



PURCHASING AND CONTRACTS DIVISION  
JOHNNY M. RICHARDSON, CPPO, CFCM, Manager  
400 E. South Street, 2nd Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393  
407-836-5635 ■ Fax: 407-836-5899 ■ <http://www.ocfl.net>

**TERM CONTRACT NO.Y12-1008  
COUNTYWIDE ANIMAL CARCASS DISPOSAL AND REMOVAL**

TO: Apex Pest Control, Inc.  
2545 Diversified Way  
Orlando, Florida 32804

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. Y12-1008-ZM, COUNTYWIDE ANIMAL CARCASS DISPOSAL AND REMOVAL - 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 **June 1, 2012**, and shall remain in effect through **May 31, 2013**. The estimated contract award for this period is \$88,800.00.
- 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 Purchasing and Contracts 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 Animal Services  
Attn: Phil Browder, Fiscal Coordinator  
2769 Conroy Rd  
Orlando, FL 32839  
Phone (407) 254-9140
  - 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  
Purchasing and Contracts Division

DATE: 5/24/12

April 3, 2012

**ADDENDUM #2**

**IFB Y12-1008**

**COUNTYWIDE ANIMAL CARCASS REMOVAL AND DISPOSAL**

The above Invitation for Bids is amended as follows:

1. Per Special Terms and Conditions #17, Attachment "A", Application for Permit to Transport Animal Carcasses/Refuse, is attached hereto.

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

4/19/12  
\_\_\_\_\_  
Date Signed

Service Manager  
\_\_\_\_\_

Title  
\_\_\_\_\_

Apex Pest Control, Inc. / Joseph Rivera  
\_\_\_\_\_

Name of Bidder/Proposer  
\_\_\_\_\_

March 22, 2012

**ADDENDUM #1**

**IFB Y12-1008**

**COUNTYWIDE ANIMAL CARCASS REMOVAL AND DISPOSAL**

The above Invitation for Bids is amended as follows:

1. Cover Page CHANGE: ~~COUNTRYWIDE~~ Animal Carcass Removal and Disposal shall read COUNTYWIDE Animal Carcass Removal and Disposal.
2. All other specifications, terms and conditions remain the same

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

4/19/12  
\_\_\_\_\_  
Date Signed

Service Manager  
\_\_\_\_\_  
Title

Apex Pest Control, Inc. / Joseph Rivera  
\_\_\_\_\_  
Name of Bidder/Proposer

Issue Date: March 22, 2012

**INVITATION FOR BIDS #Y12-1008-ZM**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Orange County, Florida, is accepting sealed bids for:

**COUNTRYWIDE ANIMAL CARCASS DISPOSAL AND REMOVAL  
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), **Tuesday, April 24, 2012**, in the Purchasing and Contracts 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 Purchasing and Contracts Division at the above address. Copies may be requested by phoning (407) 836-5635 by downloading from the internet at:

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

Johnny M. Richardson, CPPO, CFCM  
Manager, Purchasing and Contracts Division

**NOTICE TO BIDDERS/OFFERORS**

To ensure that your bid/proposal 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 Zulay Millan, Senior Purchasing Agent at [Zulay.Millan@ocfl.net](mailto:Zulay.Millan@ocfl.net).

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## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal page(s) shall be completed, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Purchasing and Contracts 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, fax, or telegram 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 his or her bid reaches the Purchasing and Contracts Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

Purchasing and Contracts 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, proposal, or quotation 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 Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

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, (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 Purchasing and Contracts Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

**2. 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 Purchasing and Contracts Division Manager 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.

**3. 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 Purchasing and Contracts Division Manager, 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.

**4. NO BID**

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

**5. 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.

**6. LEGAL REQUIREMENTS**

All applicable Federal and State laws, Municipal 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.

1. 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.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

**7. 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 proposal 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.

**8. 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.

**9. 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.
- (c) The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

**10. BID TABULATION AND RESULTS**

Bid tabulations shall be available ten (10) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>

**11. 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.

**12. FLORIDA PREFERENCE**

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such a state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

**13. RECIPROCAL IN-STATE 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 a 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 shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

**14. POSTING OF RECOMMENDED AWARD AND PROTESTS**

The recommended award will be posted for review by interested parties at the Purchasing and Contracts 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.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

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/Portals/0/Resources/Internet/DEPARTMENTS/County\\_Admin/docs/CodeCH17-313.pdf](http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf)

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

**15. 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.

**16. 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.

17. **PUBLIC ENTITY CRIME**

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

**[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)**

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or 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.

18. **DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form, attached hereto, shall be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid.** Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.

19. **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".

20. **CONFLICT OF INTEREST FORM**

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

21. **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 any bid, proposal or other response to an Orange County solicitation. The Bidder to the solicitation

shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

- b. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal, or response to an Orange County solicitation. No contract award shall be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

**22. SUBMISSION OF BID**

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

**ORANGE COUNTY PURCHASING & CONTRACTS 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.

**23. 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.

**24. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bids prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

**25. VENDOR ASSISTANCE WITH SPECIFICATIONS**

Any prospective bidder which assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

**26. PAYMENT TERMS/DISCOUNTS**

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

**27. 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.

**28. 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.

**29. 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 Purchasing and Contracts 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.

**30. 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:

1. 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.
2. 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,
3. 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.

**31. 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.

**32. PRICING/AUDIT**

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

**33. 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.

**34. 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, 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.

**35. 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 Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor 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. Moreover, no claim shall be accepted after final payment of the contract.**

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

36. **VERIFICATION OF EMPLOYMENT STATUS**

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

**Only those employees determined eligible to work within the United States shall be employed under 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, contained in this solicitation.

