	x	100	=	$_____

13. Additional Materials used for projects not shown as ALL INCLUSIVE above:
Please provide a price for each item listed below:

13.1.	Foster 40-20 (5 gallon)	$_____/bucket	x	1,000 buckets	$_____
13.2.	Foster 40-80 (5 gallon)	$_____/bucket	x	1,000 buckets	$_____
13.3	Rental Equipment e.g. Porta Pottys, scissor lift (**at cost**)	$_____/year		=	$_____
13.4.	Mobilization (to and from site)	$_____/site	x	50 sites =	$_____

TOTAL ESTIMATED BID (Items 1 through 13) $_____x 2 years = $_____

A COPY OF YOUR RENTAL INVOICE MUST BE SUBMITTED TO VERIFY RENTAL COST

It is the intent of this agreement that each project shall be dealt with individually and a price estimate in writing shall be agreed upon, prior to issuance of a Delivery Order, which will act as the notice to proceed. Price estimating shall include the number of workers, estimated number of hours for project completion, and itemized list of sub-contractor costs, per the contracted agreement. Subcontractor quotes shall be provided per site-specific proposals. Each project shall be treated as a Guaranteed Maximum Price and shall not exceed the estimated price without written consent from the Division representative.

_____
Company Name

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

Performance shall be no later than **two (2)** hours after initial notice from the Designated County Representative shall be physically present at the Orange County locations where the Environmental incident was reported per Special Terms and Conditions.

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

Bid Response Documents - The following documents constitute your bid:

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

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

_____

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

_____

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

_____ (Signature)

_____ (Date)

_____ (Title)

_____ (Name of Business)

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

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture ____ Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

REFERENCES

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. The same client entity shall not be used more than once.

1. Company Name: _____

   Owner's Name: _____

   Description of services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

   Telephone Number: _____

   Email Address: _____

2. Company Name: _____

   Owner's Name: _____

   Description of services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

LIST OF EQUIPMENT

1. Description: _____

   Model: _____

2. Description: _____

   Model: _____

3. Description: _____

   Model: _____

4. Description: _____

   Model: _____

5. Description: _____

   Model: _____

6. Description: _____

   Model: _____

7. Description: _____

   Model: _____

8. Description: _____

   Model: _____

9. Description: _____

   Model: _____

10. Description: _____

    Model: _____

11. Description: _____

    Model: _____

12. Description: _____

    Model: _____

DRUG-FREE WORKPLACE FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

_____
Bidder's Signature

_____
Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y18-1091-PD

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y18-1091-PD

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y18-1091-PD, Environmental Remediation 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 Bidder and shall be submitted to the Procurement Division by the Bidder.

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

_____

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

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

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

Name of Bidder's Authorized Agent:

_____

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

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

Part II

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

____ **YES** ____ **NO**

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

____ **YES** ____ **NO**

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

____ **YES** ____ **NO**

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

_____

_____

_____

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

_____ _____

Signature of Bidder Date

Printed Name and Title of Person completing this form:

_____

STATE OF _____:
COUNTY OF _____:

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

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

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

_____
Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

_____

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

_____

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

1. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

2. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

3. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

4. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

5. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

6. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

7. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

8. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

Part II

Expenditures:

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

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

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

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	$

Part III

Original signature and notarization required

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

_____ _____

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

Printed Name and Title of Person completing this form:

_____

STATE OF _____:
COUNTY OF _____:

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

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

(Notary Seal)

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

_____
Staff signature and date of receipt of form

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

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

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

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

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

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

AGENT AUTHORIZATION FORM

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

_____ _____

Signature of Bidder Date

STATE OF _____ :
COUNTY OF _____ :

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

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

_____

Signature of Notary Public

(Notary Seal)

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER
1. Name of Agent or Broker
Street Address
City, State, Zip

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C: 3.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
2. Name of Insured
Street Address
City, State, Zip

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

13. Orange County Board of County Commissioners
Procurement Division
400 E. South Street
Orlando, Florida 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

14.

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ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.

2. **INSURED:** Legal name and address of the entity entering into the contract or agreement

3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.

4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.

5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.

6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.

7. **POLICY EFFECTIVE/EXPIRA TION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.

8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.

9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however, some organizations do not own vehicles so the other boxes may be marked.

10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.

11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.

12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.

13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.

14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint | *Effective April 1, 1984* | Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

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©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

PROCUREMENT DIVISION
CARRIE MATHES, MPA, CFCM, CPPO, C.P.M., APP, Manager
400 E South Street 2nd Floor * Reply To: Post Office Box 1393, Orlando, FL 32802-1393
PH: 407-836-5635 FAX: 407-836-5899

TERM CONTRACT NO. Y18-1091
ENVIRONMENTAL REMEDIATION SERVICES TERM CONTRACT

TO: Simpson Environmental Services, Inc.
PO Box 735
Trilby, FL 33593

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

   This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y18-1091, Environmental Remediation Services - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

   A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.

   B. This contract is effective **October 25, 2018,** and shall remain in effect through **October 24, 2020.** The estimated contract award for this period is **$10,570,500.00.**

   C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

   D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

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

      Orange County Risk Management
      109 East Church Street Suite 200
      Orlando, Florida 32801

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

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

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

BY: Perry Davis
Perry Davis, CPPB
Procurement Division

DATE: 10/17/18

Simpson Environmental Services, Inc.

SES

COPY

Orange County Purchasing & Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

BID #Y18-1091-PD
ENVIRONMENTAL REMEDIATION SERVICES
TERM CONTRACT

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	List and brief description of similar work satisfactorily completed with the attached reference sheets	2
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	The key personnel providing the services Employee Matrix	4
	Firm statement / documentation verifying experience in the area of expertise	5
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Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

July 26, 2018

Section 1

Simpson Environmental Services, Inc.
Professional Abatement Services

CGC1509069
CJC056717
CMC1249368

P.O. Box 735 · Trilby, FL 33593 · (352) 583-2509 · Fax (352) 583-3371
www.simpsonenv.com

July 26, 2018

Carrie Mathes, MPA, CPPO, CFCM, C.P.M.
Manager, Procurement Division
Orange County Purchasing & Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

RE: INVITATION FOR BIDS #Y18-1091-PD ENVIRONMENTAL REMEDIATION SERVICES TERM CONTRACT

Dear Ms. Mathes:

Simpson Environmental Services, Inc. (SES) is pleased to present this response to your invitation to bid for Environmental Remediation Services, Bid #Y18-1091-PD (Environmental Services Term Contract). The ownership of SES has been involved in the asbestos and lead paint removal business since 1977 have completed over 5,000 projects and over 200 million dollars' worth of work. In January 2004, SES was incorporated as a Florida Licensed Asbestos Abatement, Mechanical, and General Contracting Firm.

SES performs asbestos abatement, lead paint abatement, microbial remediation, interior demolition, mechanical installation. **SES has successfully performed these services for Orange County for the past 12 years by way of direct vendor contract or piggy-back contract.** The success of SES is built on and is dependent on the following features:

Project Team: Our principals, project managers, and supervisors have past experience and continue to work with private, hospitality, institutional, industrial and governmental clients including past extensive experience working for and with the Board of County Commissioners of Orange County (BCCOC).

WMBE Participation: For this contract SES will utilize the services of a subcontractor to perform the following: Asbestos, lead, IAQ sampling and reporting when required. SES is has selected RL Reed & Associates (RLR), a Florida Licensed Asbestos Business. RLR is a Orange County Government certified Women Business Enterprise (WBE) as a State of Florida certified Mold Assessor, Environmental Consulting (Non PE Related) firm.

Project Experience: Our key personnel have over 80 years of experience in the asbestos, lead based abatement and the indoor air quality remediation service industries having completed projects totaling over $200 million. We have proven production techniques that assure our clients that their specified schedules and budgets are SAFELY met while complying with local, state, and federal regulations.

Location: SES has offices strategically located throughout Florida, including an office in Lake Mary, FL. Our selected project manager for Orange County is located in Central Florida **20 minutes from Risk Management Offices and has the ability to respond to BCCOC within one half hour of your request.**

Safety: Safety is a top priority of SES. We have written and implemented a safety program of which primary importance has been placed on the personal safety and health of every employee. SES also retains an independent safety consultant on a yearly agreement to provide on-site safety audits and recommendations.

Stability: SES maintains in-house secondary qualifiers on all licenses required for this contract to provide stability and account for any unforeseen circumstance that may arise during this 5 year contract.

Drug Free Work Place: SES is a drug-free workplace and actively participates in the program. Every employee is screened prior to employment and random screenings are performed.

Asbestos and Mold Specific Liability Insurance: SES maintains asbestos specific liability insurance of the "occurrence" type. This coverage offers superior protection to the more easily obtainable "claims made" policies.

Bonding Capacity: SES has the bonding capability of over 6 million dollars.

Regulatory Training: Our supervisors and workers are **Asbestos Hazard Emergency Response Act Program** (AHERA) trained and certified. Our training program includes yearly refreshers as required by AHERA.

Documentation: Before, during, and after an abatement project, documentation is of critical importance. A biography of events and documents is meticulously compiled to record an absolute proof of project events. At the completion of a project, the documentation is provided to the client within our post job submittal.

Third Party Verification: SES utilizes independent third party industrial hygiene firms for its air monitoring and sampling when not provided by the owner. The results of this sampling are included in the post job submittal by SES to the client.

Respiratory Protection Plan: SES maintains a Respiratory Protection Plan as required by OSHA and these project documents. As part of this Respiratory Protection Plan, employees receive yearly physicals and are not permitted to work without current physician release. Period fit tests are also provided to employees who are authorized to wear a respirator.

Quality & Cost Control: At SES we value efficiency and optimum project performance. Experience and properly administered quality control programs improve not only the caliber of work, but the cost efficiency as well. Our experience and quality control systems assure our clients that their individual projects will be completed correctly and in a timely manner.

Backlog of Work: Simpson Environmental Services currently maintains an average of 75 employees and possesses a backlog of work extending into 2018 of over $750,000. This allows us to maintain a steady stream of work to retain our key personnel and still gives us the ability to respond to your needs.

