

---

**JAMES F. MCCANN, INC.**  
*and*  
**JAMES F. MCCANN LANDSCAPING, LLC**  
*and*  
**ORANGE COUNTY, FLORIDA**

---

**NOVATION AGREEMENT**

---

This agreement is made and entered into this 4 day of April, 2023, by and between the JAMES F. MCCANN, INC. ("Transferor"), a corporation duly organized and existing under the laws of FLORIDA with its principal office in ORLANDO; JAMES F. MCCANN LANDSCAPING, LLC ("Transferee"), a limited liability company duly organized under the laws of FLORIDA with its principal office in ORLANDO; and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"). The transfer discussed herein became effective December 30, 2021.

**WITNESSETH:**

WHEREAS, the County has entered into certain contracts with the Transferor, namely James F. McCann of James F. McCann, Inc., under contract number Y22-102; and

WHEREAS, the term "Contracts," as used in this agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the County and the Transferor before the effective date of this agreement, and includes all modifications made under the terms and conditions of these contracts and purchase orders between the County and the Transferee, on or after the effective date of this agreement; and

WHEREAS, as of December 30, 2021, the Transferor has transferred to the Transferee all assets of the Transferor by virtue of an asset purchase; and

WHEREAS, Transferee has acquired all the assets of the Transferor by virtue of the above transfer; and

WHEREAS, Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer; and

WHEREAS, by execution of this Novation Agreement, Transferee agrees that it shall fully perform and hereunder be liable for all obligations that may exist under the contracts.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each Contract in accordance with its terms and conditions. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee were the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the Transferee had taken the action.

4. The County recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee, by this agreement, becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts. Following the effective date of this agreement, the term "Contractor" or "Vendor," as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.

6. All payments previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contracts. All payments made by the County after the date of this agreement in the name of the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the County's obligations under the Contracts to the extent of the amounts paid.

7. Neither the Transferor nor Transferee shall pledge the County's credit or make it a guarantor of payment or surety for any contracts, debt, obligation, judgment, lien, or any form of indebtedness. Transferor and Transferee further warrant and represent that they have no obligations or indebtednesses that would impair their ability to fulfill the terms of this agreement.

8. The Transferor and the Transferee agree that the County is not obligated to pay either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this agreement,

other than those that the County in the absence of this transfer or this agreement would have been obligated to pay or reimburse under the terms of the Contracts.

9. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee –

a. Assumes under this agreement; or

b. May undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

10. The Contracts shall remain in full force and effect, except as modified by this agreement. Each party has executed this agreement as of the day and year first above written.

**ORANGE COUNTY, FLORIDA**

By: Lari Mathis

Title: Procurement Manager

Date: 8.4.2023

**JAMES F. MCCANN, INC.**

By: [Signature]

Title: President

Date: 4-4-23

**JAMES F. MCCANN LANDSCAPING, LLC**

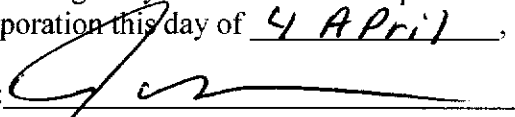
By: [Signature]

Title: Manager

Date: 4-4-23

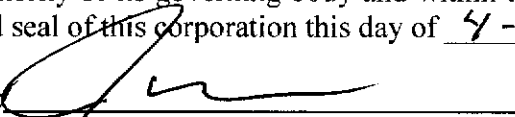
**CERTIFICATE**

I, James F. McCann, certify that I am the President of James F. McCann, Inc., that James F. McCann, who signed this agreement for this corporation, was then President of this corporation; and that this agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and seal of this corporation this day of 4 April, 2023.

By:   
**Corporate Seal)**

**CERTIFICATE**

I, James F. McCann, certify that I am the Manager of James F. McCann Landscaping, LLC, that James F. McCann, who signed this agreement for this corporation, was then Manager of this corporation; and that this agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and seal of this corporation this day of 4 - April, 2023.

By:   
**(Corporate Seal)**

## ESTOPPEL CERTIFICATE

To: JAMES F. MCCANN LANDSCAPING, LLC, its successors and/or assigns

Re: Contract Name(s): Y22-102  
Contract Date(s): 3/1/2022 – 2/28/2025  
Between: JAMES F. MCCANN, INC.  
and  
Orange County, Florida

To Whom It May Concern:

The undersigned, JAMES F. MCCANN, INC., a corporation duly organized and existing under the laws of FLORIDA ("Transferor"), has or is about to transfer all of its assets to JAMES F. MCCANN LANDSCAPING, LLC, a limited liability company duly organized and existing under the laws of FLORIDA ("Transferee"). Orange County, Florida ("County") has entered into certain contracts with the Transferor, namely JAMES F. MCCANN, INC., under contract number Y22-102. The term "Contracts," as used in this certificate, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications made between the County and the Transferor before April 4, 2023. The County has requested that the Transferor deliver this Estoppel Certificate to the Transferee. The Transferor, as a party to the Contracts, hereby certifies to the Transferee, its successors, and assigns, as of the date hereof as follows:

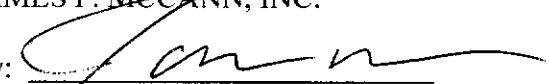
1. The Contracts are in full force and effect (or the Contracts have expired). The Contracts have not been amended, modified or supplemented.
2. The amount the County or Transferor has paid or is currently paying under the Contracts is \$2,988,620.00.
3. The commencement date of the Contracts was March 1, 2022, and the Contracts terminate on February 28, 2025. The County has the following renewal or extension options (if none, state none): None
4. *No default on the part of Transferor or County exists under the Contracts. No event that with the giving of notice or the passage of time, or both, that would constitute a default by Transferor or County under the Contracts has occurred. The County has no offset, defense, deduction or claim against Transferor.*
5. The County has not assigned, sublet or transferred its interest in the Contracts, or any part thereof.
6. No bankruptcy or insolvency proceedings are pending by or against the County.

7. There is no outstanding material dispute of any nature between the County and the Transferor with respect to the Contracts.

The statements contained herein may be relied upon by Transferee and Transferee's assigns. The undersigned person hereby certifies that he or she is duly authorized to execute and deliver this Estoppel Certificate on behalf of Transferor.

DATED this 6<sup>th</sup> day of April, 2023

TRANSFEROR  
JAMES F. MCCANN, INC.

By: 

Name: James F. McCann

Title: President

S:\CHawkins\MISC\Estoppel Sample.rtf (08/19/05)

**AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF ORANGE

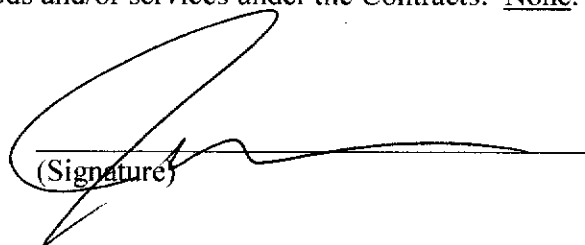
BEFORE ME, the undersigned authority, personally appeared James F. McCann who upon being sworn deposed and stated as follows:

1. My name is James F. McCann and I am employed by James F. McCann, Inc. ("Transferor") in the position of President. I have signed this affidavit for the Transferor and certify that this affidavit was duly signed for and on behalf of the Transferor by authority of its governing body and within the scope of its corporate powers. I have personal knowledge of the matters stated in this affidavit. I am above the age of 18 years.

2. The Transferor has entered into subcontracts with subcontractors and/or suppliers under the "Contracts," as this term is used in the Novation Agreement entered into on \_\_\_\_\_, 2023, by and between the Transferor, James F. McCann Landscaping, LLC, and Orange County, Florida.

3. Among said subcontractors and/or suppliers, the following one(s) have either not been paid or have been partially paid for their goods and/or services under the Contracts: None.

FURTHER AFFIANT SAYETH NOT.