## **SPECIAL TERMS AND CONDITIONS**

### **1. QUALIFICATION OF BIDDERS**

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

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the reference sheets on pages 32 and 33.
- B. List of equipment available to do the work.
- C. Copy of a completed Florida Department of Agriculture Application for Permit to Transport Animal Carcasses/Refuse (Attachment "A").

**NOTE: The completed application is for documentation purposes only. You are not required to file this document with the State or pay for this permit until after you are recommended for award. The awarded contractor will have 30 days to furnish an approved permit.**

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

### **2. LICENSES AND PERMITS**

Prior to furnishing the requested product(s) or service(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 this contractual service. These licenses and permits shall be readily available for review by the Purchasing and Contracts Division Manager 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, whichever is earlier. 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 his bid or provide a written extension of his bid.

### **4. AWARD**

Award shall be made on an "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible bidder.

**5. POST AWARD MEETING**

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

**6. PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be no later than twenty four (24) calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Purchasing and Contracts 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 calendar days from the beginning of such delay, notify the Purchasing and Contracts Division Manager 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 products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

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

In the event of termination by the County for any cause, the Contractor 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:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. 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) 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. **PAYMENT**

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

Orange County Animal Services  
Attn: Phil Browder, Fiscal Coordinator  
2769 Conroy Rd  
Orlando, FL 32839

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.

9. **DEBRIS**

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

10. **INSURANCE REQUIREMENTS**

Contractor shall to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

The Contractor shall require and ensure that each of its subcontractors 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 shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

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

Required Coverage:

1. **Workers' Compensation** - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 shall be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. **Commercial General Liability** - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. **Business Automobile Liability** - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

By entering into this contract, Contractor shall provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall 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.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

**Any request for an exception to these insurance requirements shall be submitted in writing to the County for approval.**

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
400 E. South Street  
Orlando, Florida 32801

#### **11. 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 twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month 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. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery 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.

**12. PRICE ESCALATION/DE-ESCALATION**

The County will allow a price escalation provision within this award.

The original bid prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be considered 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage request shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The County obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.** Price escalation requests exceeding 4% shall be subject to approval of the Purchasing and Contracts Division Manager

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed 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 and/or all options as stated herein.

**13. 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.

**14. BID PREFERENCE**

The Orange County M/WBE Ordinance sets minimum annual contract dollar participation goals for minority/women business enterprise firms as follows: Goods – 10% and Services – 24%. As part of this program, Contractors are required to complete the attached Schedule of Subcontracting Form listing **ALL** Subcontractors (majority, women and minority) their firm shall utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County M/WBE Ordinance, award of this Invitation for Bids may be made to the lowest responsive and responsible certified Minority/Women Business Enterprise Bidder as long as that bid does not exceed the percentages listed below:

**8% on bid awards up to \$100,000; 7% on bid awards from \$100,000 to \$500,000; 6% on bid awards from \$500,000.01 to \$750,000.00; 5% on bid award from \$750,000.01 to \$2,000,000; 4% on bid awards from \$2,000,000.01 to \$5,000,000; or 3% on bid awards over \$5,000,000.01.**

**15. 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.

**16. METHOD OF ORDERING**

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

**17. ATTACHMENTS**

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

A. Application for Permit to Transport Animal Carcasses/Refuse.

**18. 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 calling 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.

**19. REQUIREMENTS CONTRACT**

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

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

**20. QUESTIONS REGARDING THIS BID**

All questions or concerns regarding this Invitation for Bids shall be submitted in writing, by email to [zulay.millan@ocfl.net](mailto:zulay.millan@ocfl.net) or mailed to the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, Orlando, FL 32801, no later than 5:00 PM Wednesday, April 4, 2012 to the attention of Zulay Millan, Purchasing and Contracts Division, referencing the IFB number. When required the Purchasing and Contracts 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 of the Purchasing and Contracts 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.

## SCOPE OF WORK

### 1. Overview

The County is seeking a Contractor to provide animal carcass removal and disposal services to the Orange County Animal Services Division. The County is responsible for the removal of deceased animals (wildlife such as raccoons, ducks, opossums, deer, alligators and birds; domesticated animals such as cows, pigs, and horses; as well as dogs and cats) from public rights of way and from private and/or public property when requested to do so by citizens, law enforcement agencies, central dispatch, or property owners, hereinafter referred to as "Reporters". The Division wishes to enter into a term contract with a qualified contractor to provide this service Sunday through Saturday, excluding normal Orange County holidays.

### 2. Specifications

#### A. Location

Geographic Location Services will be provided for all of Orange County, which encompasses approximately 1,000 square miles of the Central Florida area.

#### B. Operating Hours

- 1) All work shall be performed between sunrise and sunset to ensure that the Contractor has adequate visibility to locate and remove animal carcasses and can contact reporters when locating proves difficult.

**The County reserves the right to request priority removal of an animal carcass at any time during the day if the remains present a safety or public health concern.**

#### C. Animal Carcass Classification:

- 1) Average Carcass – Shall be defined as animals under 100lbs to include raccoons, opossums, skunks, armadillos, bobcats, dogs and cats etc...
- 2) Large Animal Carcass – Shall be defined as animals over 100bs including but not limited to deer, hogs, horses, livestock etc...

#### D. Performance

- 1) Method of obtaining reports of deceased animals:

The division currently receives reports of deceased animals directly from citizens, from law enforcement agencies, and from the Orange County Government Service Center (311 Call Center). Each of these requests will be given a separate Activity Number and

processed by the Animal Services Dispatch offices or Government Action Center. The Contractor shall maintain a telephone line (with an answering service) and an email address to accept service requests from the County 24 hours a day/7 days a week. The Dispatch office shall forward the service request to the Contractor, noting the time the request was sent to the Contractor.