Cost Control: With our experienced personnel, management structure, wide range of project types, and the flexibility to adapt to onsite conditions and the client's needs, we maintain an impressive history of performing projects within budget and on schedule.

Quality of Service: At SES we pride ourselves on our quality of work and that the majority of our clients are returning clients. Repeat business does not typically follow a poor quality of work and client dissatisfaction.

OSHA Training: SES maintains current certification as required for the type of projects that would be required under this contract including: Heavy equipment operator (excavator, Arial lift, equipment lift, etc.), OSHA 40, HAZWOPER, etc.

Company Owned: SES's inventory of company owned equipment and a fully stocked 9,000 square foot warehouse allows us to respond to our client's emergency and planned needs immediately. Also, our equipment and materials meet or exceed current industry and federal standards.

Significant Difficulties:
We at SES feel communication is the key. Utilizing the expertise of BCCOC and our key staff we feel we can determine a solution to any difficulty that may arise.

Simpson Environmental Services, Inc. has the capability to accomplish the asbestos abatement, lead based paint, mold abatement or indoor air quality needs of BCCOC. Our personnel have the industry experience and training to get the job done efficiently.

We appreciate the opportunity to work with you, if you have any questions, please contact me at (352) 583-2509.

Sincerely,

Simpson Environmental Services, Inc.

Shawn E. Brigham
Vice-President

C:\Users\sbrig\Documents\Shared\Proposal\OC 18\Y18-1091 - Cover Letter.docx

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

July 26, 2018

Section 2

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Simpson Environmental Services, Inc.

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

TIN#: 71-0957279 D-U-N-S®# 36-080-6579

P O Box 735 Trilby
(Street No. or P.O. Box Number) (Street Name) (City)

Pasco County Florida 33593-0735
(County) (State) (Zip Code)

Contact Person: Shawn E. Brigham, VP / Project Manager

Phone Number: 352-583-2509 Fax Number: 352-583-3371

Email Address: SBrigham@Simpsonenv.com

EMERGENCY CONTACT

Emergency Contact Person: Shawn Brigham

Telephone Number: 352-583-2509 Cell Phone Number: 407-468-8461

Residence Telephone Number: 321-926-3921 Email: SBrigham@Simsonenv.com

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email
Shawn Brigham	VP / Project Manager	407-468-8461/SBrigham@Simpsonenv.com
Timothy Yaeger	VP/Project Manager	352-583-2509/TimYaeger@Embarqmail.cor
Wilton Simpson	President/Project Manager	352-583-2509/WSmpson@msn.com

(Signature)
Shawn E. Brigham

7/26/18
(Date)

Vice President/Project Manager
(Title)

Simpson Environmental Services, Inc.
(Name of Business)

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

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture XX Corporation

State of Incorporation: Florida

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

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

Federal I.D. number is 71-0957279

REFERENCES

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. The same client entity shall not be used more than once.

1. Company Name: Orange County Public Schools

   Owner's Name: Orange County Public Schools

   Description of services provided: Indoor Air Quality Remediation Services

   Contract Amount: Term Contract

   Start and End Date of Contract: 2011 - On Going

   Contact Person: Ms. Jennifer Fowler

   Address: Ft. Gatlin Admin Center, Building 50
   3909 Summerlin Avenue, Orlando, FL 32806

   Telephone Number: 407-317-3939

   Email Address: Jennifer.Fowler@ocps.net

2. Company Name: Seminole County Public Schools

   Owner's Name: Seminole County Public Schools

   Description of services provided: Asbestos, Lead Paint Abatement and Indoor Air Quality Remediation Services

   Contract Amount: Term Contract

   Start and End Date of Contract: 2008 - On Going

   Contact Person: Mr. Jerry Henkins

   Address: 820 East State Road 434
   Winter Springs FL 32708

Telephone Number: 407-320-7401

Email Address: HenkinsJZ@scps.k12.fl.us

3. Company Name: Osceola County Public Schools

Owner's Name: Osceola County Public Schools

Description of services provided: Asbestos, Lead Based Paint Abatement and Indoor Air Quality Remediation Services

Contract Amount: Term Contract

Start and End Date of Contract: 2010 - On Going

Contact Person: Mrs. Maria Hernandez

Address: 809 Bill Beck Blvd.

Kissimmee FL 34744

Telephone Number: 407-518-2938

Email Address: Hernandezm@Osceola.k12.fl.us

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

July 26, 2018

Section 3

LIST OF EQUIPMENT

1. Description: Please See Attached List of Equipment

   Model: _____

2. Description: _____

   Model: _____

3. Description: _____

   Model: _____

4. Description: _____

   Model: _____

5. Description: _____

   Model: _____

6. Description: _____

   Model: _____

7. Description: _____

   Model: _____

8. Description: _____

   Model: _____

9. Description: _____

   Model: _____

10. Description: _____

    Model: _____

11. Description: _____

    Model: _____

12. Description: _____

    Model: _____

List of Equipment

Below is a list of equipment for Simpson Environmental Services, Inc.:

EQUIPMENT	QUANTITY
Acetylene Torch set w/cart	3
Air Scrubbers	
Aramsco	18
Aerospace	30
ACSI Force Air 2000	40
ACSI Force Air 700	2
Airless Paint Sprayers	
Titan 440i	22
Bobcat Case 420	2
Carpet Cleaners	
Rug Doctor	2
Concrete Saws	
Stihl(gas)	4
Husqvarna(electric)	2
Decon	
Aluminum portable showers	18
Pumps/filters	8
Heaters	8
Differential Pressure Recorders	
Omniguard	5
Trimon	2
Dehumidifiers	
Drieaz	10
Phoenix 200 Max	10
Phoenix 300	3
Triton	2
BD80-XE	10
Dumpsters/Roll-offs	
20 yard container	43
30 yard container	94
30 yard container-enclosed	2

Electrical	
Power Centers	8
Battery charger	2
Extension cord	20
100' single tap extension cord	6
GFCI-four outlets	10
Zip wall system- 12"	8
Portable Generators	12
Floor Removal Machine	1
Gauges	
Air flow Indicator kit- smoke	2
Measuring wheel	4
Protimeter MMS Plus	2
Air One Personal sampling pump	18
Ladders	
6'	50
8'	25
10'	25
12'	5
20' extension	6
24' extension	5
Master Remover Machines	
Advantage	4
Pullman	1
Pallet Jacks	3
Poly Tilt Trucks	7
PPE's	
.8 MIC Air cassette	4
Universal harness	20
6' Nylon Lanyard	20
Personal pumps	4
North ½ face respirator	60
PAPR Respirator	26
Portable Air Compressor	4
Portable Showers	15

Pumps/Filters	8
Heaters	6
Scaffolding	12
Vacuums	
Aramsco 15-gallon HEPA vac	23
Aramsco 5 gallon wet/dry	6
HEPA vac	3
Nilfisk 16 gallon HEPA vac	
Tool kit for 15 gallon wet/dry	12
HEPA vac	
Trucks	
Medium duty pick- up	4
Heavy duty pick-up	9
Diesel skid loader	2
Equipment Trailers	9
Miscellaneous	
Digital camera	10
1 ½ 25' crush proof hose	4
1 ½ 50' crush proof hose	5
Heavy Duty Stapler	1
Trash can	9
Trash can dolly	9
Wheel barrow	
Miscellaneous Semi-Heavy equipment	
CAT 322 Excavator	1
D5 CAT Dozer	3
CAT950 Loader	1
CAT928 Loader	1
CAT924 Loader	1
Mack Roll-off Trucks	3

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

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Section 4

Meet Our Team

SES has brought together a core management team of experienced abatement supervisors in addition to several key members from the environmental consulting industry in order to elevate the knowledge, professionalism and innovative experience we can deliver beyond our industry competitors. Our executive management group has worked with private, institutional, industrial, and governmental clients.

Wilton Simpson, President
Florida Licensed General Contractor, Asbestos Contractor and Mold Remediator
Wilton has been involved in remediation projects since the late '70s and has successfully supervised over $200 million in construction and abatement projects.
Governor Charlie Crist appoints PHCC trustees. Interview with Wilton Simpson in the news. (Section 7)

Tim Yaeger, Vice-President / Project Manager
Florida Licensed Asbestos Contractor, Mechanical Contractor and Mold Remediator
Tim has over 22 years of experience in the environmental services industry, including the completion of over 1000 asbestos and/or lead paint abatement, duct cleaning, demolition and mold remediation projects.

Shawn Brigham, Vice-President / Project Manager
Florida Licensed Building Contractor, Asbestos Contractor, Mechanical Contractor and Mold Remediator
A Certified Indoor Environmentalist, Shawn has over 24 years of experience in the asbestos and lead abatement industry as both a consultant and project manager.

Casey Mattox, Vice-President / Project Manager
Florida Licensed Building Contractor
With over 19 years of experience in the environmental services industry, Casey has completed over 1,000 asbestos, mold remediation, demolition, and duct cleaning projects.

Randall A. LesPerance, Project Manager
Florida Licensed Mechanical Contractor
Randy has over 25 years of experience in the environmental services industry. Project Manager of asbestos abatement, mold remediation, demolition, and duct cleaning projects.

Russell Thompson, Project Manager
Project Manager of asbestos abatement, duct cleaning, lead paint abatement, microbial remediation, and interior demolition projects.

Wayne Reittinger, Corporate Secretary
Wayne has over 19 years of experience in the environmental services industry and is proficient in all aspects of office management.

Angel L. Magobet,Manager Area/Project Manager
Angel has over 22 years experience in the environmental services industry and a Project Manager of asbestos abatement, duct cleaning, lead paint abatement, microbial remediation, and interior demolition projects.

Subcontractors

For this contract, we intend to supplement our core staff, as and if needed, with the following companies:

Steven Bivens Contracting, Inc. (SBCI):

SBCI will provide heavy equipment and operators as needed for the demolition of unsafe structures with asbestos. SBCI has over 5 years' experience with the demolition of residential and commercial structures. SBCI also maintain OSHA trained personnel as heavy equipment operators and asbestos supervisors.