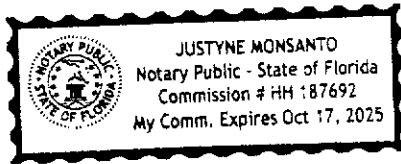
  
(Signature)

James F. McCann  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me this 4 day of April, 2023 by James F. McCann, who is  personally known to me or  produced \_\_\_\_\_ as identification:

(NOTARY SEAL)



Justyne Monsanto  
Notary Public Signature

Justyne Monsanto

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No.: HH187692

My Commission Expires: Oct 17, 2025





**CONTRACT NO. Y22-102**  
**MEDIAN TREE PROGRAM**

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

1. 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 deliver.
  - 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 or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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


Orange County Public Works Fiscal and Operational Support Division  
Attn: Patricia Davis  
4200 South John Young Parkway  
Orlando, FL 32839

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

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y22-102-MV, MEDIAN TREE PROGRAM - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion  
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

James F McCann Inc  
(COMPANY NAME)

BY:  (Authorized Signatory)

James F McCann (Name)

President (Title)

DATE: 11/15/2021

NOTICES: Po Box 560092 (Address)

\_\_\_\_\_ (Address)

Orlando, FL 32856 (City, State Zip)

407 492 6634 (Phone)

Jfmccanning@gmail.com (Email)

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

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

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

6. Counterpart (2):  
Orange County's Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y22-102-MV, MEDIAN TREE PROGRAM - Term Contract.**
  - B. This contract is effective **MARCH 1, 2022**, and shall remain in effect through **FEBRUARY 28, 2025.**
  - C. The estimated contract award for the initial term of the contract is **\$2,988,620**
  - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
  - E. This contract may be renewed as provided in the Invitation for Bids.
  - F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
  - G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**ORANGE COUNTY, FLORIDA**

BY:



Carrie Mathes, Manager  
Procurement Division

DATE:

2/24/2022

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

**BID RESPONSE FORM  
IFB #Y22-102-MV**

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

<b>ROADWAY MEDIAN TREE PAY ITEMS</b>								
<b>Table 1 (Purchase and Installation of Trees, Palms and Sod)</b>								
<b>ITEM NO.</b>	<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>X</b>	<b>UNIT PRICE</b>	<b>=</b>	<b>TOTAL ESTIMATED BID</b>
1	101-1	MOBILIZATION	32	MILE	X	\$ 1,200.00	=	\$ 38,400.00
2	102-1	MAINTENANCE OF TRAFFIC	15	MILE	X	\$ 2,600.00	=	\$ 39,000.00
3	570-1	PERFORMANCE TURF	140,000	SY	X	\$ 4.25	=	\$ 595,000.00
4	580-1-1	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14'-16' H	50	EA	X	\$ 285.00	=	\$ 14,250.00
5	580-1-1A	LANDSCAPE INSTALLATION	50	EA	X	\$ 200	=	\$ 10,000.00
6	580-1-2	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H	50	EA	X	\$ 275.00	=	\$ 13,750.00
7	580-1-2A	LANDSCAPE INSTALLATION	50	EA	X	\$ 192.00	=	\$ 9,600.00

James F. McCann Inc

**COMPANY NAME**

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
8	580-1-3	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H	70	EA	X	\$ 275.00	=	\$ 19,250.00
9	580-1-3A	LANDSCAPE INSTALLATION	70	EA	X	\$ 220.00	=	\$ 15,400.00
10	580-1-4	JUNIPERUS CHINESIS "TORULOSA" (JC) 8' H	260	EA	X	\$ 125.00	=	\$ 32,500.00
11	580-1-4A	LANDSCAPE INSTALLATION	260	EA	X	\$ 85.00	=	\$ 22,100.00
12	580-1-5	JUNIPERUS CHINESIS "SPARTAN" (JS) 6' H	100	EA	X	\$ 150.00	=	\$ 15,000.00
13	580-1-5A	LANDSCAPE INSTALLATION	100	EA	X	\$ 95.00	=	\$ 9,500.00
14	580-1-6	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14'-16' H	75	EA	X	\$ 225.00	=	\$ 16,875.00
15	580-1-6A	LANDSCAPE INSTALLATION	75	EA	X	\$ 206.00	=	\$ 15,450.00
16	580-1-7	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14'-16' H	75	EA	X	\$ 255.00	=	\$ 19,125.00
17	580-1-7A	LANDSCAPE INSTALLATION	75	EA	X	\$ 230.00	=	\$ 17,250.00

James F. McCann Inc

COMPANY NAME



ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
18	580-1-8	QUERCUS VIRGINIANA "HIGHRISE" (QH) 3"-4" CAL/12'-16' H	20	EA	X	\$ 275.00	=	\$ 5,500.00
19	580-1-8A	LANDSCAPE INSTALLATION	20	EA	X	\$ 230.00	=	\$ 4,600.00
20	580-1-9	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 1.5 -2.5" CAL	200	EA	X	\$ 175.00	=	\$ 35,000.00
21	580-1-9A	LANDSCAPE INSTALLATION	200	EA	X	\$ 170.00	=	\$ 34,000.00
22	580-1-10	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LJ) SINGLE 2.5"-3.5" CAL	1000	EA	X	\$ 225.00	=	\$ 225,000.00
23	580-1-10A	LANDSCAPE INSTALLATION	1000	EA	X	\$ 210.00	=	\$ 210,000.00
24	580-1-11	ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY) (JB) 2.5"-3.5" CAL	200	EA	X	\$ 125.00	=	\$ 25,000.00
25	580-1-11A	LANDSCAPE INSTALLATION	200	EA	X	\$ 110.00	=	\$ 22,000.00
26	580-1-12	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 4"-5" CAL / 7'-8' H	300	EA	X	\$ 200.00	=	\$ 60,000.00

James F. McCann Inc

COMPANY NAME

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
27	580-1-12A	LANDSCAPE INSTALLATION	300	EA	X	\$ 175.00	=	\$ 52,500.00
28	580-1-13	TAXODIUM DISTICHUM "BALD CYPRESS" (BD) 12'-15' HT./ 2"-4" CAL.	50	EA	X	\$ 125.00	=	\$ 6,250.00
29	580-1-13A	LANDSCAPE INSTALLATION	50	EA	X	\$ 100.00	=	\$ 5,000.00
30	580-2-1	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 10'-14'	50	EA	X	\$ 245.00	=	\$ 12,250.00
31	580-2-1A	LANDSCAPE INSTALLATION	50	EA	X	\$ 215.00	=	\$ 10,750.00
32	580-2-2	PHOENIX ROEBELENI (PR) "PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES	600	EA	X	\$ 100.00	=	\$ 60,000.00
33	580-2-2A	LANDSCAPE INSTALLATION	600	EA	X	\$ 75.00	=	\$ 45,000.00
34	580-2-3	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' to 8' HT., STRAIGHT TRUNKS	200	EA	X	\$ 500.00	=	\$ 100,000.00
35	580-2-3A	LANDSCAPE INSTALLATION	200	EA	X	\$ 400.00	=	\$ 80,000.00
<b>TOTAL ESTIMATED BID FOR TABLE 1 (LINES 1 THROUGH 35)</b>							=	<b>\$ 1,895,300.00</b>

James F. McCann Inc

**COMPANY NAME**

## ROADWAY MEDIAN TREE PAY ITEMS

### Table 2 (Maintenance is 24 months)

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
36	102-1	MAINTENANCE OF TRAFFIC	15	MILE	X	\$ 500.00	=	\$ 7,500.00
37	570-2	TURF ESTABLISHMENT, MOWING AND MULCH	15	ACRE	X	\$ 7500.00	=	\$ 112,500.00
38	580-1-1B	ACER RUBRUM "RED MAPLE" (RM) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ 8.50	=	\$ 10,200.00
39	580-1-2B	ILEX X ATTENUATA (HOLLY) (IA) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ 8.50	=	\$ 10,200.00
40	580-1-3B	MAGNOLIA GRANDIFLORA "SOUTHERN MAGNOLIA" (MG) LANDSCAPE ESTABLISHMENT	70	24 (MONTHS)	X	\$ 8.50	=	\$ 14,280.00
41	580-1-4B	JUNIPERUS CHINESIS "TORULOSA" (JC) LANDSCAPE ESTABLISHMENT	260	24 (MONTHS)	X	\$ 8.50	=	\$ 53,040.00
42	580-1-5B	JUNIPERUS CHINESIS "SPARTAN" (JS) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ 8.50	=	\$ 20,400.00
43	580-1-6B	QUERCUS SHUMARDII "SHUMARD" (QS) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ 8.50	=	\$ 20,400.00
44	580-1-7B	QUERCUS VIRGINIANA "CATHEDRAL" (QV) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ 8.50	=	\$ 20,400.00