- 2) The Contractor shall have twenty-four (24) hours from the time of receipt of service request to perform the removal of the animal carcass.
  - a. With the exception of large animal carcasses, if more than one average carcass is within 1/10 mile of a service request, only one removal charge will be allowed.
  - b. If the Contractor responds to a service request in a timely manner (as stated above), and the carcass is no longer there, the Contractor shall make an effort to contact the reporter on the service request (either by phone or personal contact). If the reporter cannot be reached, the Contractor shall contact 407-836-3111 or (3-1-1) to report that the animal carcass could not be located. The time and method of contact shall be noted on the service request paperwork as well as the words "Could Not Locate". The Contractor shall be paid for these attempts. However, if Animal Services receives an additional service request for the same animal carcass at the same location within 24 hours and the Contractor has reported "Could Not Locate" the Contractor will return to the site to locate and remove the carcass at no additional cost to the County.
- 3) For the removal of any carcass, the Contractor shall:
  - a. Check each carcass for signs of owner identification (i.e. license/rabies tag, owner identification tag, tattoo, or an electronic animal identification device/microchip). **It shall be the responsibility of the vendor to furnish at least one hand held microchip scanner per employee/vehicle.**
  - b. Decide if suspicious death is suspected, the Contractor must notify Animal Services before removal for further instructions.
  - c. Complete service request paperwork, including any owner identification information within 48 hours and submit it to Animal Services either in person or by email.
  - d. Cover and shield from public view all carcasses being transported.

4) Storage and Disposal

- a. The Contractor shall be responsible for any holding and storage of any carcass. Said holding and storage shall be of a means designed to shield from the public any viewing of animal carcasses or dissemination of unwelcome odors.
- b. All carcasses shall be disposed of in a licensed and authorized landfill. **A receipt/ dump ticket from the landfill shall be required to accompany any invoice for carcass removal/disposal. Invoices submitted without the required dump ticket shall be rejected.**
- c. Carcasses shall be bagged in an opaque 4mil plastic bag with a leak proof seal (not necessary for large animals such as cows, deer, etc.). All barrels or other containers used for transportation and storage of carcasses or refuse shall be clearly marked "INEDIBLE" with letters not less than 2 inches in height.
- d. If a large animal requires removal, prior to approval for payment, the Contractor must have removal confirmed by Animal Services via email containing a "before" photo of the animal. Approval will be confirmed via response to the Contractor's email. A copy of the approval email shall be attached to the invoice.

5) Reporting Requirements/ Deliverables

- a. Service Request Paperwork shall be submitted within 48 hours of carcass removal.
- b. Invoices shall be submitted weekly with the attached documentation (landfill receipts/dump tickets, email back-up or photographs as required).
- c. The Contractor shall immediately notify the County of any incident resulting in damage to or loss of County property.

3. Contractor Requirements

- A. The Contractor shall provide all equipment, tools, manpower/labor and all materials necessary for each removal. Only high quality, industrial and/or commercial type tools and equipment shall be used. Orange County reserves the right to refuse the use of, or direct the discontinuance of the use of any tools, equipment, chemicals, or supplies it deems ineffective, inferior, or with safety concerns. Failure to comply with this requirement may result in a notice to cure or termination of the contract.

1) Operations and Maintenance

The Contractor shall maintain a complete set of operating instructions for each type, brand, and model of equipment, tool and item of supply used in the performance of the contract. The Contractor shall ensure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and good safety practices. All tools, equipment and supplies used by the Contractor in the performance of the contract shall meet all applicable safety requirements

All vehicles used in the transportation of carcasses or refuse on public highways shall be of such construction as to prevent seepage or residue from escaping.

2) Procedures

The Contractor shall develop and implement adequate procedures and controls to ensure that all tools, equipment and supplies remain in good, clean and operational condition at all times. The Contractor shall maintain adequate quantities of backup equipment to ensure the minimum quantities of required equipment and tools are available and in safe and proper operating condition at all times during the term of the contract.

3) Roadway Safety

- a. When it is necessary for the Contractor to perform these services on or next to a public road or right-of-way, the Contractor shall use safety cones and/or a portable or permanently mounted vehicle strobe to warn the public of potential danger and to protect its employees.
- b. All employees providing services under this contract shall be equipped with and required to use a High-Visibility Highway Safety Vest when performing services in areas where there is moving traffic.

4) Uniforms and Identification

- a. The Contractor shall ensure that all of its employees are clean, neat and appropriately attired with uniforms and appropriate shoes, with no open-toed shoes, during the performance of the services.
- b. The Contractor shall provide each employee with an identification badge that displays the Contractor's name, the employee's name and employee picture.

- c. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while conducting services for the County.

**4. Expenses**

- A. All bid rates shall include all costs, travel expenses, mileage, materials, and all other service fees for the completion of the services. With the exception of landfill fees, there shall be no allowance for reimbursement of expenses.
- B. Landfill fees shall be reimbursed at cost upon submission of dump tickets/landfill receipts. Currently, the approximate cost of each trip to the landfill is \$6.00. No more than one dump ticket per day will be reimbursed.