M. Daniels Construction, Inc (Daniels):

Daniels will also provide hauling and heavy equipment as needed for the demolition of unsafe structures with asbestos. Daniels has over 10 years' experience with the demolition of residential and commercial structures. Daniels also maintains OSHA trained personnel as heavy equipment operators.

Simpson Environmental Personnel Matrix

Employee Name	Title	Florida License - General Contractor	Florida License - Mechanical Contractor	Florida License - Asbestos Contractor	Florida License - Building Contractor	Florida License - Utilities Contractor	EPA Asbestos Supervisor	EPA Asbestos Worker	EPA Lead RRP	Florida License - Mold Remediator	OSHA Mold Awareness Training	OSHA Lead Awareness Training	EPA AHERA Inspector	EPA AHERA Management Planner	NIOSH 582E	Heavy Equipment Operator	OSHA 40 Hour Training
Shawn Brigham	V.P. / Project Manager		◇	◇	◇		◇		◇	◇	◇	◇	◇	◇	◇		
Casey Mattox	V.P. / Project Manager	◇				◇	◇		◇	◇	◇	◇					◇
Wilton Simpson	President / Project Manager	◇		◇			◇		◇	◇	◇	◇					
Timothy Yaeger	V.P. / Project Manager		◇	◇			◇		◇	◇	◇	◇	◇				◇
Randy LesPerance	Project Manager		◇				◇				◇	◇	◇	◇	◇		
Rusty Thompson	Project Manager			◇			◇				◇	◇					
Alan John	Project Manager						◇				◇	◇					◇
Donathan Buck	Project Manager						◇				◇	◇				◇	
Tim Sparks	Project Manager						◇				◇	◇					◇
Renato Garcia	Supervisor						◇				◇					◇	◇
Jose Garcia	Supervisor						◇				◇	◇				◇	◇
Chris Plummer	Supervisor						◇				◇					◇	◇
Alejandro Huapilla	Supervisor						◇				◇	◇					◇
Sergio Quezada	Supervisor						◇				◇	◇				◇	
Saul Arellano	Supervisor						◇				◇					◇	
Allen Phillips	Supervisor						◇				◇	◇				◇	◇
Jorge Gutierrez	Supervisor						◇				◇	◇				◇	
Jose Najar	Supervisor						◇				◇	◇				◇	
Chuck Pangallo	Supervisor						◇				◇	◇					
Carlos Rodriguez	Supervisor						◇				◇	◇				◇	
Jesse Shipley	Supervisor						◇					◇				◇	◇
Eusebio Arellano	Worker							◇			◇	◇				◇	
Elias Arriaga	Worker							◇			◇	◇					
Andrew Buck	Worker							◇			◇						
Luis Cantero Rafeal	Worker							◇			◇	◇				◇	
Antonio Cardoso	Worker							◇			◇	◇				◇	
Abraham Contreras	Worker							◇			◇	◇				◇	

Simpson Environmental Personnel Matrix

Employee Name	Title	Florida License - General Contractor	Florida License - Mechanical Contractor	Florida License - Asbestos Contractor	Florida License - Building Contractor	Florida License - UG Utilities Contractor	EPA Asbestos Supervisor	EPA Asbestos Worker	EPA Lead RRP	Florida License - Mold Remediator	OSHA Mold Awareness Training	OSHA Lead Awareness Training	EPA AHERA Inspector	EPA AHERA Management Planner	NIOSH 582E	Heavy Equipment Operator	OSHA 40 Hour Training
Ramiro Contreras	Worker							✓			✓	✓					
Argeo Cruz	Worker							✓			✓	✓					
Javier Diaz-Velazquez	Worker							✓			✓	✓				✓	
Javier Garcia	Worker							✓			✓	✓				✓	
Lino Garcia-Lezama	Worker							✓			✓					✓	✓
Ramon Garcia-Montez	Worker							✓			✓	✓					✓
Leopoldo Gonzalez	Worker							✓			✓	✓					
Erlwin Hodgson	Worker						✓		✓		✓	✓					
Jorge Huapilla	Worker						✓				✓	✓				✓	✓
Jose Maradiaga	Worker							✓			✓	✓					
Rodrigo Olvera	Worker							✓			✓	✓				✓	✓
Adrian Perez	Worker							✓			✓	✓				✓	✓
Jamie A. Perez	Worker							✓			✓						
Samuel Perez	Worker							✓			✓	✓				✓	✓
Angel Quezada	Worker							✓			✓	✓					✓
Jesus Renteria	Worker							✓			✓	✓				✓	✓
Ruben Cardoso-Rojo	Worker						✓				✓	✓				✓	
Jose Serna	Worker							✓			✓	✓				✓	✓
Gonzalo Zea-Pena	Worker							✓			✓	✓				✓	

Due to quantity of above certifications: copies will be provided upon request. Certification typically provided in SES post job submittals.

Simpson Environmental Services, Inc.

Organizational Chart

Wilton Simpson
President

Shawn Brigham
Vice President
Project Manager
Orlando Office

Tim Yaeger
Vice President
-Project Manager

Wayne Reittinger
Corporate Secretary
Office Manager

Casey Mattox
Vice President
Project Manager

Randy Lesperance
Project Manager

Don Buck
Project Manager
South Florida Office

Rusty Thompson
Project Manager

Tim Sparks
Project Manager

Angel Magobet
Project Manager

Supervisors | Supervisors | Supervisors | Supervisors | Supervisors

Workers | Workers | Workers | Workers | Workers

ORANGE COUNTY GOVERNMENT FLORIDA

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

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Section 5

Experience and Knowledge

Simpson Environmental Services, Inc. (SES) has offices strategically located throughout Florida, including an office in Longwood, FL. Our selected project manager for Orange County is located in Central Florida and **20 minutes from Risk Management Offices and has the ability to respond to BCCOC within one half hour of your request.**

SES has a good communications structure. All of our Project Managers and Supervisors have cell phones allowing easy access. Therefore, someone from our staff will be available 24 hours a day, 7 days a week.

Each supervisor has their own truck and trailer, each trailer holds enough equipment and materials to do a small asbestos abatement job. If an emergency situation arises, we can be at a job site quickly with the equipment, materials, and manpower necessary to get the job done.

There personnel of SES are experienced with responding to unpredictable requests for work. Therefore, if needed, we can respond quickly to unpredictable request for work anywhere in the County.

Project Experience:

Our key personnel have over 75 years of experience in the asbestos and lead based abatement, and the indoor air quality remediation service industries having completed projects totaling over $200 million. We have proven production techniques that assure our clients that their specified schedules and budgets are SAFELY met while complying with local, state, and federal regulations.

Currently, we maintain 8 independent work crews consisting of one skilled EPA trained asbestos supervisor and 5 EPA trained skilled workers. Typically, the project supervisor and members of these crews stay together as a unit, creating greater efficiency and consistency in their work. The project supervisors are designated by the company through their prior work experience, abatement knowledge and attention to detail for documentation. In order to train future project supervisors, many of the crews have a second "supervisor-in-training" who is certified as an EPA supervisor, but is learning the responsibilities of the position.

SES has performed work either directly for, or as a subcontractor, to the following government, higher education facilities and private clients but is not limited to this select group:

FDOT
Publix Super Markets, Inc.
Citrus County Board of Commissioners
Polk County Board of Commissioners
Brighthouse Networks
First National Bank
Bank of America
Wachovia Bank
United Dominion Realty Trust
Parkway Realty
Orange County Board of Commissioners
Central Florida Regional Hospital
Sun Trust Bank, NA
Jacksonville University
Florida State University
The City of St. Augustine
Family Dollar Stores
Hillsborough County School District
Seminole County Public Schools
Palm Beach County Public Schools

Miami-Dade County Public Schools
Citrus County School Board
Sumter County School Board
University of Florida

SES presently holds the asbestos and indoor air quality remediation term contracts for the following school boards:

Orange County Public Schools
School District of Osceola County
Seminole County Public Schools
Polk County Public Schools
Brevard County Public Schools
Citrus County Public Schools
Sarasota County Public Schools
Broward County Public Schools
Palm Beach County Public Schools
Miami-Dade County Public Schools
Pasco County Public Schools

SES has also completed various asbestos, lead, IAQ, duct cleaning and mold remediation projects either directly fore, or as a subcontractor, for the following school boards:

Hillsborough County School Board
Collier County School Board
Manatee County School Board
Orange County School Board
Leon County School Board

Location:

SES has offices strategically located throughout Florida, including an office in Longwood, FL. Our selected project manager for Orange County is located in Central Florida is **15 minutes from Risk Management Offices and has the ability to respond to BCCOC within one half hour of your request.** Shawn Brigham will be the Program Manager and single point of contact for this contract.

Our Corporate office is located at:

21310 Highway 98 North
Post Office Box 735
Trilby, Florida 33593
Phone: 352-583-2509
Fax: 352-583-3371
Mobile 813-714-4737 available 24 hours
Office hours 7:00am – 5:00pm, Monday thru Friday

Our Central Florida office is located at:

1580 Utica Trail
Lake Mary, Florida 32746
Phone: 321-926-3921
FAX: 321-926-3938
Mobile: 407-468-8461
Office hours 8:00am – 5:00pm, Monday thru Friday

Our South Florida office is located at:

18345 NE 4th Court
North Miami Beach, Florida 33311
Phone: 772-336-8250
FAX: 772-785-9567
Mobile: 352-572-5005
Office hours 8:00am – 5:00pm, Monday thru Friday

Company Capabilities

SES routinely performs asbestos, lead based paint abatement and indoor air quality remediation activities. SES has performed all the below listed abatement activities in both occupied and non-occupied facilities.

The level of preparation activities performed by SES is similar for both occupied and non-occupied facilities. Every work area constructed by SES is constructed in the manner that would allow occupants to be present in adjacent areas. The construction of full containments insures no contamination be introduced to adjacent areas of the facility, occupied or unoccupied. SES personnel are also instructed in the interface with occupants as not to create alarm to ongoing activities and defer all communication to BBCOC authorized personnel.