**NOTE: TOTAL ESTIMATED BID = ESTIMATED QUANTITY X 24 MONTHS X UNIT PRICE**

James F. McCann Inc

**COMPANY NAME**



ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
45	580-1-8B	QUERCUS VIRGINIANA "HIGHRISE" (QH) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ 8.50	=	\$ 20,400.00
46	580-1-9B	CHIONANTHUS VIRGINICUS" "FRINGE TREE" (CV) LANDSCAPE ESTABLISHMENT	1000	24 (MONTHS)	X	\$ 8.50	=	\$ 204,000.00
47	580-1-10B	LAGERSTROEMIA INDICA "CRAPE MYRTLE-WHITE" (LI) LANDSCAPE ESTABLISHMENT	1000	24 (MONTHS)	X	\$ 8.50	=	\$ 204,000.00
48	580-1-11B	ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY) (JB) LANDSCAPE ESTABLISHMENT	500	24 (MONTHS)	X	\$ 8.50	=	\$ 102,000.00
49	580-1-12B	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ 8.50	=	\$ 10,200.00
50	580-1-13B	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ 8.50	=	\$ 10,200.00
51	580-2-1B	SABAL PALMETTO (SP) "CABBAGE PALM" LANDSCAPE ESTABLISHMENT	1000	24 (MONTHS)	X	\$ 8.50	=	\$ 204,000.00
52	580-2-2B	PHOENIX ROEBELENI (PR) "PYGMY" LANDSCAPE ESTABLISHMENT	200	24 (MONTHS)	X	\$ 8.50	=	\$ 40,800.00
53	580-2-3B	PHOENIX SYLVESTRIS (PS) "SYLVESTER" LANDSCAPE ESTABLISHMENT	120	24 (MONTHS)	X	\$ 10.00	=	\$ 28,800.00
<b>TOTAL ESTIMATED BID FOR TABLE 2 (LINES 36 THROUGH 53)</b>							=	<b>\$ 1,093,320.00</b>

**NOTE: TOTAL ESTIMATED BID = ESTIMATED QUANTITY X 24 MONTHS X UNIT PRICE**

James F. McCann Inc  
**COMPANY NAME**

<b>TOTAL ESTIMATED BID FOR TABLE 1 (LINES 1 THROUGH 35)</b>	=	\$ <u>1,895,300.00</u>
<b>TOTAL ESTIMATED BID FOR TABLE 2 (LINES 36 THROUGH 53)</b>	=	\$ <u>1,093,320.00</u>
<b>TOTAL ESTIMATED BID (LINES 1 THROUGH 53)</b>	=	\$ <u>2,988,620.00</u>

\_\_\_\_\_ James F. McCann Inc. \_\_\_\_\_

**COMPANY NAME**

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

Performance shall be not later than fourteen (14) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.  
 Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net)

**BID RESPONSE FORM - CONTINUED**  
**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: James F McCann Inc

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

TIN#: 59-3469890 D-U-N-S® # 015831279

PO Box 560092 Orlando  
(Street No. or P.O. Box Number) (Street Name) (City)

Orange FL 32856  
(County) (State) (Zip Code)

Contact Person: James McCann

Phone Number: 407 492 6634 Fax Number: 407-359-7394

Email Address: Jfmccanninc@gmail.com

EMERGENCY CONTACT

Emergency Contact Person: Steven McCann

Telephone Number: 407-810-3529 Cell Phone Number: 407-810-3529

Residence Telephone Number: 407-359-7394 Email: SMCCANN11008@gmail.com

**ACKNOWLEDGEMENT OF ADDENDA**

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


Addendum No. 1, Date 11/4/21 Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_



**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name	Title	Telephone Number/Email
James F McEann	President	407492-6634 Jfmccanninc@gmail.com
Steven McEann	Vice President	407-810-3529 smccann08@gmail.com
		11/15/2021
(Signature)		(Date)
President		
(Title)		
James F McEann 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

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

Federal I.D. number is: 59-3469890

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

November 4, 2021  
BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
INVITATION FOR BID (IFB) Y22-102-MV; ADDENDUM #1  
MEDIAN TREE PROGRAM

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

**A. CHANGES**


- a. **PAGES 68 THROUGH 74, BID RESPONSE FORM is deleted in its entirety and replaced with PAGES 68A THROUGH 74A, BID RESPONSE FORM.**

**B. QUESTIONS AND ANSWERS**

- a. **Question** - On pages 72 and 73 Table 2 the time period described is for 24 month maintenance period, however the column for the total is titled "Total Estimated Annual Bid". Should we disregard the word Annual and bid total for 24 months.  
**Answer** - Yes, it will be for 24 months. **See A. CHANGES, letter a, in this Addendum 1. The Bid Response Form has been replaced.**
- b. **Question** - On item # 37 Turf establishment, mowing and mulch. It does not say 24 months should we include a price to mow 15 acres for 24 months?  
**Answer** - Item 37 is for 15 acres priced per acre. This total will cover the 24 months needed.

**C. ACKNOWLEDGEMENT OF ADDENDA**

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b. All other terms and conditions of the IFB remain the same.
- c. Receipt acknowledge by:

  
\_\_\_\_\_  
Authorized Signature

11/15/2021  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title

James F Mc Cann Inc  
\_\_\_\_\_  
Name of Firm

**November 4, 2021**  
**BOARD OF COUNTY COMMISSIONERS**  
**ORANGE COUNTY, FLORIDA**  
**INVITATION FOR BID (IFB) Y22-102-MV; ADDENDUM #1**  
**MEDIAN TREE PROGRAM**

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

**A. CHANGES**

- a. PAGES 68 THROUGH 74, BID RESPONSE FORM is deleted in its entirety and replaced with PAGES 68A THROUGH 74A, BID RESPONSE FORM.**

**B. QUESTIONS AND ANSWERS**

- a. Question -** On pages 72 and 73 Table 2 the time period described is for 24 month maintenance period, however the column for the total is titled “Total Estimated Annual Bid”. Should we disregard the word Annual and bid total for 24 months.  
**Answer -** Yes, it will be for 24 months. **See A. CHANGES, letter a, in this Addendum 1. The Bid Response Form has been replaced.**
  
- b. Question -** On item # 37 Turf establishment, mowing and mulch. It does not say 24 months should we include a price to mow 15 acres for 24 months?  
**Answer -** Item 37 is for 15 acres priced per acre. This total will cover the 24 months needed.

**C. ACKNOWLEDGEMENT OF ADDENDA**

- a.** The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b.** All other terms and conditions of the IFB remain the same.
- c.** Receipt acknowledge by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**BID RESPONSE FORM  
IFB #Y22-102-MV**

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

<b>ROADWAY MEDIAN TREE PAY ITEMS</b>								
<b>Table 1 (Purchase and Installation of Trees, Palms and Sod)</b>								
<b>ITEM NO.</b>	<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>X</b>	<b>UNIT PRICE</b>	<b>=</b>	<b>TOTAL ESTIMATED BID</b>
1	101-1	MOBILIZATION	32	MILE	X	\$ _____	=	\$ _____
2	102-1	MAINTENANCE OF TRAFFIC	15	MILE	X	\$ _____	=	\$ _____
3	570-1	PERFORMANCE TURF	140,000	SY	X	\$ _____	=	\$ _____
4	580-1-1	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14'-16' H	50	EA	X	\$ _____	=	\$ _____
5	580-1-1A	LANDSCAPE INSTALLATION	50	EA	X	\$ _____	=	\$ _____
6	580-1-2	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H	50	EA	X	\$ _____	=	\$ _____
7	580-1-2A	LANDSCAPE INSTALLATION	50	EA	X	\$ _____	=	\$ _____

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

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
8	580-1-3	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H	70	EA	X	\$ _____	=	\$ _____
9	580-1-3A	LANDSCAPE INSTALLATION	70	EA	X	\$ _____	=	\$ _____
10	580-1-4	JUNIPERUS CHINESIS "TORULOSA" (JC) 8' H	260	EA	X	\$ _____	=	\$ _____
11	580-1-4A	LANDSCAPE INSTALLATION	260	EA	X	\$ _____	=	\$ _____
12	580-1-5	JUNIPERUS CHINESIS "SPARTAN" (JS) 6' H	100	EA	X	\$ _____	=	\$ _____
13	580-1-5A	LANDSCAPE INSTALLATION	100	EA	X	\$ _____	=	\$ _____
14	580-1-6	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14'-16' H	75	EA	X	\$ _____	=	\$ _____
15	580-1-6A	LANDSCAPE INSTALLATION	75	EA	X	\$ _____	=	\$ _____
16	580-1-7	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14'-16' H	75	EA	X	\$ _____	=	\$ _____
17	580-1-7A	LANDSCAPE INSTALLATION	75	EA	X	\$ _____	=	\$ _____