**BID RESPONSE FORM  
IFB # Y12-1008-ZM**

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive of overhead, profit and any other costs

| <u>ITEM NO.</u>                                | <u>DESCRIPTION</u>                       | <u>QUANTITY</u> | <u>UNIT COST</u>      | <u>TOTAL BID</u>           |
|--|--|-----------------|-----------------------|----------------------------|
| 1.   | Average Carcass                          | 2000            | x \$ <u>28.00</u> /EA | = \$ <u>56,000.00</u>      |
| 2.   | Large Carcass                            | 200             | x \$ <u>33.00</u> /EA | = \$ <u>6,600.00</u>       |
| 3.   | Attempt/ Not Found                       | 900             | x \$ <u>28.00</u> /EA | = \$ <u>25,200.00</u>      |
| 4.   | Landfill Dump<br>Fees Reimbursed at Cost | 1000            | x \$ <u>1.00</u> /EA  | = \$ <u>1,000.00</u>       |
| <b>TOTAL ESTIMATED BID (LINES 1 THROUGH 4)</b> |  |                 |                       | <b>\$ <u>88,800.00</u></b> |

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

Performance shall be not later than twenty four (24) hours After Receipt of Order (ARO) per Special Terms and Conditions #6.

Inquiries regarding this Invitation for bids may be directed to Zulay Millan, Senior Purchasing Agent, at [Zulay.millan@ocfl.net](mailto:Zulay.millan@ocfl.net)

**Bid Response Documents - The following documents constitute your bid:**

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of SubContracting, 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 signed where required.**
- B. Completed reference documentation, pages 32 and 33.
- C. List of equipment available to do the work.
- D. Copy of a completed Florida Department of Agriculture Application for Permit to Transport Animal Carcasses/Refuse (Attachment "A").

Apex Pest Control, Inc.  
\_\_\_\_\_  
Company Name

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: Apex Pest Control, Inc.

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

TIN#: 59 3559864 D-U-N-S® # 147446595

|  |  |                            |
|--|--|----------------------------|
| <u>2545</u><br>(Street No. or P.O. Box Number) | <u>Diversified Way.</u><br>(Street Name) | <u>Orlando</u><br>(City)   |
| <u>Orange</u><br>(County)                      | <u>FL</u><br>(State)                     | <u>32812</u><br>(Zip Code) |

Contact Person: Joe Rivera

Phone Number: 407-292-7770 Fax Number: 407-246-1945

E-mail Address: JoeR@apexpest.com

**EMERGENCY CONTACT**

Emergency Contact Person: Russell Barnes

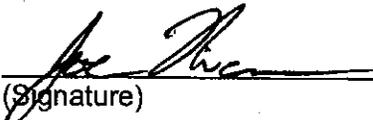
Telephone Number: 407-292-7770 Cell Phone Number: 407-947-0494

Residence Telephone Number: 407-292-7770

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Bidder represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the bidder will be duly bound:

| <u>Name</u>    | <u>Title</u>     | <u>Telephone Number/E-Mail</u>    |
|----------------|------------------|-----------------------------------|
| Joe Rivera     | Service Manager  | 407-292-7770/JoeR@apexpest.com    |
| Russell Barnes | District Manager | 407-292-7770/Russ@apexpest.com    |
| Donna Marcano  | Office Manager   | 407-292-7770/orlpest@apexpest.com |

  
\_\_\_\_\_  
(Signature)

4/19/12  
\_\_\_\_\_  
(Date)

Service Manager  
\_\_\_\_\_  
(Title)

Apex Pest Control, 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     Corporation

**State of Incorporation:** Florida

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

Federal I.D. or Social Security number is 59 3559864

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. 1, Date 3/22/12 Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. 2, Date 4/3/12 Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**REFERENCES:**

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name: City of Orlando
  - a. Description of goods or services provided: We provide pest control, wildlife trapping, rodent control and removal of animal carcasses for city properties.
  - b. Contract Amount: \$20,000 per year
  - c. Date services completed: On going service
  - d. Contact Person: Diane Wetherington  
Address: P.O Box 4990  
Orlando, Florida  
Telephone Number: 407-246-3633  
Email Address: diane.wetherington@cityoforlando.net
  
2. Owner's Name: City of Lake Mary
  - a. Description of goods or services provided: We provide pest control, wildlife trapping, rodent control and removal of animal carcasses for city properties.
  - b. Contract Amount: \$ 4,800
  - c. Date services completed: On going service
  - d. Contact Person: Lisa Starr  
Address: 911 Wallace Court  
Lake Mary, FL 32746  
Telephone Number: 407-858-1461  
Email Address: lstarr@lakemaryfl.com

3. Owner's Name: Seminole County Public Schools
- a. Description of goods or services provided: Pest control and rodent control in kitchens. Remove and dispose of carcasses.
- b. Contract Amount: \$41,000
- c. Date services completed: On going
- d. Contact Person: Darla Diab
- Address: 400 East Lake Mary Blvd.  
Sanford, Florida
- Telephone Number: 407-320-0093
- Email Address: Darla\_Diab@scps.k12.fl.us

**DRUG-FREE WORKPLACE FORM**

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Apex Pest Control, 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

4/19/12  
Date

**SCHEDULE OF SUBCONTRACTING**  
**IFB NO. Y12-1008-ZM**

As specified in Section 22 of 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 | Address | Type of Work to be Performed | Percent of Contract Amount to be Subcontracted |
|-----------------------|---------|------------------------------|--|
| N/A                   |         |                              |  |
|                       |         |                              |  |
|                       |         |                              |  |
|                       |         |                              |  |
|                       |         |                              |  |
|                       |         |                              |  |
|                       |         |                              |  |
|                       |         |                              |  |

Company Name: Apex Pest Control, Inc.

**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.

Apex Pest Control, Inc.

\_\_\_\_\_  
COMPANY NAME

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

Joseph Rivera  
\_\_\_\_\_  
NAME (PRINT OR TYPE)

Service 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.Y12-1008-ZM

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.Y12-1008-ZM, Countywide Animal Carcass Disposal And Removal** , within the state of Florida.

NAME OF CONTRACTOR: Apex Pest Control, Inc.