The following is a list of the types of abatement/remediation SES performs and would offer to the BCCOC:

Asbestos Abatement

Removal: Asbestos containing materials are removed in their entirety by controlled methods and the hazard no longer exists in the facility. Typical type removal projects included floor tile and mastic, duct mastic, chilled water piping, roofing materials, etc. These materials are typically removed during a renovation project where new facility upgrades are being performed. All asbestos related work performed by SES is in compliance with EPA and OSHA requirements for the class of work performed.

Encasement / Encapsulation: The hazard and likelihood of disturbance of asbestos containing materials are reduced by creating a physical barrier between the asbestos material and the occupied spaces. Typically type encasement / encapsulation projects would include the installation of a suspended ceiling tile system under roof deck system with asbestos containing fireproofing. The advantage of encasement / encapsulation is the asbestos containing material is isolated without the increased cost of removal and replacement. The disadvantage of this type of abatement is that the source of asbestos still remains and will need to be maintained until removal. All asbestos related work performed by SES is in compliance with EPA and OSHA requirements for the class of work performed.

Repair: Damaged asbestos containing materials are repaired to reduce the potential exposure to the occupied spaces. A typical repair project would be performed on a boiler where the external wrap has beached allowing the asbestos fill to spill. The area would be properly decontaminated and the breach sealed to prevent release of asbestos fibers. The advantage of repair is that repair allows for a quick fix and reoccupancy of the area.

All asbestos related work performed by SES is in compliance with EPA and OSHA requirements for the class of work performed.

Lead Based Paint Abatement

Full Component Removal: Materials containing lead are removed in their entirety by controlled methods and the hazard no longer exists in the facility. Typical type removal projects include door frames, window frames, handrails, etc. These materials are typically removed during a renovation project where new facility upgrades are being performed. All Lead removal activities performed by SES are performed is in compliance with EPA and OSHA requirements as applicable to the task.

Paint Stripping / Removal: Components containing lead paint are treated with a chemical stripper and the paint physically removed from the component to remain. Typical type stripping projects include structural and historical elements. These type projects are typically performed when a lead hazard is present during renovation projects. All Lead removal activities performed by SES are performed is in compliance with EPA and OSHA requirements as applicable to the task.

Stabilization: Damaged paint is repaired to reduce the potential exposure to the occupied spaces. A typical repair project would be performed in an area where lead based paint is delaminating from the ceiling. Under controlled conditions, the bubbled paint would be removed and a stabilizer applied to reduce the delaminating. The advantage of repair is that repair allows for a quick fix and reoccupancy of area. All Lead removal activities performed by SES are performed is in compliance with EPA and OSHA requirements as applicable to the task.

Indoor Air Quality Remediation / Microbial Decontamination

Full Component Removal: Porous finishing materials such as gypsum wallboard, ceiling tile, etc. are evaluated to determine if the integrity of the finishing materials has been compromised by the water intrusion or fungal growth. If it is determined that the finishing material cannot be surface cleaned for successful remediation, the materials are removed to a distance of at least 1 foot past visible contamination. The adjacent materials and newly exposed cavities are sanitized utilizing manual wiping with a disinfectant agent. SES is a Florida Licensed General Contracting firm and can perform restoration activities if requested.

Surface Cleaning / Decontamination: Non-porous materials such as laminated furnishings, concrete walls, painted surfaces, etc. are evaluated to determine if the materials can be cleaned utilizing manual wiping and HEPA vacuum methods. When this method is found to be practical all contaminated surfaces are wet wiped in a methodic method from top to bottom and from one area to the next. Wiping cloths are utilized once per pass, folded inward, wiped again so the contaminates are not reintroduced to the surface. During surface cleaning operations, HEPA air filtration is utilized in the area to capture airborne contaminates. Following the wiping process, HEPA vacuuming of the surfaces is performed. Should components such as particle board furnishings be observed to be affected and successful cleaning not achieved, these materials are documented and disposed of with owners approval.

Indoor Air Quality Remediation / Microbial Decontamination

Air Handling Unit Decontamination: The interior of an Air Handling Unit (AHU) is performed by first disassembly of the cabinet as much as possible to allow access to the interior components. The interior of the unit is cleaned utilizing HEPA vacuuming and wet wiping methods. The coils are cleaned in place utilizing an approved coil cleaning solution and airless power spray wash. Should the removal of coils be required, the capture of refrigerant, as applicable, is performed in accordance with EPA requirements. All contaminated waste material and water is collected for proper disposal. When possible, the blower assembly of the unit is removed and the blades of the fan are cleaned with attention not to introduce water or cleaner to the electrical components. If the interior of the cabinet is insulated with fiberglass lining, the lining is coated with an EPA approved antimicrobial coating applied by manual methods. If the interior of the cabinet is unlined the metal components are coated with a water based primer and then coated with an EPA approved coating. SES is a Florida Licensed Mechanical Contractor and all work performed is in accordance with State of Florida requirements.

Duct Decontamination: SES performs duct cleaning only by manual methods. The use of manual methods insures complete coverage and cleaning of all surfaces. The cleaning of duct systems is performed methodically starting at the furthest return point, cleaned to the unit and then the supply is cleaned from the unit to the furthest supply point. This method insures limited reintroduction of contaminates into the system should the system be reactivated during the process on staged projects. Duct doors are installed at intervals to allow for manual access to all areas inside the duct. Both lined and unlined ducts are first HEPA vacuumed to remove settled contaminates followed by a wiping with biocide detergent. If required the lined ducts are coated with an EPA approved coating. If unlined metal ducts are found to be pitted or rusted following the surface cleaning, the duct is primed with a water based primer and coated with the EPA approved coating. SES is a member of NADCA and utilizes NADCA approved methods for cleaning and coating ductwork.

Waste Management

As listed above, the abatement of a hazard will be performed to a level based on the needs of that specific project. Full component removal is not always necessarily required or warranted to remove a hazard. The SES project manager and BBCOC representative will evaluate each project on a case by case basis and determine level of abatement. This allows for us to reduce waste and reconstruction cost. Any waste generated by an abatement activity is properly containerized, labeled, transported and disposed of in accordance with EPA requirements.

SES is a State of Florida incorporated business, a Florida Certified General and Mechanical Contractor and Florida Licensed Asbestos Abatement Contracting firm.

Currently SES maintains 4 Florida Asbestos Abatement Licenses, 3 Florida Mechanical Contracting Licenses, 4 Florida Mold Remediator Licenses, 1 General Contractor. 1 Builder Licenses and 1 Underground Utility License.

- Florida Asbestos Business License No. ZA336
- Florida Asbestos Abatement Contractor Licenses No. CJC056717, CJC1154163 and CJC1154188
- Florida Mechanical Contractor Licenses No. CMC1249368, CMC1249837 and CMC1249552
- Florida Mold Remediation MRSR443, MRSR 1304, MRSR 2325 and MRSR 2363
- Florida General Contractor License No. CGC1509069 and CGC 1524454
- Florida Building Contractor License No. CBC 1261029
- Florida Underground Utility and Excavation Contractor License No. CUC 1225072

As a matter of practice, SES maintains in-house multiple secondary qualifiers on all licenses required to provide stability and account for any unforeseen circumstance that may arise during this 5 year contract. We are proposing on this contract with the BCCOC as a prime contractor and not as part of a joint venture with any other firm.

We have attached our business licenses and certifications for your reference.

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

July 26, 2018

Section 6

Reference Projects

Simpson Environmental Services, Inc. (SES) is providing the following documentation of at least five (5) completed projects over the past three (3) years that required an effective reduction of airborne particulate matter and microbial organisms. These projects include typical representative projects of the following: Asbestos, Lead containing material, Mold and HVAC systems (2 Each).

Representative project reference with successful reduction in Airborne Contaminates

Asbestos Abatement

Union Park Elementary School
2018
Project Budget: $51,000.00
Project Manager: Shawn Brigham

Scope of work: Performed removal of asbestos containing flooring, caulking, duct mastic, roofing and transite panels prior to demolition by others.

Orange County Public Schools
3909 Summerlin Avenue
Orlando, FL 32806
Contact: Ms. Jennifer Fowler

CSX Headquarters
2017
Project Budget: $92,000.00
Project Manager: Shawn Brigham

Scope of work: Performed removal of asbestos containing fire proofing overspray, TSI and floor tile in an occupied high-rise facility to facilitate remodeling by others.

CSX Transportation
500 Water Street
Jacksonville, FL 32202
Contact: Mr. Chris Walker

Lead Based Paint Abatement

Anheuser Busch – O-Side Cooker
2017
Project Budget: $15,400.00
Project Manager: Shawn Brigham

Scope of work: Performed removal of lead-based paint by mechanical methods on structural steel components to allow repairs.

Anheuser Busch, Inc.
111 Busch Drive
Jacksonville, FL 32218
Contact: Mr. John Vodenicker

Anheuser Busch – Kathabar 22-300 and 22-301
2016
Project Budget: $10,800.00
Project Manager: Shawn Brigham

Scope of work: Performed removal of lead-based paint by mechanical methods on ammonia lines to allow for repairs.

Anheuser Busch, Inc.
111 Busch Drive
Jacksonville, FL 32218
Contact: Mr. John Vodenicker

Indoor Air Quality Remediation / Microbial Decontamination

Union Park Elementary School
2018
Project Budget: $21,800.00
Project Manager: Shawn Brigham

Scope of work: Performed microbial decontamination within multiple buildings under remodeling by wet wiping and HEPA vacuum methods. In addition, damaged wall board removed.

Pirlte Construction Company
5700 Griffin Road, Suite 200
Davie, FL 33314
Contact: Mr. Freddy Torres

Hyatt Hotel – Orlando International Airport
2018
Project Budget: $45,000.00
Project Manager: Shawn Brigham

Scope of work: Performed microbial remediation and full component finishing material abatement during guest room remediation project.

Greater Orlando Aviation Authority
5855 Cargo Road
Orlando, FL
Contact: Mr. Dan Carrington

Air Conveyance System Decontamination

Guardian Care Center
2018
Project Budget: $16,900.00
Project Manager: Shawn Brigham

Scope of work: Performed microbial remediation including air conveyance system cleaning in response to environmental compliance report in assisted living center.