---

COMPANY NAME



ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
18	580-1-8	QUERCUS VIRGINIANA "HIGHRISE" (QH) 3"-4" CAL/12'-16' H	20	EA	X	\$ _____	=	\$ _____
19	580-1-8A	LANDSCAPE INSTALLATION	20	EA	X	\$ _____	=	\$ _____
20	580-1-9	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 1.5 -2.5" CAL	200	EA	X	\$ _____	=	\$ _____
21	580-1-9A	LANDSCAPE INSTALLATION	200	EA	X	\$ _____	=	\$ _____
22	580-1-10	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 2.5"-3.5" CAL	1000	EA	X	\$ _____	=	\$ _____
23	580-1-10A	LANDSCAPE INSTALLATION	1000	EA	X	\$ _____	=	\$ _____
24	580-1-11	ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY) (JB) 2.5"-3.5" CAL	200	EA	X	\$ _____	=	\$ _____
25	580-1-11A	LANDSCAPE INSTALLATION	200	EA	X	\$ _____	=	\$ _____
26	580-1-12	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 4"-5" CAL / 7'-8' H	300	EA	X	\$ _____	=	\$ _____

---

**COMPANY NAME**

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
27	580-1-12A	LANDSCAPE INSTALLATION	300	EA	X	\$ _____	=	\$ _____
28	580-1-13	TAXODIUM DISTICHUM "BALD CYPRESS" (BD) 12'-15' HT./ 2"-4" CAL.	50	EA	X	\$ _____	=	\$ _____
29	580-1-13A	LANDSCAPE INSTALLATION	50	EA	X	\$ _____	=	\$ _____
30	580-2-1	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 10'-14'	50	EA	X	\$ _____	=	\$ _____
31	580-2-1A	LANDSCAPE INSTALLATION	50	EA	X	\$ _____	=	\$ _____
32	580-2-2	PHOENIX ROEBELENI (PR) "PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES	600	EA	X	\$ _____	=	\$ _____
33	580-2-2A	LANDSCAPE INSTALLATION	600	EA	X	\$ _____	=	\$ _____
34	580-2-3	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' to 8' HT., STRAIGHT TRUNKS	200	EA	X	\$ _____	=	\$ _____
35	580-2-3A	LANDSCAPE INSTALLATION	200	EA	X	\$ _____	=	\$ _____
<b>TOTAL ESTIMATED BID FOR TABLE 1 (LINES 1 THROUGH 35)</b>							=	\$ _____

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

## ROADWAY MEDIAN TREE PAY ITEMS

### Table 2 (Maintenance is 24 months)

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
36	102-1	MAINTENANCE OF TRAFFIC	15	MILE	X	\$ _____	=	\$ _____
37	570-2	TURF ESTABLISHMENT, MOWING AND MULCH	15	ACRE	X	\$ _____	=	\$ _____
38	580-1-1B	ACER RUBRUM "RED MAPLE" (RM) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ _____	=	\$ _____
39	580-1-2B	ILEX X ATTENUATA (HOLLY) (IA) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ _____	=	\$ _____
40	580-1-3B	MAGNOLIA GRANDIFLORA "SOUTHERN MAGNOLIA" (MG) LANDSCAPE ESTABLISHMENT	70	24 (MONTHS)	X	\$ _____	=	\$ _____
41	580-1-4B	JUNIPERUS CHINESIS "TORULOSA" (JC) LANDSCAPE ESTABLISHMENT	260	24 (MONTHS)	X	\$ _____	=	\$ _____
42	580-1-5B	JUNIPERUS CHINESIS "SPARTAN" (JS) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ _____	=	\$ _____
43	580-1-6B	QUERCUS SHUMARDII "SHUMARD" (QS) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ _____	=	\$ _____
44	580-1-7B	QUERCUS VIRGINIANA "CATHEDRAL" (QV) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ _____	=	\$ _____

**NOTE: TOTAL ESTIMATED BID = ESTIMATED QUANTITY X 24 MONTHS X UNIT PRICE**

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

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
45	580-1-8B	QUERCUS VIRGINIANA "HIGHRISE" (QH) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$ _____	=	\$ _____
46	580-1-9B	CHIONANTHUS VIRGINICUS" "FRINGE TREE" (CV) LANDSCAPE ESTABLISHMENT	1000	24 (MONTHS)	X	\$ _____	=	\$ _____
47	580-1-10B	LAGERSTROEMIA INDICA "CRAPE MYRTLE-WHITE" (LI) LANDSCAPE STABLISHMENT	1000	24 (MONTHS)	X	\$ _____	=	\$ _____
48	580-1-11B	ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY) (JB) LANDSCAPE ESTABLISHMENT	500	24 (MONTHS)	X	\$ _____	=	\$ _____
49	580-1-12B	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ _____	=	\$ _____
50	580-1-13B	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$ _____	=	\$ _____
51	580-2-1B	SABAL PALMETTO (SP) "CABBAGE PALM" LANDSCAPE ESTABLISHMENT	1000	24 (MONTHS)	X	\$ _____	=	\$ _____
52	580-2-2B	PHOENIX ROEBELENII (PR) "PYGMY" LANDSCAPE ESTABLISHMENT	200	24 (MONTHS)	X	\$ _____	=	\$ _____
53	580-2-3B	PHOENIX SYLVESTRIS (PS) "SYLVESTER" LANDSCAPE ESTABLISHMENT	120	24 (MONTHS)	X	\$ _____	=	\$ _____
<b>TOTAL ESTIMATED BID FOR TABLE 2 (LINES 36 THROUGH 53)</b>							=	\$ _____

**NOTE: TOTAL ESTIMATED BID = ESTIMATED QUANTITY X 24 MONTHS X UNIT PRICE**

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

TOTAL ESTIMATED BID FOR TABLE 1 (LINES 1 THROUGH 35)	=	\$ _____
TOTAL ESTIMATED BID FOR TABLE 2 (LINES 36 THROUGH 53)	=	\$ _____
TOTAL ESTIMATED BID (LINES 1 THROUGH 53)	=	\$ _____

---

COMPANY NAME

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

Performance shall be not later than fourteen (14) calendar days After Receipt of Order (ARO) per Special Terms and Conditions. Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net)



**ORANGE COUNTY FLORIDA  
PROCUREMENT DIVISION**

---

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

**INVITATION FOR BIDS #Y22-102-MV, MEDIAN TREE PROGRAM  
TERM CONTRACT**

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

<https://app.negometrix.com/buyer/691>

**BID SUBMISSION DUE DATE:**

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Merzell Source-to-Contract Platform (formerly Negometrix) platform only at:  
<https://app.negometrix.com/buyer/691>

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, November 18, 2021**, via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original, two (2) hard copies and one (1) electronic copy on a USB Flash Drive**.

**NOTICE TO BIDDERS:**

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net).

**QUESTIONS:**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net), no later than 5:00 PM **Wednesday, October 27, 2021** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

## **TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>SECTION 1: GENERAL TERMS AND CONDITIONS</b>	
GENERAL TERMS AND CONDITIONS	3-20
<b>SECTION 2: SPECIAL TERMS AND CONDITIONS</b>	
SPECIAL TERMS AND CONDITIONS	21-33
<b>SECTION 3: SCOPE OF SERVICES</b>	
SCOPE OF SERVICES	34-62
<b>SECTION 4: BID SUBMISSION REQUIREMENTS AND DOCUMENTATION</b>	
- QUALIFICATION OF BIDDERS (BID PACKAGE REQUIREMENTS)	65-67
- BID RESPONSE FORM	68-74
- EMERGENCY CONTACTS	75
- ACKNOWLEDGEMENT OF ADDENDA	75
- AUTHORIZED SIGNATORIES/NEGOTIATORS	76
- REFERENCE DOCUMENTATION FORM	77-79
- DRUG-FREE WORKPLACE FORM	
- SCHEDULE OF SUBCONTRACTING FORM	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- AGENT AUTHORIZATION FORM	
- LEASED EMPLOYEE AFFIDAVIT	
- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY	
- CONTRACT	
- ATTACHMENT A – SUBSTANTIAL COMPLETION FORM	
- ATTACHMENT B – MONTHLY INSPECTION FORM	

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**



## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

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

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

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

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

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

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

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

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

### 2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for

Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

**3. PRICE/DELIVERY**

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

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

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

**4. FEDERAL AND STATE TAX**

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

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

5. **ACCEPTANCE/REJECTION/CANCELLATION**

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

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

6. **BRAND NAME OR EQUALS/DEVIATIONS**

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. **NO BID**

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

**8. 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.

**9. LEGAL REQUIREMENTS**

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

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

**10. RECIPROCAL PREFERENCE**

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

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

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

**11. GOVERNING LAW AND VENUE**

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit

Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

**12. JURY WAIVER**

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

**13. ATTORNEYS' FEES AND COSTS**

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

**14. UNIFORM COMMERCIAL CODE**

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

**15. MISTAKES**

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

**16. AVAILABILITY OF FUNDS**

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

**17. NON-DISCRIMINATION**

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, 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 and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.