ADDRESS OF CONTRACTOR:

2545 Diversified Way.

Orlando, FL 32804

AUTHORIZED SIGNATURE: 

TITLE: Service Manager

DATE: 4/19/12

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

|   |   |
|---|---|
| Name (as shown on your income tax return)<br><b>Peter Eldridge</b>  |   |
| Business name, if different from above<br><b>Apex Pest Control Inc.</b>   |   |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |   |
| Address (number, street, and apt. or suite no.)<br><b>2545 Diversified Way</b>  | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>Orlando, Florida 32804</b>  |   |
| 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|  |
|--|
| Social security number                 |
| or                                     |
| Employer identification number         |
| <b>59                      3559864</b> |

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

|                  |                            |                 |
|------------------|----------------------------|-----------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ 01/01/12 |
|------------------|----------------------------|-----------------|

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

Apex Pest Control, Inc.

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

2545 Diversified Way.

Orlando, FL 32804

Business Phone: (407) 292-7770

Facsimile: (407) 246-1945

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

Name of Applicant's Authorized Agent:

N/A

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

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: ( ) \_\_\_\_\_

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

**Part II**

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

YES  NO

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

YES  NO

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

YES  NO

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

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(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

Joseph Rivera  
Signature of Bidder

4/19/12  
Date

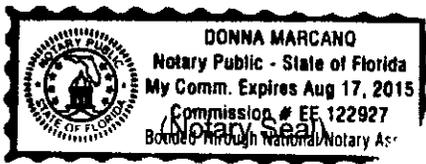
Print Name and Title of Person completing this form:

Joseph Rivera / Service Manager

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 19 day of April, 2012 by Joe Rivera. He/she is personally known to me or has produced Know to me as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 19 day of April, in the year 2012.



Donna Marcang  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: Aug 17, 2015

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.  
form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

**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:   X    
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): \_\_\_\_\_

Apex Pest Control, 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 |
|---------------------|-------------------------------------|-----------------------------------|-------------|
| N/A                 |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     |                                   |             |
|                     |                                     | <b>TOTAL EXPENDED THIS REPORT</b> | \$          |

Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Date: 4/19/12

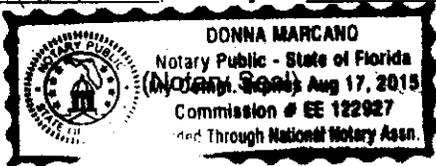
[Signature]  
Signature of  Principal or  Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: Joseph Rivera - Service Manger

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 19 day of April, 2012 by Joe Rivera. He/she is personally known to me or has produced known to me as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 12 day of April, in the year 2012.



[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: Aug-17-2015

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.



## Vehicle & Spray Equipment Inventory List

| Vehicle Types         | Quantity |
|-----------------------|----------|
| Toyota Tacomas        | 32       |
| Izuzu NPR             | 17       |
| Toyota Tundra         | 5        |
| Ford F150             | 6        |
| Chevy 3500HD          | 2        |
| GMC 2500              | 1        |
| Chevy 1500            | 3        |
| Ford Diesel           | 1        |
| Isuzu Box Trucks      | 2        |
| Toyota Camry          | 1        |
| Chevy Van             | 1        |
| John Deere Gators HPX | 4        |
| 14' Carolina Skiffs   | 2        |
| 10' John Boat w/motor | 1        |
| Bew Trailors          | 1        |
| Continental Trailer   | 1        |
| Utility Trailer       | 4        |
| Triple Crown Trailer  | 2        |

DAVID R. WOOD, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

\*\*\*ORIGINAL\*\*\*

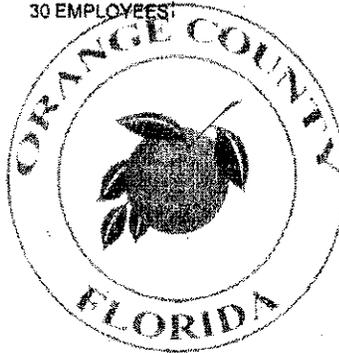
2011

EXPIRES 9/30/2012

3117-0562506

3117 PEST CONTROL

\$50.00 30 EMPLOYEES



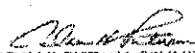
ELDRIDGE PETER PRESIDENT

|                 |          |
|-----------------|----------|
| TOTAL TAX       | \$50.00  |
| HAZARDOUS WASTE | \$50.00  |
| PREVIOUSLY PAID | \$100.00 |
| TOTAL DUE       | \$0.00   |

APEX PEST CONTROL INC  
1180 US HWY 1 - STE #105  
ROCKLEDGE FL 32955

2545 DIVERSIFIED WAY  
A - ORLANDO, 32804  
PAID \$100.00 99-521284 9/8/2011

This receipt is official when validated by the Tax Collector.

|  |          |   |
|--|----------|---|
| STATE OF FLORIDA   |          |   |
| Department of Agriculture and Consumer Services  |          |   |
| BUREAU OF ENTOMOLOGY & PEST CONTROL  |          |   |
| Date   | File No. | Expires   |
| August 9, 2011   | JB4418   | July 31, 2012   |
| THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2012 AT |          |   |
| 2545 DIVERSIFIED WAY<br>ORLANDO, FL. 32804   |          |   |
| APEX PEST CONTROL<br>1180 US HWY 1 STE 105<br>ROCKLEDGE, FL. 32955   |          | Fumigation<br>General Household Pest and<br>Rodent Control<br>Lawn and Ornamental<br>Termite and Other WDO<br>Control |
| <br>ADAM H. PUTNAM, COMMISSIONER            |          |   |



ADAM E. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Animal Industry  
Bureau of Animal Disease Control

KEEP PERMIT  
WITH VEHICLE

585.147, Florida Statutes  
5C-23, Florida Administrative Code

Contact:  
Division of Animal Industry  
Bureau of Animal Disease Control  
Mayo Building, Room 315  
407 South Calhoun Street  
Tallahassee, FL 32399-0800  
(850) 410-0900 / FAX 410-0946