Guardian Care Center
2500 West Church Street
Orlando, FL 32805
Contact: Mr. Bill Worrell

State Farm Administrative Services
2017
Project Budget: $4,400.00
Project Manager: Shawn Brigham

Scope of work: Performed cleaning of multiple a/c coils in air handling units on an annual basis. Work performed in a 24-hour facility.

State Farm Mutual
8001 Baymeadows Way
Jacksonville, FL 32256
Contact: Mr. Jeff Christensen

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

July 26, 2018

Section 7

Business Structure

Simpson Environmental Services, Inc. (SES) is a State of Florida incorporated business, a Florida Certified General and Mechanical Contractor and Florida Licensed Asbestos Abatement Contracting firm.

Currently SES maintains 3 Florida Asbestos Abatement Licenses, 3 Florida Mechanical Contracting Licenses, 4 Florida Mold Remediator Licenses, 1 General Contractor, 1 Builder Licenses and 1 Underground Utility License.

- Florida Asbestos Business License No. ZA336
- Florida Asbestos Abatement Contractor Licenses No. CJC056717, CJC1154163 and CJC1154188
- Florida Mechanical Contractor Licenses No. CMC1249368, CMC1249837 and CMC1249552
- Florida Mold Remediation MRSR443, MRSR 1304 MRSR 2325 and MRSR 2363
- Florida General Contractor License No. CGC1509069, CGC1524454
- Florida Building Contractor License No. CBC 1261029
- Florida Underground Utility and Excavation Contractor License No. CUC 1225072
- SES is a member in good standing of NADCA (National Air Duct Cleaners Association)

As a matter of practice, SES maintains in-house multiple secondary qualifiers on all licenses required to provide stability and account for any unforeseen circumstance that may arise during this 5 year contract. We are proposing on this contract with the BCCOC as a prime contractor and not as part of a joint venture with any other firm.

We have attached our business licenses and certifications for your reference.

State of Florida Licenses

Classification	Holder	License #	Expiration
Certified General Contractor	Wilton Simpson	CGC1509069	8/31/20
Certified General Contractor	Casey Mattox	CGC1524454	8/31/20
Asbestos Contractor	Wilton Simpson	CJC056717	11/30/18
Asbestos Contractor	Tim Yaeger	CJC1154163	11/30/18
Asbestos Contractor	Shawn Brigham	CJC1154188	11/30/18
Certified Mechanical Contractor	Tim Yaeger	CMC1249368	8/31/20
Certified Mechanical Contractor	Shawn Brigham	CMC1249837	8/31/20
Certified Mechanical Contractor	Randall LesPerance	CMC1249552	8/31/18
Certified Building Contractor	Shawn Brigham	CBC1261029	8/31/20
Certified Underground Utility	Casey Mattox	CUC1225072	8/31/20
Asbestos Business Organization	Tim Yaeger	ZA336	11/30/19
Mold Remediator	Wilton Simpson	MRSR443	07/31/20
Mold Remediator	Shawn Brigham	MRSR1304	07/31/20
Mold Remediator	Tim Yaeger	MRSR2325	07/31/20
Mold Remediator	Casey Mattox	MRSR2363	07/31/20

U S Environmental Protection Agency

US EPA Lead Paint Activities	SES	FL-116208-2	04/15/20
US EPA RRP Activities	SES	NAT*116208-1	04/15/24

State of Alabama

General Contractor	Wilton Simpson	44222	06/30/18
Asbestos Contractor	Simpson Environmental	3040341	06/16/19

State of Georgia

Asbestos Contractor	Tim Yaeger	R 091 62	07/24/20

State of South Carolina

Asbestos Contractor	Wilton Simpson	CO-00217	03/15/19

State of Louisiana

Mold Remediation Contractor	SES	250467	04/28/21
Ground Applicator	SES	00131802	12/31/18

State of Mississippi

Asbestos Contractor	SES	ABC-00004646	01/05/19

National Air Duct Cleaners Association

NADCA membership	Tim Yaeger	06/30/19

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

SIMPSON ENVIRONMENTAL SERVICES, INC.

TIM R YAEGER
21310 US HWY 98 NORTH
TRILBY FL 33593

LICENSE NUMBER: ZA336

EXPIRATION DATE: NOVEMBER 30, 2019

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIMPSON, WILTON E

SIMPSON ENVIRONMENTAL SERVICES INC
21310 HIGHWAY 98 NORTH
TRILBY FL 33593-0735

LICENSE NUMBER: CGC1509069

EXPIRATION DATE: AUGUST 31, 2020

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

SIMPSON, WILTON EARL
SIMPSON ENVIRONMENTAL SERVICES INC
P O BOX 735
TRILBY FL 33593

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CJC056717 ISSUED: 12/13/2016

ASBESTOS CONTRACTOR
SIMPSON, WILTON EARL
SIMPSON ENVIRONMENTAL SERVICES INC
(INDIVIDUAL MUST MEET ALL LOCAL
LICENSING REQUIREMENTS PRIOR
TO CONTRACTING IN ANY AREA)
IS LICENSED under the provisions of Ch.489 FS.
Expiration date : NOV 30, 2018 L1612130001669

DETACH HERE

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KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

LICENSE NUMBER	
CJC056717	

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Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2018
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REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

SIMPSON, WILTON EARL
SIMPSON ENVIRONMENTAL SERVICES INC
P O BOX 735
TRILBY FL 33593

ISSUED: 12/13/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1612130001669

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

SIMPSON, WILTON E

21310 U S HIGHWAY 98 NORTH
DADE CITY FL 33523

LICENSE NUMBER: MRSR443

EXPIRATION DATE: JULY 31, 2020

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This document certifies that
Simpson Environmental Services, Inc.
Trilby, FL USA
Is a Regular Member in good standing for the year
07/01/2018 - 06/30/2019
Member Since: 06/01/2005

1. We will serve our customers with integrity and competence.

2. We will perform our work using source removal methods, in accordance with ACR, the NA

3. We will be honest and forthright in our advertising and marketing.

4. We will provide our clients with accurate inspections and evaluations of the cleanliness and using this information to determine the type of cleaning and maintenance services required, if

5. We will provide only necessary and desired services to our clients, and will not use furnace/ unnecessary or unwanted products or services.

6. We will provide services only after completing the necessary bonding and licensing procedı

7. We will stay abreast of new developments in technology, tools of the trade, building codes, codes or information that directly affects our work.

8. We will require that all employees of our firm practice furnace/air duct cleaning in accordar Code of Ethics.

9. We will perform our services in accordance with the current published standards of the asso

The NADCA Ethics Committee shall hear and investigate charges of unethical or illegal conduct betwe recommendations to the Board of Directors concerning the resolution of those charges.

NADCA President

NADC

NADCA • 1120 Route 73 • Suite 200 • Mt. Laurel, NJ 080

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

BRIGHAM, SHAWN ELLIOT
SIMPSON ENVIRONMENTAL SERVICES INC
1580 UTICA TRAIL
LAKE MARY FL 32746

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CJC1154188 ISSUED: 08/25/2016

ASBESTOS CONTRACTOR
BRIGHAM, SHAWN ELLIOT
SIMPSON ENVIRONMENTAL SERVICES INC
(INDIVIDUAL MUST MEET ALL LOCAL
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IS LICENSED under the provisions of Ch.469 FS.
Expiration date : NOV 30, 2018 L1608250004017

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KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
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LICENSE NUMBER
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BRIGHAM, SHAWN ELLIOT
SIMPSON ENVIRONMENTAL SERVICES INC
1580 UTICA TRAIL
LAKE MARY FL 32746

ISSUED: 08/25/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608250004017

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRIGHAM, SHAWN ELLIOT

SIMPSON ENVIRONMENTAL SERVICES INC
1580 UTICA TRAIL
LAKE MARY FL 32746

LICENSE NUMBER: CMC1249837

EXPIRATION DATE: AUGUST 31, 2020

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRIGHAM, SHAWN ELLIOT

SIMPSON ENVIRONMENTAL SERVICES, INC.
21310 HIGHWAY 98 NORTH
TRILBY FL 33593

LICENSE NUMBER: CBC1261029

EXPIRATION DATE: AUGUST 31, 2020

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

BRIGHAM, SHAWN ELLIOT

1580 UTICA TRAIL
LAKE MARY FL 32746

LICENSE NUMBER: MRSR1304

EXPIRATION DATE: JULY 31, 2020

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

YAEGER, TIM ROBERT
SIMPSON ENVIRONMENTAL SERVICES INC
P O BOX 263
TRILBY FL 33593-0263

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STATE OF FLORIDA
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CJC1154163 ISSUED: 12/06/2016

ASBESTOS CONTRACTOR
YAEGER, TIM ROBERT
SIMPSON ENVIRONMENTAL SERVICES INC
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Expiration date : NOV 30, 2018 L1612060001678

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KEN LAWSON, SECRETARY

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SIMPSON ENVIRONMENTAL SERVICES INC
P O BOX 263
TRILBY FL 33593-0263

ISSUED: 12/06/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1612060001678

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

YAEGER, TIM ROBERT

SIMPSON ENVIRONMENTAL SERVICES INC
21454 HIGHWAY 98 NORTH
TRILBY FL 33593

LICENSE NUMBER: CMC1249368

EXPIRATION DATE: AUGUST 31, 2020

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

YAEGER, TIM ROBERT

P O BOX 263
TRILBY FL 33593-0263

LICENSE NUMBER: MRSR2325

EXPIRATION DATE: JULY 31, 2020

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The HVAC Inspection, Cleaning and Restoration Association

May 17, 2018

MR. TIM YAEGER
PO BOX 735
TRILBY, FL 33593-0735

Dear Tim:

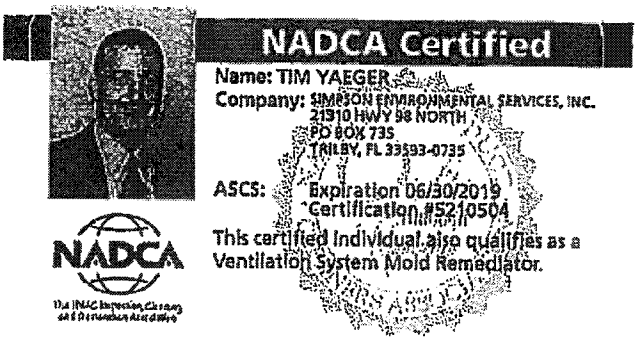
Congratulations! You have demonstrated your commitment to continual professional development by participating in NADCA's certification programs and maintaining your certification within the guidelines of the policies of the association. As a result, please accept the attached NADCA Identification Card.