2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

**18. BID TABULATION AND RESULTS**

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

**19. BID FORMS**

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

**20. REFERENCES**

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

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

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

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

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

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

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

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

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

**22. 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.

**23. 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.

**24. 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.

**25. DRUG-FREE WORKPLACE FORM**

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

**26. 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”.

**27. CONFLICT OF INTEREST FORM**

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

**28. ETHICS COMPLIANCE**

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

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

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

**29. SUBMISSION OF BID**

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

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



**Bidders must indicate on the sealed envelope the following:**

- A. Invitation for Bids Number**
- B. Due Date of Bid Submittal**
- C. Name of Bidder**
- D. Phone Number of Bidder**

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

**30. 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.

**31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

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

**32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

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

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

**33. PAYMENT TERMS/DISCOUNTS**

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

**34. 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.

**35. 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.

**36. CLARIFICATIONS**

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

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

**37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

**38. 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.

**39. NO REPRESENTATIONS**

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

**40. SEVERABILITY**

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**41. PRICING/AUDIT**

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

**42. 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.

**43. TOBACCO FREE CAMPUS**

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

**44. SINGLE-USE PRODUCTS**

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

**45. CONTRACT CLAIMS**

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

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

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

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

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

**46. VERIFICATION OF EMPLOYMENT STATUS**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

#### **47. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

**48. FEDERAL REQUIREMENTS**

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

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

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

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

Procurement of Recovered Materials:

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

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

**49. SCRUTINIZED COMPANIES**

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

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

**50. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

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

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



records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net), 407-836-5635**

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

## SPECIAL TERMS AND CONDITIONS

### 1. **LICENSES AND PERMITS**

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

- A. Bidders to be considered for contract award under this Invitation for Bids shall be either “registered” or “certified” by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Required licenses shall be in the Bidder’s name as it appears on the Bid Response Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to maintain and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, the Bidder shall provide copies of all applicable licenses.

### 2. **BID ACCEPTANCE PERIOD**

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

### 3. **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

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

### 6. **PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be no later than **fourteen (14)** 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 Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **five (5)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

**7. FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **forty-eight (48) hours** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **fourteen (14) calendar days** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

**8. LIQUIDATED DAMAGES**

Should the Contractor fail to make delivery of the goods or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of **\$1,000.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the

services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

**9. TERMINATION**

**A. Termination for Default:**

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

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

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

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

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

**B. Termination for Convenience:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of

Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**10. AS SPECIFIED**

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

**11. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

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

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

**12. SAFETY REGULATIONS**

Equipment shall meet all State and Federal safety regulations.

**13. CODES AND REGULATIONS**

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

**14. PAYMENT**

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

Orange County Public Works Fiscal and Operational Division  
Attn: Patricia Davis  
4200 South John Young Parkway  
Orlando Florida 32839  
Phone (407) 836-7850

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

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.

**15. DEBRIS**

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

**16. SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

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

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

## 17. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.



- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

Additional coverage:

- Pesticide Herbicide Application Liability- with a limit of not less than \$1,000,000 per occurrence/claim.

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

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

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

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

The certificate holder shall read:

Orange County, Florida  
c/o Risk Management Division  
201 S. Rosalind Avenue  
Orlando, Florida 32801

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

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

## **18. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of **three (3) years**. The contract may not be renewed. If anything changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

## **19. PRICING**

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

**20. PRICE ESCALATION/DE-ESCALATION (CPI)**

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

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

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

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

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

**CPI-U Calculation Example:**

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

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

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

**21. METHOD OF ORDERING**

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

**22. ATTACHMENTS**

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

- A. Contractor Certification of Installation.
- B. Monthly Landscape Inspection Form and Certification.

**23. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

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

**24. REQUIREMENTS CONTRACT**

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

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

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

**25. PERSONNEL**

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

**26. 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.

**27. BID PREFERENCE**

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

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

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

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

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

**SECTION 3  
SCOPE OF SERVICES**

**SCOPE OF SERVICES**

**INDEX OF TECHNICAL PROVISIONS**  
**CONSTRUCTION SERVICES FOR THE ROADWAY MEDIAN TREE PROGRAM**

<b><u>TP</u></b>	<b><u>SECTION</u></b>
TP 101	Mobilization
TP 102	Maintenance of Traffic
TP 570	Performance Turf
TP 580	Landscape Installation and Establishment



## **MOBILIZATION**

Mobilization shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

Preservation of Property Corners including all items detailed in Section 7-11 of the FDOT, Division I Standard Specifications shall be included in the contract price for mobilization.

### **Basis of Payment**

The work and incidental costs covered under Mobilization will be paid for at the contract lump sum price.

Payment shall be made under:

Pay Item:

101-1	Mobilization	Lump Sum
-------	--------------	----------

## MAINTENANCE OF TRAFFIC

All Maintenance of Traffic work shall conform to the requirements of Section 102 of the Standard Specifications, Index 600 of the FDOT Design Standards, the plans, and/or as herein modified, except as directed by the Engineer.

The road shall be kept open to two-way traffic on a paved surface during construction except when full closures are allowed by the plans or by the Engineer. The Contractor shall not be permitted to isolate residences or places of business. Access shall be provided to all residences and all places of business whenever construction interferes with the existing means of access.

The Contractor shall furnish, erect and maintain all necessary traffic control devices, including flagmen and pilot cars, in accordance with the *Manual of Uniform Traffic Control Devices for Streets and Highways*, published by the U.S. Department of Transportation, Federal Highway Administration. The Contractor shall provide and maintain in a safe condition the entire project limits included, but not limited to pre-existing conditions, driving lanes, temporary approaches, crossings, and intersections with trails, roads, streets, business parking lots, residences, garages and completed work. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public in accordance with Section 102.

The Contractor shall present their signed and sealed Maintenance of Traffic Plan to the Engineer at the preconstruction conference, and shall be fully and solely responsible for the adequacy of the Maintenance of Traffic plan regardless of the source. The plan shall be signed and sealed by a professional engineer licensed in the State of Florida.

The Contractor shall be responsible for installation of signs for all business along the project corridor. Signs should be manufactured and installed in accordance with FDOT design standards. No special compensation will be made to the Contractor to defray costs of any of the work or delays for complying with the requirements of installing business signs, but such costs shall be considered as having been included in the price stipulated for the Maintenance of Traffic pay item.

### **Basis of Payment**

All material, labor and equipment necessary for the construction and maintenance of the entire project limits included, but not limited to pre-existing conditions, driving lanes, temporary approaches, crossings, intersections with trails, roads, streets, business parking lots, residences, garages, temporary driving lanes, temporary pavement markings paint required for MOT, side streets, driveway connections, and completed work, as may be directed by the Engineer shall be included in the contract price.

Payment will be made under:

Pay Item:

102-1 Maintenance of Traffic

Per Mile or Any Fraction Thereof

## **PERFORMANCE TURF**

### **DESCRIPTION**

Plans for individual roadway medians will be provided with delivery order issued. Establish a growing, healthy turf over all areas designated in the plans. The Contractor shall use sod in areas designated in the plans to be sodded. Maintain turf areas until final acceptance of all contract work. Work will include all mulching, sodding, fertilizing, clipping removal, litter control, edging and watering necessary to provide routine maintenance of the grassed area throughout the establishment period or until the work is accepted by the Engineer.

There shall be at least 90% coverage of healthy grass prior to acceptance by the Engineer. The Engineer, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily.

The Contractor shall mow grassed areas every 14 days, or as required by the Engineer, until final acceptance of the work.

### **MATERIALS**

#### **General**

All sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the Engineer before installation.

All sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council (FLEPPC, <http://www.fleppc.org>). Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Any such noxious or invasive plant or plant part found to be delivered in seed, sod or mulch shall be removed by the Contractor at their expense and in accordance with the law.

All materials shall meet plant quarantine and certification entry requirements of Florida Department of Agriculture & Consumer Services, Division of Plant Industry Rules.

#### **Sod**

Types: Unless a particular type of sod is called for in the contract documents, sod may be either centipede, bahia, or bermuda at the Contractor's option. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to, private lawns, other types of sod may be used if desired by the affected property owners and approved by the Engineer.