**PERMIT TO TRANSPORT  
ANIMAL CARCASSES/REFUSE**

Permit Number CH-12-2182  
Expiration Date June 30, 2013

This Permit is issued under authority of Section 585.147, Florida Statutes, and Section 5C-23, Florida Administrative Code, authorizing the transportation of hauling of animal carcasses or refuse on Florida public roads or highways by:

Permit Holder Information:

Name APEX PEST CONTROL INC  
Address 2545 DIVERSIFIED WAY  
City ORLANDO State FL Zip Code 32804  
County Orange Telephone Number (407) 292-7770

Vehicle Information:

Year 2003 Make DODGE Model DAKOTA  
License Tag Number BHSB20 State FL

This permit may be revoked by the Florida Department of Agriculture and Consumer Services at any time if permittee violates section 585.147 Florida Statutes or any regulation adopted pursuant thereto.

May 21, 2012

*Thomas J. Hall*

Date of Issue

State Veterinarian



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Animal Industry  
Bureau of Animal Disease Control

**KEEP PERMIT  
WITH VEHICLE**

585.147, Florida Statutes  
5C-23, Florida Administrative Code

Contact:  
Division of Animal Industry  
Bureau of Animal Disease Control  
Mayo Building, Room 315  
407 South Calhoun Street  
Tallahassee, FL 32399-0800  
(850) 410-0900 / FAX 410-0946

**PERMIT TO TRANSPORT  
ANIMAL CARCASSES/REFUSE**

Permit Number CH-12-2184

Expiration Date June 30, 2013

This Permit is issued under authority of Section 585.147, Florida Statutes, and Section 5C-23, Florida Administrative Code, authorizing the transportation of hauling of animal carcasses or refuse on Florida public roads or highways by:

**Permit Holder Information:**

Name APEX PEST CONTROL INC  
Address 2545 DIVERSIFIED WAY  
City ORLANDO State FL Zip Code 32804  
County Orange Telephone Number (407) 292-7770

**Vehicle Information:**

Year 2010 Make FORD Model F150  
License Tag Number AXJH40 State FL

This permit may be revoked by the Florida Department of Agriculture and Consumer Services at any time if permittee violates section 585.147 Florida Statutes or any regulation adopted pursuant thereto.

May 21, 2012

*Thomas J. Holt*

Date of Issue

State Veterinarian



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Animal Industry  
Bureau of Animal Disease Control

KEEP PERMIT  
WITH VEHICLE

585.147, Florida Statutes  
5C-23, Florida Administrative Code

Contact:  
Division of Animal Industry  
Bureau of Animal Disease Control  
Mayo Building, Room 315  
407 South Calhoun Street  
Tallahassee, FL 32399-0800  
(850) 410-0900 / FAX 410-0946

**PERMIT TO TRANSPORT  
ANIMAL CARCASSES/REFUSE**

Permit Number CH-12-2183  
Expiration Date June 30, 2013

This Permit is issued under authority of Section 585.147, Florida Statutes, and Section 5C-23, Florida Administrative Code, authorizing the transportation of hauling of animal carcasses or refuse on Florida public roads or highways by:

Permit Holder Information:

Name APEX PEST CONTROL INC  
Address 2545 DIVERSIFIED WAY  
City ORLANDO State FL Zip Code 32804  
County Orange Telephone Number (407) 292-7770

Vehicle Information:

Year 2006 Make TOYOTA Model TACOMA  
License Tag Number E032AF State FL

This permit may be revoked by the Florida Department of Agriculture and Consumer Services at any time if permittee violates section 585.147 Florida Statutes or any regulation adopted pursuant thereto.

May 21, 2012

*Thomas J. Hall*

Date of Issue

State Veterinarian



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Animal Industry  
Bureau of Animal Disease Control

**APPLICATION FOR PERMIT TO  
TRANSPORT ANIMAL CARCASSES/REFUSE**

Remit fee of \$200.00 by check or money order made payable to FDACS and mail to:  
Florida Department of Agriculture and Consumer Services  
Post Office Box 6710  
Tallahassee, Florida 32314-6710

585.147, Florida Statutes  
5C-23, Florida Administrative Code

[www.freshfromflorida.com/ai](http://www.freshfromflorida.com/ai)

Note: All documents and attachments submitted with this request are subject to public review pursuant to Chapter 119, F.S.

**COMPLETE ALL ITEMS (PLEASE PRINT)**

Name Apex Pest Control, Inc.  
Address 2545 Diversified Way.  
City Orlando State FL Zip Code 32804  
Phone 407-292-7770 County Orange

Do you engage in the business of (receive payment or derive monetary or economic benefit from) transporting or hauling any dead, dying or diseased animal; any product of an animal that has died other than by slaughter; or any inedible animal product not meant for human consumption?  Yes  No

If you answered "Yes", please complete this application and return with the application fee of \$200, payable to the Florida Department of Agriculture and Consumer Services. If "No", please stop and return this form.