The ASCS and CVI designations are collectively held by almost 2,000 industry professionals who have demonstrated the knowledge required to clean HVAC systems in accordance with NADCA's ACR Standard. Your status as a NADCA certified professional instantly secures your place among the top professionals in the industry.

This identification card shows your customers and peers that you are committed to professional development and high quality performance. Thank you for your continued support of NADCA's certification programs and again, congratulations on a job well done. I applaud your dedication to excellence and continued education.

Sincerely,

Richard A. Lantz
President
NADCA



The HVAC Inspection, Cleaning and Restoration Association

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Chesapeake, VA

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Springfield, MA

HEADQUARTERS

CHIEF STAFF EXECUTIVE
Jodi Araujo, CEM

EXECUTIVE DIRECTOR
Kristy Cohen

Dear NADCA ASCS:

Thank you for renewing your Air Systems Cleaning Specialist (ASCS) certification.

Enclosed you will find your updated certificate. We encourage you to display your ASCS certificate at your place of business and include it on your business cards and as a part of your signature on correspondence.

If you have any questions regarding NADCA certification program policies, please contact our Membership Coordinator Holly French at membership@nadca.com.

Best wishes,

Kristy L Cohen

Kristy Cohen
Executive Director
NADCA

NADCA
1120 Route 73, Suite 200, Mount Laurel, New Jersey 08054
Toll Free: 855 GO NADCA (466-2322) * Fax: 856 439 0525 * Email: info@nadca.com

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

MATTOX, CASEY FRANKLIN

PO BOX 237
SAN ANTONIO FL 33576

LICENSE NUMBER: MRSR2363

EXPIRATION DATE: JULY 31, 2020

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MATTOX, CASEY FRANKLIN

SIMPSON ENVIRONMENTAL SERVICES INC
21830 HIGHWAY 98 NORTH
TRILBY FL 33593

LICENSE NUMBER: CUC1225072

EXPIRATION DATE: AUGUST 31, 2020

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MATTOX, CASEY FRANKLIN

SIMPSON ENVIRONMENTAL SERVICES, INC.
21310 HIGHWAY 98 NORTH
TRILBY FL 33593

LICENSE NUMBER: CGC1524454

EXPIRATION DATE: AUGUST 31, 2020

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United States Environmental Protection Agency

This is to certify that

Simpson Environmental Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires April 15, 2020

LBP-116208-1
Certification #

January 12, 2017
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

LEAD-SAFE EPA CERTIFIED FIRM

Simpson Environmental Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires April 15, 2024

NAT-116208-2

Certification #

January 12, 2017

Issued On

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

LESPERANCE, RANDALL ALLEN
SIMPSON ENVIRONMENTAL SERVICES INC
P O BOX 735
TRILBY FL 33593-0735

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CMC1249552 ISSUED: 02/26/2017

CERTIFIED MECHANICAL CONTRACTOR
LESPERANCE, RANDALL ALLEN
SIMPSON ENVIRONMENTAL SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1702260002753

DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CMC1249552

The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

LESPERANCE, RANDALL ALLEN
SIMPSON ENVIRONMENTAL SERVICES INC
21310 US HWY 98 NORTH
P O BOX 735
TRILBY FL 33593-0735

ISSUED: 02/26/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1702260002753

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

REED, REBECCA LYNN

8901 VALENCIA GARDENS DR
ORLANDO FL 32825-6436

LICENSE NUMBER: MRSA755

EXPIRATION DATE: JULY 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

American Management Resources Corporation
5230 Clayton Ct., Ft. Myers, Florida 33907
Phone (239) 936-8266 Fax (239) 936-0737

Certificate of Attendance and Successful Completion

Certified Renovator Refresher - English

Per 40 CFR Part 745.225

Shawn Brigham

P.O. Box 735, Trilby, FL 33593
Certificate Number R-R-1018-15-000161

Course Date: January 15, 2015
Course Location: Orlando, FL
Examination Date: January 15, 2015
Expiration Date: January 14, 2020

Perry Bah — January 15, 2015

AMRC Training Manager / Principle Instructor — Date

EPA NAT-RV-R-1018-1-EN

American Management Resources Corporation

5230 Clayton Ct., Ft. Myers, Florida 33907
Phone (239) 936-8266 Fax (239) 936-0737

Certificate of Attendance and Successful Completion

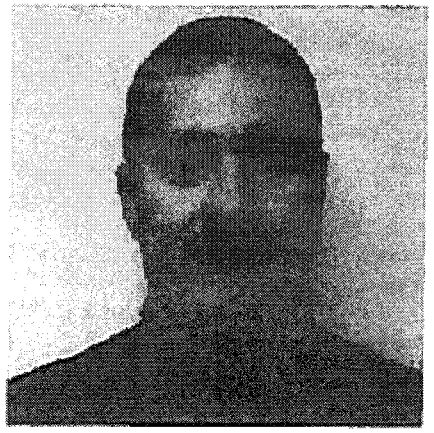
Certified Renovator Refresher - English

Per 40 CFR Part 745.225

Tim Yaeger

P.O. Box 735, Trilby, FL 33593
Certificate Number R-R-1018-15-000181

Course Date: January 15, 2015
Course Location: Orlando, FL
Examination Date: January 15, 2015
Expiration Date: January 14, 2020



Perry Bah — January 15, 2015

AMRC Training Manager / Principle Instructor — Date

EPA NAT-RV-R-1018-1-EN

UF TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Certificate of Attendance and Successful Completion

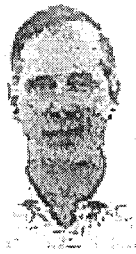
Lead Refresher: Renovation, Repair & Painting

Renovator Refresher – English

Per 40 CFR Part 745.225 (Accreditation # NAT-RV-R-839-2-EN)

Wilton Simpson

Simpson Environmental Services, Inc, P.O. Box 735, Trilby FL 33593



Certificate Number: R-R-8392-15-00022

CEUs: 0.4
3/13/2015 Course Date
3/13/2015 Examination Date
3/13/2020 Expiration Date

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

Vern Roberts Environmental Training, Inc.

13987 94th Avenue N Seminole, FL 33776

727-593-3067

Asbestos Contractor Supervisor Refresher Training

This is to Certify that

Jesse Shipley

Has completed the requisite training for asbestos accreditation under TSCA TITLE II

Date of Examination 12/30/2017

Date of Course: 12/30/2017 Expiration Date 12/30/2018

Certificate # 12301701

Course # FL49-0006321 Provider # FL49-0003810

Instructor

Certificate of Completion

This card confirms that

Jesse Shipley

has completed the

NUCA Competent Person Training Program

and received 0.8 CEUs (8 Credit Hours)

on 7/11/01

Instructor Bill Cassels

Issued by

The National Utility Contractors Association

Safety Compliance & Training, Inc. (863) 860-0158

TRENCHING & EXCAVATION TRAINED

This card certifies that:

NAME: Jesse Shipley

Has successfully fulfilled all the theoretical and practical training and evaluation listed in federal and regional regulations and hereby trained in accordance with ALL OSHA REQUIREMENTS

Training Date: November 21, 2015

State issued in: FLORIDA

Instructor: Roger Greenleaf Instructor # 205001

Signature of instructor: *Roger Greenleaf*

Certificate of Completion

Jesse Shipley
has completed requirements for

Adult First Aid/CPR

conducted by
American Red Cross

Date completed: 08/20/2016
Validity Period: 2 Years

Certificate ID: GTNGAW

American Red Cross

OSHA Occupational Safety and Health Administration

20-006032630

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Jesse Shipley

Carlos Ojeda	7/22/2017
Trainer Name	Date of Issue

TRAINING CERTIFICATION

EMPLOYEE NAME

NAME **Jesse Shipley**

Has successfully fulfilled the first 10 hour training and forms and OSHA/EPA Hazmat requirements and has demonstrated knowledge of the following topics:

Lead Awareness Training

CERTIFICATION DATES
06/17/2015-06/17/2016

INSTRUCTOR NAME
Roger Greenleaf

INSTRUCTOR SIGNATURE

EMPLOYER NAME
Crusader Contracting

Safety Compliance & Training, Inc. (863) 860-0158

PERMIT REQUIRED CONFINED SPACE TRAINED

This card certifies that:

NAME: Jesse Shipley

Has successfully fulfilled all the theoretical and practical training and evaluation listed in federal and regional regulations and hereby trained in accordance with ALL OSHA REQUIREMENTS

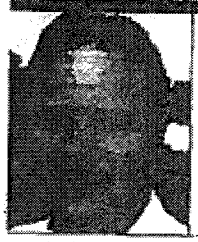
Training Date: November 21, 2015

State issued in: FLORIDA

Instructor: Roger Greenleaf Instructor # 205001

Signature of instructor: *Roger Greenleaf*

TRAINING COURSE COMPLETION CARD



Safety Unlimited, Inc.

Certifies that

JESSE SHIPLEY

Has Successfully Completed

8 Hour HAZWOPER Supervisor Refresher Training In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)(4) And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

180413569177	4/13/2018	Jules Griggs
Certificate #	Date Issued	Training Director

OSHA Occupational Safety and Health Administration

20-602000615

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

Jesse Shipley

Roger Greenleaf	2/9/2017
Trainer Name	Date of Issue

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

July 26, 2018

Section B

WMBE Subcontractor

For this contract Simpson Environmental Services, Inc. (SES) will utilize the services of a subcontractor to perform the following functions (as specified in Section 22 of the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions):

- Asbestos, lead, IAQ sampling and reporting.