Dimensions: The sod shall be taken up in commercial-size rectangles, or rolls, preferably 12 inches by 24 inches or larger, except where 6-inch strip sodding is called for, or as rolled sod at least 12 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1-1/4 inches thick including a 3/4 inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be degradable within three years.

Condition: The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness

adhering firmly to the roots to withstand all necessary handling. It shall be planted within 48 hours after being cut and kept moist from the time it is cut until it is planted. No sod which has been cut for more than 48 hours may be used, unless specifically authorized by the Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the Engineer upon delivery of the sod to the job site.

The source of the sod may be inspected and approved by the Engineer prior to being cut for use in the work.

### **Mulch**

The mulch material shall be compost meeting the requirements below, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material.

### **Prepared Soil Layer**

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T-267 and have a pH value of 4.5 or greater and less than or equal to 8.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following materials.

Prepared soil layer materials may be obtained from either, or a combination of, the following sources:

- (1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.
- (2) Designated borrow pits for the project.
- (3) From other sources of organic soil materials provided by the Contractor.

Organic Soil: This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

Compost: Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

Compost for use as a Soil Amendment: If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

Compost for use as a Mulch: The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inches in size and no greater than 6 inches. Preference shall be given to compost or mulch made from uncontaminated woody waste materials.

### **Fertilizer**

Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S.

provide a copy of current certificates to the Engineer. Fertilizers shall comply with the State and County fertilizer laws.

The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer. At least 50% of the nitrogen shall be from a slow-release source.

### **Certification**

The Contractor shall provide the Engineer a certified test report from the manufacturer of the commercial fertilizer confirming that the requirements of this section are met. The certified test report shall include test results for total nitrogen, available phosphoric acid, water-soluble potash, and sulfur. Each certification shall cover one batch per type for dry type fertilizer.

### **Fertilizer Rates**

Soil laboratory fertilization recommendations are based on the amount (lbs.) of nutrients (N, P<sub>2</sub>O<sub>5</sub>, K<sub>2</sub>O) to apply per given area (usually 1,000 square feet.). From this recommendation it is necessary to select an appropriate fertilizer grade and then determine how much of this fertilizer to apply to the area.

If a complete fertilizer (containing all three primary nutrients) is not available in the ratio of N-P-K necessary to match the ratio required in the fertilizer recommendation, mixed-grade or single-nutrient fertilizers should be used to satisfy each nutrient requirement.

To calculate fertilizer rates:

- Measure the area to be fertilized in square feet.
- Select fertilizers, to be used based on the soil testing laboratory recommendations by matching the ratio of nutrients recommended to the fertilizer grades available.
- Determine the amount of fertilizer to apply to a given area (1,000 square feet.) by dividing the recommended amount of nutrient by the percentage of the nutrient (on a decimal basis) in the fertilizer. Apply no more than 0.25 lbs. P<sub>2</sub>O<sub>5</sub>/1000 square feet per application prior to planting.
- Adjust the amount of fertilizer to the project area.

### **Insecticides and Herbicides**

Use products found on the following website, <http://state.ceris.purdue.edu/>, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

The Contractor shall procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

The Contractor shall ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

The Contractor shall ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

The Contractor shall comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

The Contractor shall acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code, Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

### **Water**

The water used in the grassing operations may be obtained from any approved source.

The water shall be free of any substance, which might be harmful to plant growth. Effluent water shall meet all Federal, State and local requirements.

### **Prevention, Control and Abatement of Erosion and Water Pollution**

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Standard Specifications, National Pollution Discharge Elimination System (NPDES) requirements, except as modified by these Technical Provisions or as directed by the Engineer.

The Contractor shall present at the preconstruction conference its Storm Water Pollution Prevention Plan (SWPPP) and a separate schedule to manage erosion and water pollution. This schedule shall include a complete outline of the proposed construction of all erosion and pollution control and abatement items required.

The Contractor shall prepare and submit the Notice of Intent (NOI) and Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP) and shall obtain the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

### **Construction Methods**

Incorporate turf installation into the project at the earliest practical time.

Use the methods and materials necessary to establish and maintain the initial grassing until final acceptance.

Sod: Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the plans and as shown in the design standards.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod during the months April through October, within 60 days of placement of the sod during the months of November through March,

the Contractor shall treat affected areas by means acceptable to the County at no expense to the County. If pest plants and/or noxious weeds manifest themselves after the timeframes described above from date of placement of sod, the Engineer, at his sole option, will determine if treatment is required and whether or not the Contractor will be compensated for such treatment. The Contractor shall remove and replace any sod as directed by the Engineer.

### **Turf Establishment**

Perform all work necessary, including watering and fertilizing, to sustain an established turf until final acceptance, at no additional expense to the County. Provide the filling, leveling, and repairing of any washed or eroded areas, as may be necessary.

Established turf is defined as follows:

1. An established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).
2. No bare spots larger than one square foot.
3. No continuous streaks running perpendicular to the face of the slope.
4. No deformation of the turf areas caused by mowing or other Contractor equipment.
5. No exposed sod netting.
6. No pests or noxious weeds.

Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I “List of Invasive Species”, Current Edition, <http://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf. Use herbicides in accordance with provision.

During the entire establishment period and until turf is established in accordance with this specification, the Contractor shall continue inspection and maintenance of erosion and sedimentation control. Take responsibility for the proper removal and disposal of all erosion and sedimentation control items after turf has been established.

Notify the Engineer, with a minimum of seven calendar days advance notice, to conduct inspections of the turf at approximate 90-day intervals during the establishment period to determine establishment. Results of such inspections will be made available to the Contractor within seven (7) calendar days of the date of inspection. Determination of an established turf will be based on the entire project and not in sections.

The Contractor’s establishment obligations of this specification will not apply to deficiencies due to the following factors, if found by the Engineer to be beyond the control of the Contractor, their subcontractors, vendors or suppliers:

- Determination that the deficiency was due to the failure of other features of the Contract.
- Determination that the deficiency was the responsibility of a third party performing work not included in the Contract or its actions.

The County will only pay for replanting as necessary due to factors determined by the County to be beyond the control of the Contractor.

### **Litter Removal**

During each cycle, all litter and debris shall be removed prior to and upon completion of a mowing cycle. Litter and debris removal includes the pickup removal, and disposal from the right-of-way and County property of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove any item such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, which will result in an objectionable appearance.

### **Clipping Removal**

During each cycle all grass clippings that are not uniformly distributed, and detract from the appearance of the mowing operation shall be removed from the site by the Contractor, upon completion of the mowing operation to allow for a neat and clean appearance after completion. The Contractor shall remove and dispose of all grass clippings from the pavement, curbs and curb inlets located within the limits of the project.

The grass clipping removal shall be performed in conjunction with the mowing cycle. The Contractor shall maintain the inlet openings free from the debris generated during their right-of-way mowing operation. Grass clippings shall not be blown into drains or storm drain inlets. Failure to adhere to this will result in the Contractor, at their own expense within two (2) working days, jetting out these pipes and drains or reimbursing the County for the clean-up effort carried out by County personnel.

### **Edging**

Edging is the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges of curbs, to maintain these areas in an attractive and manicured condition. Edging includes the removal of growth mechanically and manually and shall be performed in conjunction with the mowing cycle. The edging of curbs shall create a distinct void; approximately one-half (1/2) inch horizontally between the structure and the turf. String trimmers shall not be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged. Upon completion of edging by the Contractor, no growth, sand or debris shall touch any of the structures designated to be edged. The Contractor shall remove all sand and debris from the areas designated for edging.

NOTE: Areas specified for edging will not be treated with herbicide.

### **Basis of Payment.**

Prices and payments will be full compensation for all work and materials specified in this Section.

Payment will be made under:

- Item No. 570-1- Performance Turf - per square yard.
- 570-2 – Turf Establishment, Mowing and Mulch – acre



## LANDSCAPE INSTALLATION AND ESTABLISHMENT

### DESCRIPTION

The landscape installation includes furnishing, install, establish, and maintain all items detailed in this provision, the special provisions, and on the plans, except as directed by the Engineer. Plans for individual roadway medians will be provided with a request of each proposal.

### MATERIALS

**Grade Standards and Conformity with Type and Species:** Only use plant materials purchased in Central Florida from commercial nursery stock, which complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture’s “Grades and Standards for Nursery Plants.”