**Vehicle Inventory: (List all vehicles to be used to transport animal carcasses or refuse. Use a separate sheet if necessary)**

| Year | Make   | Model  | VIN #             | License Tag # | State of Registration |
|------|--------|--------|-------------------|---------------|-----------------------|
| 2003 | Dodge  | Dakota | 1D7HG32N73S124175 | BHSB20        | FLORIDA               |
| 2006 | TOYOTA | TACOMA | 5TENX22N96Z240937 | E032AF        | FLORIDA               |
| 2010 | FORD   | F150   | 1FTMF1CWOAKC20573 | AXJH40        | FLORIDA               |
|      |        |        |                   |               |                       |
|      |        |        |                   |               |                       |

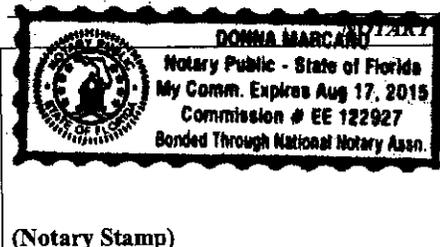
In accordance with section 585.147, Florida Statutes, application is hereby made for permit to transport or haul certain animals or animal products (carcasses/refuse) within the State of Florida, I certify that:

- (1) All vehicles used in the transportation of carcasses or refuse on public highways shall be of such construction as to prevent seepage or residue from escaping;
- (2) All barrels or other containers used for transportation and storage of carcasses or refuse shall be clearly marked "INEDIBLE" with letters not less than 2 inches in height; and
- (3) I agree to comply with the requirements of section 585.147, Florida Statutes, and all rules of the Department adopted pursuant thereto.

The information given above is true and correct to the best of my knowledge.

Signature of Owner or Agent *Joseph Rivera* Title Technical Services Director  
Please Print Name Joseph Rivera Date 04/19/12

Witness my hand and official seal, this 19 day of April, 2012.  
Donna Marciano



Org. Code: 42090201000  
EO: A2  
Object Code: 002059 Fee: \$200.00



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Animal Industry  
Bureau of Animal Disease Control

APPLICATION FOR PERMIT TO  
TRANSPORT ANIMAL CARCASSES/REFUSE

Remit fee of \$200.00 by check or  
money order made payable to  
FDACS and mail to:

Florida Department of Agriculture  
and Consumer Services  
Post Office Box 6710  
Tallahassee, Florida 32314-6710

585.147, Florida Statutes  
5C-23, Florida Administrative Code

[www.freshfromflorida.com/ai](http://www.freshfromflorida.com/ai)

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| Year | Make                         | Model | VIN # | License Tag # | State of Registration |
|------|------------------------------|-------|-------|---------------|-----------------------|
|      | Please see attached document |       |       |               |                       |
|      |                              |       |       |               |                       |
|      |                              |       |       |               |                       |
|      |                              |       |       |               |                       |
|      |                              |       |       |               |                       |

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- (3) I agree to comply with the requirements of section 585.147, Florida Statutes, and all rules of the Department adopted pursuant thereto.

The information given above is true and correct to the best of my knowledge.

Signature of Owner  
or Agent

Title Service Manager

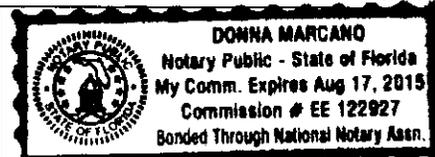
Please Print Name

Joseph Rivera

Date 04/19/12

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

NOTARY PUBLIC



(Notary Stamp)

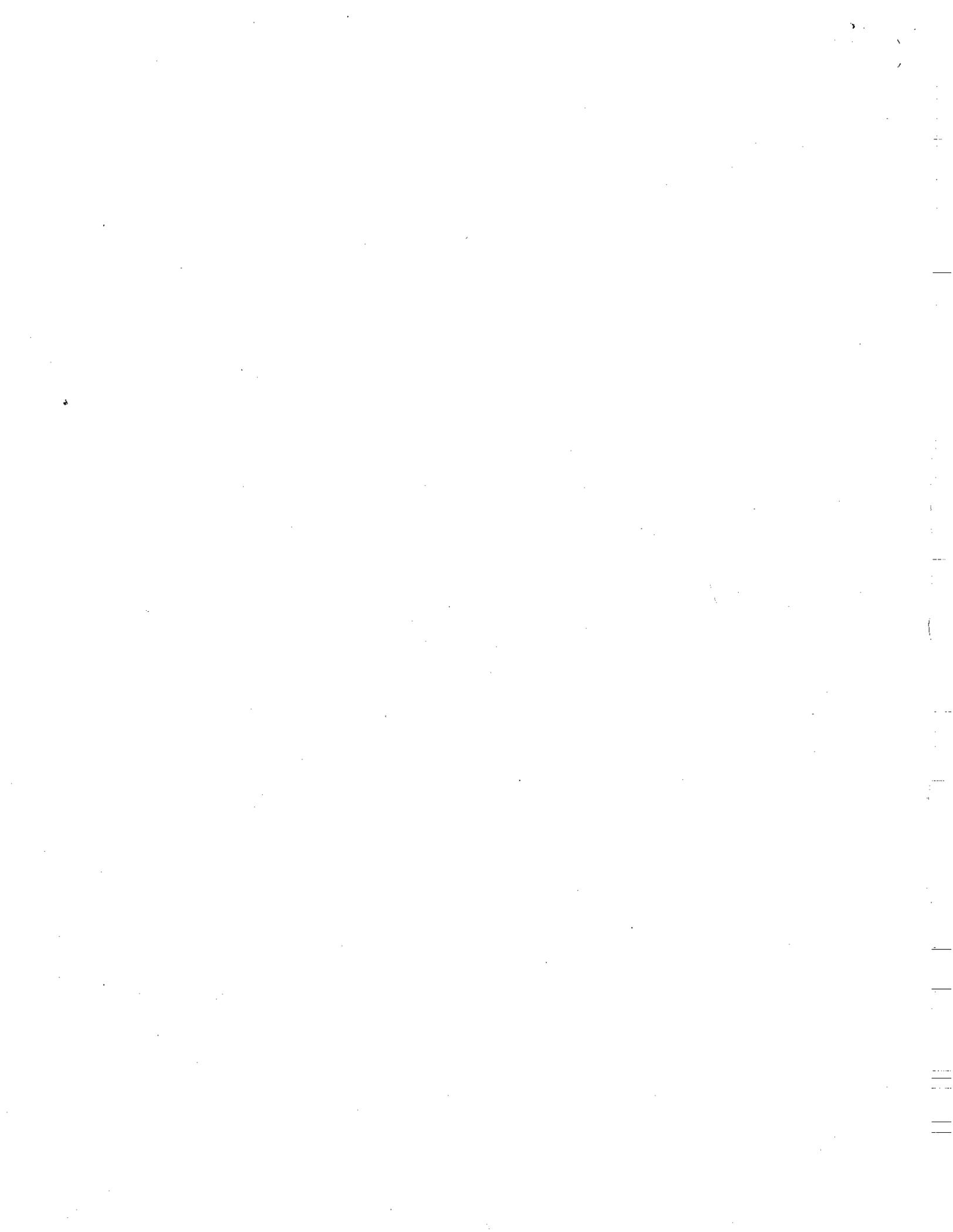
Org. Code: 42090201000  
EO: A2  
Object Code: 002059 Fee: \$200.00