SES is has selected RL Reed & Associates (RLR), a Florida Asbestos Business License # ZA 323 located at 8901 Valencia Gardens Drive,. Orlando, Florida 32825. RLR's direct contact numbers are Phone 321-303-9033, Fax 407-382-6231 and email **info@rlreedassoc.com**.

RL Reed & Associates (RLR) is a Orange County Government certified Women Business Enterprise (WBE) as a **State of Florida certified Mold Assessor**, Environmental Consulting (Non PE Related) firm.

an environmental consulting company

RLR was established to serve the environmental needs of property owners and managers, local governments and schools, consultants, commercial businesses, contractors, and insurance companies. RLR focuses on listening to your concerns and finding cost effective solutions to comply with government regulations and maximizing the value of your building assets.

With a diverse eighteen year background in environmental regulations for asbestos, lead, environmental permitting, feasibility studies, NPDES permits, Phase I Environmental Site Assessments, Microbial Assessments, and Indoor Air Quality (IAQ), RLR can help from site selection and construction, through maintenance and demolition of your property.

Services

- Asbestos - Surveys, specification preparation, abatement project monitoring, OSHA personnel monitoring, operation & management plans (O&M)
- Lead - Paint Surveys, Risk Assessments, OSHA air monitoring, TCLP sampling
- Mold – Assessments, testing, and preparation of remediation protocols

- IAQ - Indoor Air Quality assessments to determine the cause and provide solutions to indoor contaminants
- Phase I Environmental Site Assessments – Due diligence
- Environmental Permitting
- Special Projects

Experience

Greater Orlando Aviation Authority
- Provided mold assessments and testing services for over 100 projects at Orlando International Airport
- Indoor Air Quality Monitoring for Carbon Monoxide and Carbon Dioxide

Crescent Properties, LLC
- Stafford Apartments Tampa Pre-demolition asbestos survey
- Bayshore Apartments Tampa Pre-demolition asbestos survey

Town of Oakland, Florida
- Pre-renovation Asbestos, Lead and Mold survey

Daytona Beach Regency
- Performed an asbestos survey of 11 story Hotel/condo

Daytona Beach Main Street Pier and Associated properties
- Performed an asbestos survey of 11 story Hotel/condo

The following pages contain RLR's Florida State Licenses and certifications.

RL REED & ASSOCIATES, INC.

Has Been Certified As A

WOMAN BUSINESS ENTERPRISE

Approved Lines Of Business:

STATE OF FLORIDA CERTIFIED MOLD ASSESSOR, ENVIRONMENTAL CONSULTING (NON- P.E. RELATED)

This certificate is valid:
April 2018 through April 2020

Sheena Ferguson

Sheena Ferguson, Manager
April 10, 2018

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7345

Orange County Purchasing & Contracts Division, Orlando, Florida

Invitation for Bids # Y18-11091-PD Environmental Remediation Services Term Contract

July 26, 2018

Section 9

BID RESPONSE FORM
IFB #Y18-1091-PD

The Contractor shall provide all labor 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 Bid Response Form, inclusive of overhead, profit and any other costs.

Item No.	Description	Unit Cost		Estimated Annual Quantity		Total Est. Bid
1.	**Floor Tile** – All-inclusive square foot prices for the removal of asbestos floor tile and mastic. (To include but not limited to equipment, consumable items, set-up, removal of tile and mastic, clean-up, removal of barriers and disposal.)					
1.1.	1-160 sq ft	$ 0.25 /sq ft	x	10,000 sq ft	=	$ 2,500.00
1.2.	160 – 500 sq ft	$ 1.00 /sq ft	x	25,000 sq ft	=	$ 25,000.00
1.3.	500 – 1000 sq ft	$ 2.50 /sq ft	x	10,000 sq ft	=	$ 25,000.00
1.4.	1000 – 1500 sq ft	$ 1.50 /sq ft	x	10,000 sq ft	=	$ 15,000.00
1.5.	1500 – 3000 sq ft	$ 0.50 /sq ft	x	15,000 sq ft	=	$ 7,500.00
1.6.	3000 and above	$ 2.00 /sq ft	x	8,000 sq ft	=	$ 16,000.00
1.7.	Removal and Disposal of Carpets	$ 1.50 /sq ft	x	5,000 sq ft	=	$ 7,500.00
1.8.	Removal of tile from wood floors	$ 3.00 /sq ft	x	5,000 sq ft	=	$ 15,000.00
1.9.	More than one layer of tile	$ 0.05 /sq ft	x	20,000 sq ft	=	$ 1,000.00
2.	**Fire Doors**					
2.1.	All-inclusive price for removal and disposal	$ 50.00 /door	x	25 doors	=	$ 1,250.00
3.	**Class I Asbestos** – (activities involving the removal of Thermal System Insulation and surfacing Asbestos Containing Materials and Presumed/Assumed Asbestos Containing Materials.) All-inclusive price for:					
3.1.	Remediation worker	$ 36.00 /hour	x	50,000 hrs	=	$1,800,000.00
3.2.	Remediation supervisor	$ 40.00 /hour	x	10,000 hrs	=	$ 400,000.00

Simpson Environmental Services, Inc.
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

4. **Class II Asbestos** – (activities involving the removal of ACM which is not thermal system insulation or surfacing material.) This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics. All-inclusive price for:

4.1.	Remediation worker	$ 36.00/hour	x 50,000 hrs	=	$1,800,000.00
4.2.	Remediation supervisor	$ 40.00/hour	x 10,000 hrs	=	$ 400,000.00

5. **Lead Based Paint** - All-inclusive price for:

5.1.	Remediation worker	$ 36.00/hour	x 500 hrs	=	$ 18,000.00
5.2.	Remediation supervisor	$ 40.00/hour	x 100 hrs	=	$ 4,000.00

6. **Indoor Air Quality** – All-inclusive price for the proper cleaning of mold contaminated hard surfaces. (To include but not limited to equipment, consumable items, setup, clean-up, removal of barriers and disposal.) Work area size is to be within the outlined limits as noted in the EPA Mold Remediation in Schools and Commercial Buildings, Table 2, unless otherwise designated by Owner's Representative or Consultant. The Contractor shall properly dispose of all building materials waste.

6.1.	Area size 1-160 sq ft	$ 0.25/sq ft	x 5,000	=	$ 1,250.00
6.2.	Area size 160–500 sq ft	$ 0.25/sq ft	x 10,000	=	$ 2,500.00
6.3.	Area size 500–1000 sq ft	$ 0.50/sq ft	x 20,000	=	$ 10,000.00
6.4.	Area size 1000–1500 sq ft	$ 0.50/sq ft	x 30,000	=	$ 15,000.00
6.5.	Area size 1500–3000 sq ft	$ 0.50/sq ft	x 50,000	=	$ 25,000.00
6.6.	Area size 3000 sq ft and above	$ 0.50/sq ft	x 100,000	=	$ 50,000.00
6.7.	Carpet cleaning to compliment IAQ Services	$ 0.30/sq ft	x 100,000	=	$ 30,000.00

Simpson Environmental Services, Inc.
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

7. **Mold Abatement** – All-inclusive price for the removal of mold contaminated wall board/sheet rock. (To include but not limited to equipment, consumable items, set-up, removal of tile and mastic, clean-up, removal of barriers and disposal.) Work area size is to be within the outlined limits as noted in the EPA Mold Remediation in Schools and Commercial Buildings, Table 2, unless otherwise designated by Owner's Representative or Consultant. The Contractor shall properly dispose of all building materials waste.

7.1.	1-160 sq ft	$ 3.00 /sq ft	x	5,000	=	$ 15,000.00
7.2.	160 – 500 sq ft	$ 3.00 /sq ft	x	10,000	=	$ 30,000.00
7.3.	500 – 1000 sq ft	$ 0.75 /sq ft	x	15,000	=	$ 11,250.00
7.4.	1000 – 1500 sq ft	$ 0.50 /sq ft	x	20,000	=	$ 10,000.00
7.5.	1500 – 3000 sq ft	$ 0.50 /sq ft	x	30,000	=	$ 15,000.00
7.6.	3000 sq ft and above	$ 1.50 /sq ft	x	50,000	=	$ 75,000.00

8 **Coil cleaning** – All-inclusive pricing to reflect cleaning of HVAC units in accordance with NADCA General Specifications for the Cleaning of Commercial Heating, Ventilating, and Air Conditioning Systems.

8.1.	Small (Fan Coil Unit) 1 – 5 Ton	$ 500.00 /each	x	5	=	$ 2,500.00
8.2.	Small (Wall Hung) 1 – 5 Ton	$ 200.00 /each	x	5	=	$ 1,000.00
8.3.	Medium 5 – 15 Ton	$ 700.00 /each	x	5	=	$ 3,500.00
8.4.	Large 15 – 30 Ton	$ 900.00 /each	x	5	=	$ 4,500.00
8.5.	Extra Large 30 Ton and up	$ 1,100.00 /each	x	5	=	$ 5,500.00

Simpson Environmental Services, Inc.
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

9. **Duct Cleaning** - Pricing shall reflect cleaning of biologically contaminated metal HVAC ductwork. Scope includes replacement of any flexible ductwork that is unable to be cleaned. Pricing shall be based on a time and materials cost as included in "Other Environmental Remediation Services not specifically listed or shown as all-inclusive". All-inclusive price for:

9.1. Remediation worker $ 46.00 /hour x 5,000hrs = $230,000.00

9.2. Remediation supervisor $ 60.00 /hour x 1,000hrs = $ 60,000.00

10. **Unsafe Structure Abatement/Removal** - Pricing shall reflect incidents where asbestos containing material is contained within a structure but the structure has become too unsafe to abate (e.g. due to fire). Scope includes removal of all materials under WET demolition procedures for proper disposal as ACM. Pricing shall be based on a time and materials cost as included in "Other Environmental Remediation Services not specifically listed or shown as all-inclusive". All-inclusive price for:

10.1. Remediation worker $ 20.00 /hour x 500hrs = $ 10,000.00

10.2. Remediation supervisor $ 60.00 /hour x 100hrs = $ 6,000.00

10.3. Heavy Equipment Operator $ 60.00 /hour x 250hrs = $ 15,000.00

10.4. Disposal Fees $ 50.00 /ton x 500 ton = $ 25,000.00

11. **Rodent/Pest Debris Removal and Decontamination** - Pricing shall reflect activities necessary to remove rodent waste, dead animals, pest debris, etc. Scope includes removal of all associated waste materials including but not limited to blood, urine, and fecal matter, for proper disposal, disinfecting affected areas, abatement of any odors, and use of HEPPA vacuum as necessary. Pricing shall be based on a time and materials cost as included in "Other Environmental Remediation Services not specifically listed or shown as all-inclusive". All-inclusive price for:

11.1. Remediation worker $ 46.00 /hour x 150hrs = $ 6,900.00

11.2. Remediation supervisor $ 60.00 /hour x 75hrs = $ 4,500.00

Simpson Environmental Services, Inc.
Company Name

Item No.	Description	Unit Cost	Estimated Annual Quantity	Total Est. Bid

12. **Other Environmental Remediation Services not specifically listed or shown as ALL-INCLUSIVE:** Provide labor necessary to complete miscellaneous environmental remediation services using the latest technologies and procedures for the associated work, such as Bio-Hazardous or Hazardous Waste Abatement. In addition, explicit work orders shall be written for specific environmental projects. Labor costs will be reimbursed for workers directly employed by the Contractor to perform asbestos abatement, lead based paint removal, and other work at a site and shall include all overhead and profits. All-inclusive price for:

12.1.	Remediation worker	$46.00 /hour	x 350	=	$16,100.00
12.2.	Remediation supervisor	$60.00 /hour	x 100	=	$ 6,000.00

13. **Additional Materials used for projects not shown as ALL INCLUSIVE above:**
Please provide a price for each item listed below:

13.1.	Foster 40-20 (5 gallon)	$5.00 /bucket	x 1,000 buckets		$ 5,000.00
13.2.	Foster 40-80 (5 gallon)	$5.00 /bucket	x 1,000 buckets		$ 5,000.00
13.3	Rental Equipment e.g. Porta Pottys, scissor lift (**at cost**)	$1,000.00 /year		=	$ 1,000.00
13.4.	Mobilization (to and from site)	$1,000.00 /site	x 50 sites	=	$ 50,000.00

TOTAL ESTIMATED BID (Items 1 through 13) $ 5,285,250.00 x 2 years = $10,570,500.00

A COPY OF YOUR RENTAL INVOICE MUST BE SUBMITTED TO VERIFY RENTAL COST

It is the intent of this agreement that each project shall be dealt with individually and a price estimate in writing shall be agreed upon, prior to issuance of a Delivery Order, which will act as the notice to proceed. Price estimating shall include the number of workers, estimated number of hours for project completion, and itemized list of sub-contractor costs, per the contracted agreement. Subcontractor quotes shall be provided per site-specific proposals. Each project shall be treated as a Guaranteed Maximum Price and shall not exceed the estimated price without written consent from the Division representative.

Simpson Environmental Services, Inc.
Company Name

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Simpson Environmental Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P O Box 735

Requester's name and address (optional)

6 City, state, and ZIP code
Trilby, FL, 33593-0735

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
7 1 - 0 9 5 7 2 7 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person ▶ Wayne F. Reittinger Digitally signed by Wayne F. Reittinger DN: cn=Wayne F. Reittinger, o=Simpson Environmental Services, Inc., ou=CEO, email=wfr@simpsonenv.net, c=US Date: 2018.03.12 04:37:08 -04'00' | Date ▶ 3/12/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Simpson Environmental Services, Inc does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Bidder's Signature
Shawn E. Brigham

July 26, 2018
Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y18-1091-PD

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

Name Of Subcontractor	Is the SubContractor a Certified M/WBE with Orange County Government?	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted
RL Reed & Associates (RLR)	Yes	8901 Valencia Gardens Dr Orlando FL 32825	Asbestos, Lead, IAQ Sampling and Reporting	6%

Company Name: Simpson Environmental Services, Inc.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

Simpson Environmental Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Shawn E. Brigham
NAME (PRINT OR TYPE)

Vice President / Project Manager
TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y18-1091-PD

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y18-1091-PD, Environmental Remediation Services**, within the state of Florida.

NAME OF CONTRACTOR: Simpson Environmental Services, Inc.

ADDRESS OF CONTRACTOR: P O Box 735

Trilby FL 33593-0735

AUTHORIZED SIGNATURE:

Shawn E. Brigham

TITLE: Vice President / Project Manager

DATE: July 26, 2018

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Simpson Environmental Services, Inc.

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

P O Box 735

Trilby FL 33593-0735

Business Phone: (352) 583-2509

Facsimile: (352) 583-3371

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

Name of Bidder's Authorized Agent:

N/A

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

Business Phone: ( )

Facsimile: ( )_____

Part II

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

____ **YES** _X_ **NO**

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

____ **YES** _X_ **NO**

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

____ **YES** _X_ **NO**

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

_____

_____

_____

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

July 26, 2018
Date

Printed Name and Title of Person completing this form:

Shawn E. Brigham, Vice President

STATE OF Florida;
COUNTY OF Pasco;

I certify that the foregoing instrument was acknowledged before me this 26th day of July, 2018 by Shawn E. Brigham. 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 26th day of July, in the year 2018.

(Notary Seal)

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

WAYNE T. REITTINGER
Notary Public, State of Florida
My Comm. Expires Jun. 21, 2020
Commission No. FF 978217

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.

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: XX

Part I

Please complete all of the following:

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

Simpson Environmental Services, Inc.

Name and Address of Principal's Authorized Agent, if applicable: N/A

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

Part II

Expenditures:

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

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

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

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	$0.00

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.

July 26, 2018
Date

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

Printed Name and Title of Person completing this form:

Shawn E. Brigham, Vice President/Project Manager

STATE OF Florida :
COUNTY OF Pasco :

I certify that the foregoing instrument was acknowledged before me this 26th day of July, 2018 by Shawn E. Brigham. 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 26th day of July, in the year 2018.

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

(Notary Seal)

WAYNE F. REITTINGER
Notary Public, State of Florida
My Comm. Expires Jun. 21, 2020
Commission No. FF 976217

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.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) Simpson Environmental Services, Inc., Do hereby authorize (print agent's name), Shawn E. Brigham, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) Y18-1091-PD, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

July 26, 2018
Date

STATE OF Florida :
COUNTY OF Pasco :

I certify that the foregoing instrument was acknowledged before me this 26th day of July, 2018 by Shawn E. Brigham. 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 26th day of July, in the year 2018.

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

(Notary Seal)

WAYNE F. REITTINGER
Notary Public, State of Florida
My Comm. Expires Jun. 21, 2020
Commission No. FF 976217

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: Allegiant Staffing, LLC

Workers' Compensation Carrier: Florida WC JUA

A.M. Best Rating of Carrier: N/A

Inception Date of Leasing Arrangement: 12/13/16

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: Simpson Environmental Services, Inc.

Signature of Owner/Officer: _____

Title: Vice President Date: July 26, 2018

Simpson Environmental Services, Inc.
Professional Abatement Services

CJC056717

P.O. Box 735 · Trilby, FL 33593 · (352) 583-2509 · Fax (352) 583-3371
www.simpsonenv.com

December 18, 2018

Mr. David Smith
Contract Administration Coordinator
City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

RE: Remediation Services – Letter of Consent
Orange County Term Contract Y18-1091-PD
Jacksonville, Florida

Dear Mr. Smith:

This letter is to confirm, Simpson Environmental Services, Inc. is interested in extending the same terms, conditions and pricing found in our current term contract Y18-1091-PD to The City of Jacksonville.

Thank you for your interest and the opportunity to work with you. If you have any questions, please contact me at (321) 926-3938.

Sincerely,

SIMPSON ENVIRONMENTAL SERVICES, INC.

Shawn Brigham

Digitally signed by: Shawn Brigham
DN: CN = Shawn Brigham email = sbrigham@simpsonenv.com C = US O = Simpson Environmental Services
Date: 2018.12.18 09:20:30 -05'00'

Shawn E. Brigham

C:\Users\sbrig\Documents\Shared\Proposal\COJ Letter of Consent.docx

ACORD

SIMPS-2

OP ID: RA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/2019

APPROVED
By Ann Willis at 11:04 am, Jan 10, 2019

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

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

PRODUCER 904-565-1952
Brown & Brown of Florida, Inc.
Building 100, Suite 100
10151 Deerwood Park Blvd
Jacksonville, FL 32256
Josh Becksmith

CONTACT NAME: Lori Duvall
PHONE (A/C, No, Ext): 904-565-1952 FAX (A/C, No): 904-565-2440
E-MAIL ADDRESS: lduvall@bbjax.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Ins Co	17370
INSURER B: American Interstate Insur Co	31895
INSURER C: Auto Owners Insurance	18988
INSURER D: Travelers Property Casualty Co	36161
INSURER E:	
INSURER F:	

INSURED Simpson Environmental Services Inc
P.O. Box 735
Trilby, FL 33593

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blkt AI & WOS X Professional$1mil GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER	Y	Y	ECP2017244-12	02/25/2018	02/25/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Pollution	$ 1000000**
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	5163539200	02/25/2018	02/25/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			FFX2017245-12	02/25/2018	02/25/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AVWCFL2677262018	02/25/2018	02/25/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			6606335M942	07/02/2018	07/02/2019	Lsd Rtd	100,000

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

See notes

CERTIFICATE HOLDER

JACK-58

City of Jacksonville, Florida
117 W Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Jacksonville, its members, officials, officers, employees and agents are named as additional insured on a primary and non-contributory basis with respects to the General Liability, Automobile Liability and Pollution Liability when required by written contract. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Automobile Liability, Pollution Liability and Workers Compensation when required by written contract. 30 Day Notice of Cancellation provided.

APPROVED
By Ann Willis at 12:48 pm, Jan 07, 2019

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.