- The Contractor shall submit a list of nurseries where plants are tagged, including contact information and location. Plants shall originate from a registered nursery in Central Florida under inspection with the Division of Plant Industry, or certified and have met the requirements of Chapter 581, Florida Statutes, and Title 5B, Florida Administrative Code.
- The Engineer and Contractor shall visit the nursery sites to inspect representative samples of plant material and *lock tag* the plants.
- Plants shall be correctly labeled as to name, grade and date of delivery. Plants shall be plainly and legibly labeled by the nurseryman to show the scientific or accepted common name, including variety and rootstock when applicable, and the grade. Only one name and grade label is needed on a group of plants of the same variety, rootstock and grade when addressed to one consignee, provided that the label is also marked to indicate the number of plants in the group for which the label is intended.
- The Contractor shall use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture’s “Grades and Standards for Nursery Plants” conform in type and species with the standards and designations in general acceptance by Florida nurseries.
- Prior to planting, the Contractor shall provide the Engineer with a certification from the supplying nursery that all plant materials have been purchased from Florida commercial nursery stock. Verify that plant species, quantity, and quality of plants in the Contractor’s plant schedule are consistent with that on plant list and drawings.
- Unless otherwise specified, minimum grade for all plants is Florida No. 1. All plants shall be the specified size and grade at the time of delivery to the site.

<b>Root Ball Sizes for Field Grown Palms</b>			
<b>Palm Type</b>	<b>Overall Height</b>	<b>Root Ball Radius from Trunk</b>	<b>Root Ball Depth</b>
Sabal Palm*	N/A	Per Florida Grades & Standards	Per Florida Grades & Standards
Queen Palm	N/A	24"	24"
All Other Field Grown Palms	< 15' OA	12"	18"
	15' – 25' OA	16"	24"
	26' – 30' OA	18"	30"
	30'	24"	36"
<p>* Sabal palms (Sabal palmetto) specified as being “Regenerated Palms” as shown on the Plant Schedules shall be minimum Florida no. 1 grade unless noted otherwise. The root ball width shall be, at a minimum, equal to twice the diameter of the trunk as measured at the base. The root balls shall have new, regenerated, round-tipped roots that have emerged from the root initiation zone. Roots shall be whitish-yellow in color, have tapered ends and be present on all sides of the root ball.</p> <p>To qualify as “Regenerate Palms,” sabal palms shall have been placed in containers or be contained within “plastic fabric or film material”, or approved equal, after field harvesting and during the root regeneration period. They shall have a minimum of three fully expanded new fronds that have not been pruned. Fully expanded new fronds shall meet the minimum requirements to be considered “excellent leaves”, as defined by the glossary of terms in the latest edition of the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants – Palms and Cycads.</p>			

### **Ball and Burlap (B&B) Trees**

- Once they reach the planting site, do not let clear plastic-covered root balls remain in the sun. Keep them in the shade or remove the plastic to prevent temperatures in the root ball from reaching lethal levels. Plastic shall be completely removed prior to planting. If trees are not planted the day of delivery, cover the sides of the root balls with soil, compost, mulch, saw dust or other organic matter to help prevent root desiccation. Do not cover the top.

### **Container Trees**

- Trees in containers shall remain in the upright position. Group them close together to provide mutual shading of the root balls since direct sun hitting the side of the container often increases temperatures inside the root ball to lethal levels. Roots can die in a matter of hours so prompt action is essential. Root systems on bare root trees should be covered with moist sphagnum or other moisture holding material and kept out of the wind and sun to help keep them alive.
- Irrigate trees in the holding area as they were in the nursery.
- Deliver soil conditioners (pesticides, herbicides, fumigants, and fertilizers) to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to state law. Soil conditioners shall be stored in designated areas.

- Deliver planting soil mixes and mulch in bulk with manufacturer's guaranteed mix, name, and conformance to State law. Store soil mixes in designated areas only.
- Mist periodically each day all tree/palm root balls and crowns/tops during delivery, handling, and storing on site to ensure against drying.
- Notify Engineer of delivery schedule in advance so plant material may be inspected upon arrival at job site.
- Remove unacceptable plant material immediately from job site.
- Delivery of fluid applied membrane waterproofing shall be to the job site in sealed undamaged containers. Each container shall be identified with material name, date of manufacture and lot number.

### **Water**

The water used may be obtained from any approved source. The water shall be free of any substance which might be harmful to plant growth. Effluent water shall meet all Federal, State, and local requirements.

### **Mulch**

The mulch material shall be compost meeting the requirements below, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material. Use of cypress mulch is prohibited.

### **Soil**

Remove all unsuitable soil and debris to root ball depth. Replace soil with material suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T-267 and have a pH value of 4.5 or greater and less than or equal to 8.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following materials.

Prepared soil layer materials may be obtained from either, or a combination of, the following sources:

- Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.
- Designated borrow pits for the project.
- From other sources of organic soil materials provided by the Contractor.

Organic Soil: This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

Compost: Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

Compost for use as a Soil Amendment: If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

Compost for use as a Mulch: The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inches in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste materials

### **Transporting and Delivery:**

#### Preparation for Transporting

- Prune head and/or roots of all trees only under direction of certified Arborist or registered Landscape Architect, and as required to assure safe loading, shipment and handling without damaging the natural form and health of the plant. No “Hurricane cutting” is permitted unless approved by Engineer.
- The Contractor shall stabilize all trees in containers and prepare tree for shipping.

#### Transporting

The Contractor shall perform the following:

- Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates.
- Submit inspection certificates to the Engineer. Protect all plant materials during transport/delivery with shade cloth or other acceptable means to prevent wind burn.
- Protect all plant material during delivery to prevent damage or desiccation to root ball or desiccation of crown and leaves.
- Tree root balls shall be irrigated just prior to shipping. Trees shall be secured in the truck so as not to roll. Do not allow closed trucks to remain standing in the sun in hot weather unless they are air-conditioned.
- Ball and Burlap (B&B) trees shall have their root balls shrink-wrapped prior to transporting them from the nursery.

Delivery – All trees shall arrive as tagged in accordance with this provision. Use durable waterproof labels with water-resistant ink, which shall remain legible for at least 60 days.

### **Prevention, Control and Abatement of Erosion and Water Pollution**

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Standard Specifications, National Pollution Discharge Elimination System (NPDES) requirements, except as modified by these Technical Provisions or as directed by the Engineer.

The Contractor shall present at the preconstruction conference its Storm Water Pollution Prevention Plan (SWPPP) and a separate schedule to manage erosion and water pollution. This

schedule shall include a complete outline of the proposed construction of all erosion and pollution control and abatement items required.

The Contractor shall prepare and submit the Notice of Intent (NOI) and Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP) and shall obtain the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

## **Installation**

**Installation Plan:** Not less than 14 calendar days prior to the scheduled installation, the Contractor shall submit an installation plan to the Engineer for review and comment. Specifically describe the methods, activities, materials and schedule to achieve installation of plants. Installation shall not begin until the Engineer has approved the installation plan.

**Layout:** The location of plants as shown in the drawings to be issued, are approximate. At no cost to the County adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements.

Prior to commencing any excavation or planting, planting beds and individual locations of trees and palms shall be staked/marked as shown in the contract documents. Notify the Engineer when staking/marking is complete. The Engineer will approve the prior to commencing.

Make no changes to the layout, materials or any variations of plant materials from the contract documents without the Engineer's written approval.

**Soil Drainage:** All planting holes and beds shall drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

**Planting:** Meet the requirements of the plans. Each tree or palm shall be individually tagged with a number starting from 1. The tag must remain throughout the duration of the project.

**Disposal of Debris:** Remove and dispose of all debris and excess material generated from the installation of plants at the end of each day's work and in compliance with all Federal, State and Local laws and ordinances.

**Reporting:** The Contractor shall certify monthly on a form provided by the County, "Landscape Monthly Inspection Form" that the plants have been installed and are being established and maintained in accordance with the contract documents. The form must be submitted with the monthly invoice.

**Substantial Completion:** Not less than 14 days after the scheduled installation completion, a walk through with the County shall be performed. The Establishment Period will begin once all items on the "Substantial Completion Form" have been performed and accepted by the County.

**Establishment Plan:** The Establishment Plan shall be submitted as part of the Installation Plan to the Engineer for review and comment. Specifically describe the methods, activities, materials and schedule to achieve establishment and inspection of plants and incidental landscaping. Acceptance of the Establishment Plan is not a release from responsibility for the overall establishment and maintenance of the landscape area as required in the contract documents. Perform any ancillary activities that may be required to adequately establish and maintain the plants and landscape area.

Installation Completion: To allow time for scheduling inspection of installation, provide the Engineer with no less than seven (7) calendar days advance notice of completion of installation of all plants. Upon completion of installation of plants and incidental landscaping, certify on a form provided by the County “Contractor Certification of Installation” that the landscaping has been installed and is being established in accordance with the contract documents.