Attachment for :  
Application for Permit to Transport Animal Carcasses/Refuse

Vehicle List

| Year | Make   | Model  | Vin #             | License Tag # | State of Registration |
|------|--------|--------|-------------------|---------------|-----------------------|
| 2010 | Toyota | Tacoma | 5TENX4CNXAZ738700 | 187 YWT       | Florida               |
| 2004 | Toyota | Tacoma | 5TENL42N24Z406414 | 586XSB        | Florida               |
| 2004 | Izusu  | NPR    | JALC4B14747010759 | 879LYP        | Florida               |
| 2004 | Izusu  | NPR    | JALC4B14447010377 | 878LYP        | Florida               |
| 2011 | Izusu  | NPR    | JALB4W172B7401912 | AWLF23        | Florida               |
| 2010 | Ford   | F150   | 1FTMF1CW0AKC20573 | AXJH40        | Florida               |
| 2006 | Toyota | Tacoma | 5TENX22N16Z272846 | T647NN        | Florida               |
| 2008 | Toyota | Tundra | 5TFLV52147X007567 | I57JFX        | Florida               |
| 2010 | Ford   | F150   | 1FTMF1CWXAAC25926 | AXJH24        | Florida               |
| 2004 | Toyota | Tacoma | 5TENL42N44Z438944 | 587XSB        | Florida               |
| 2006 | Toyota | Tacoma | 5TENX22N96Z207498 | U95ONE        | Florida               |
| 2006 | Toyota | Tacoma | 5TENX22N26Z220786 | 301WNW        | Florida               |
| 2006 | Toyota | Tacoma | 5TENX22N46Z267091 | V712FC        | Florida               |
| 2005 | Toyota | Tacoma | 5TENX22N05Z056484 | Q513LI        | Florida               |
| 2005 | Toyota | Tacoma | 5TENX22N66Z243410 | T907NM        | Florida               |
| 2005 | Toyota | Tacoma | 5TENX22N45Z031183 | Q236VA        | Florida               |
| 2005 | Izusu  | NPR    | JALC4B14X37002119 | 533WNV        | Florida               |
| 2006 | Toyota | Tacoma | 5TENX22N96Z240937 | E032AF        | Florida               |



AMENDMENT NO. 1

Contract No. Y12-1008-ZM, Countywide Animal Carcass Disposal and Removal

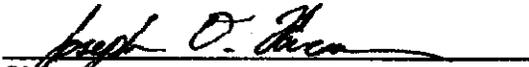
Effective Date: June 1, 2013

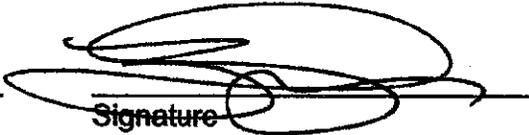
The contract is changed as follows:

- a. The subject contract is hereby renewed for the period June 1, 2013 through May 31, 2014.
- b. All other prices, terms and conditions remain unchanged.

**APEX PEST CONTROL, INC.**

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

  
Signature

  
Signature

**Joseph Rivera**  
Printed/Typed Name

**Zulay Millan, CPPB, FCCM**  
Printed/Typed Name

**Technical Services Director**  
Title

**Sr. Purchasing Agent**  
Title

**04/30/2013**  
Date

**5/1/13**  
Date



# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DIVISION

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**Period Covered:**  
12/17/13 – 05/31/14

**Contract No.:**  
412-10008-ZM  
Orange County

**Master Blanket:**  
N/A

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**Awarded Vendor:**

Apex Pest Control, Inc.  
2545 Diversified Way  
Orlando, FL 32804

Delivery: 24 Hrs. ARO  
Payment Terms: Net 30  
P-Card Accepted:  Yes  No

Attn: Joseph Rivera  
407.292.7770  
Fax 407.246.1945  
Email: [JoeR@apexpest.com](mailto:JoeR@apexpest.com)

Insurance Coverage Required: Yes  No   
Authorized for Purchases: \$50,000 Under  Over   
Extension Options: Yes  No  Years: 1, 1 year extension

**ANIMAL CARCASS REMOVAL AND DISPOSAL**

|                            |                         |
|----------------------------|-------------------------|
| Item 1 – Average Carcass   | \$28.00 each            |
| Item 2 – Large Carcass     | \$33.00 each            |
| Item 3 – Attempt/Not Found | \$28.00 each            |
| Item 4 – Landfill Dump     | Fees Reimbursed at Cost |

Department Contract Co-Ordinator: Mark Almay – 954.828.5869  
Procurement Specialist: AnnDebra Diaz, CPPB