**Establishment:**

- Keep all plants vigorous, undamaged, free of pests and disease, hydrated and nourished, supported to grow and maintain form and general appearance specified in the contract documents and the Establishment Plan.
- Keep all plants pruned to maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, traffic control signals and devices, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards. Pruning shall be performed by an International Society of Arboriculture (ISA) Certified Arborist or person with documentation of equivalent or greater expertise. Prior to performing pruning activities provide proof of the individual’s active arborist certification to the Engineer for approval.
- Keep the landscape areas as defined in the plans, including individual plant locations and planting beds, free of litter, debris, excess material and undesirable vegetation.
- Keep landscape bed edged correctly located and trimmed, and the mulch groomed and replenished as specified in the contract documents.
- Remove staking and guying from all fully established plants unless otherwise directed by the Engineer.
- Continue any mowing and litter pick up of the turf areas as depicted and specified in the contract documents.

Inspection and Reporting Requirements: During the establishment period, inspect and certify monthly on the County’s “Landscape Monthly Inspection Form” that the landscaping is being established per the Contract Documents.

In addition, at quarterly intervals, beginning within 90 days of the establishment period start date, provide a Registered Landscape Architect or Certified Arborist to perform inspections of the landscaping and document the findings in a signed and sealed report. Information in the inspection report shall include, as a minimum, the following:

- Date of inspection
- Description of project
- Location of inspection
- Weather conditions
- Condition of plants - identify by species, location, and number of plants that are no longer the specified minimum grade.
- Condition of plant beds and adjoining areas (including mulch, turf, edges of planting beds, weeds, and staking and guying)

- Watering Schedule and/or Condition and operation of the irrigation system, if applicable
- Contractor’s response, action, and schedule
- Other comments

Submit the monthly inspection form and the quarterly inspection report to the Engineer within seven (7) calendar days after performing the inspection.

**Remedial Work**

Perform all necessary remedial work at no cost to the County. Use replacement plants of the same species and planting medium as the plant being replaced and/or as specified in the contract documents. Replacement plant size shall match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size.

During the establishment period, the establishment time for replacement plants shall be the remaining establishment period or 90 days after date of replacement installation acceptance, whichever is greater.

Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this section. At the end of the contract period when all contract requirements are met, the Engineer will release the Contractor from further remedial work.

**BASIS OF PAYMENT**

All work, material, and incidental costs related to prepare the area for the installation and establishment of landscaping will be paid for at the contract unit price completed and accepted. The unit price shall be inclusive for all work and materials described herein, including excavation (in whatever material encountered), or any other material unsuitable in its original position and that is excavated below finished grade, and replaced with select bedding material, backfilling, compaction, furnishing and installing, disposing of surplus materials, and other work as may be required for an acceptable installation and establishment of landscaping.

Payment will be made under:

<b>ITEM</b>	<b>UNIT</b>	<b>DESCRIPTION</b>
<b>TREES – FLORIDA No. 1 or better</b>		
580-1-1	EA	ACER RUBRUM (RED MAPLE) (AR) 3”-4” CAL/14’ – 16’ H
580-1-1A	EA	ACER RUBRUM (RED MAPLE) (AR) LANDSCAPE INSTALLATION
580-1-1B	EA	ACER RUBRUM (RED MAPLE) (AR) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-2	EA	ILEX X ATTENUATA (EAGLESTON) (IA) 3” CAL/14-16’ H

580-1-2A	EA	ILEX X ATTENUATA (EAGLESTON) (IA) LANDSCAPE INSTALLATION
580-1-2B	EA	ILEX X ATTENUATA (EAGLESTON) (IA) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-3	EA	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H
580-1-3A	EA	MAGNOLIA GRANDIFLORA LANDSCAPE INSTALLATION
580-1-3B	EA	MAGNOLIA GRANDIFLORA LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-4	EA	JUNIPERUS CHINESIS "TORULOSA" (JC) 8' H
580-1-4A	EA	JUNIPERUS CHINESIS "TORULOSA" (JC) LANDSCAPE INSTALLATION
580-1-4B	EA	JUNIPERUS CHINESIS "TORULOSA" (JC) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-5	EA	JUNIPERUS CHINESIS "SPARTAN" (JS) 6'H
580-1-5A	EA	JUNIPERUS CHINESIS "SPARTAN" (JS) 6'H LANDSCAPE INSTALLATION
580-1-5B	EA	JUNIPERUS CHINESIS "SPARTAN" (JS) 6'H LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-6	EA	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' – 16' H
580-1-6A	EA	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' – 16' H LANDSCAPE INSTALLATION
580-1-6B	EA	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-7	EA.	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' – 16' H
580-1-7A	EA	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' – 16' H LANDSCAPE INSTALLATION
580-1-7B	EA	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' – 16' H



LANDSCAPE ESTABLISHMENT (24 MONTHS)

- 580-1-8 EA. QUERCUS VIRGINIANA “HIGHRISE” (HIGHRISE OAK) (QS)  
3”-4” CAL/12’ – 16’ H
- 580-1-8A EA QUERCUS VIRGINIANA “HIGHRISE” (HIGHRISE OAK) (QS)  
3”-4” CAL/12’ – 16’ H  
LANDSCAPE INSTALLATION
- 580-1-8B EA QUERCUS VIRGINIANA “HIGHRISE” (HIGHRISE OAK) (QS)  
3”-4” CAL/12’ – 16’ H  
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-9 EA. CHIONANTHUS VIRGINICUS” (FRINGE TREE) (CV)  
2.5” – 3.5” CAL
- 580-1-9A EA CHIONANTHUS VIRGINICUS” (FRINGE TREE) (CV)  
2.5” – 3.5” CAL  
LANDSCAPE INSTALLATION
- 580-1-9B EA CHIONANTHUS VIRGINICUS” (FRINGE TREE) (CV)  
2.5” – 3.5” CAL  
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-10 EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)  
SINGLE 2.5”-3.5” CAL
- 580-1-10A EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)  
SINGLE 2.5”-3.5” CAL  
LANDSCAPE INSTALLATION
- 580-1-10B EA LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)  
SINGLE 2.5”-3.5” CAL  
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-11 EA ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY  
2.5”-3.5” CAL
- 580-1-11A EA ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY  
2.5”-3.5” CAL  
LANDSCAPE INSTALLATION
- 580-1-11B EA. ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY  
2.5”-3.5” CAL  
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-12 EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)  
4”-5” CAL / 7’-8’ H
- 580-1-12A EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)  
4”-5” CAL / 7’-8’ H

## LANDSCAPE INSTALLATION

- 580-1-12B EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)  
4"-5" CAL / 7'-8' H  
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-13 EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)  
114 L, 3-3.65 HT. 1.2-1.7 SPREAD, 5.1-6.35 CM CAL.
- 580-1-13A EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)  
114 L, 3-3.65 HT. 1.2-1.7 SPREAD, 5.1-6.35 CM CAL.  
LANDSCAPE INSTALLATION
- 580-1-13B EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)  
114 L, 3-3.65 HT. 1.2-1.7 SPREAD, 5.1-6.35 CM CAL.  
LANDSCAPE ESTABLISHMENT (24 MONTHS)

## PALMS

- 580-2-1 EA. SABAL PALMETTO (SP)  
CLEAR TRUNK HEIGHTS VARIES, 10'-14' H
- 580-2-1A EA. SABAL PALMETTO (SP)  
CLEAR TRUNK HEIGHTS VARIES, 10'-14- H  
LANDSCAPE INSTALLATION
- 580-2-1B EA. SABAL PALMETTO (SP)  
CLEAR TRUNK HEIGHTS VARIES, 10'-14'  
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-2-2 EA. PHOENIX ROEBELENI (PR) "PYGMY DATE PALM"  
CLEAR TRUNK HEIGHTS VARIES, 6'
- 580-2-2A EA. PHOENIX ROEBELENI (PR) "PYGMY DATE PALM"  
CLEAR TRUNK HEIGHTS VARIES, 6'  
LANDSCAPE INSTALLATION
- 580-2-2B EA. PHOENIX ROEBELENI (PR) "PYGMY DATE PALM"  
CLEAR TRUNK HEIGHTS VARIES, 6'  
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-2-3 EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"  
CLEAR TRUNK HEIGHTS VARIES, 10'-14' HT. STRAIGHT TRUNKS
- 580-2-3A EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"  
CLEAR TRUNK HEIGHTS VARIES, 10'-14' HT. STRAIGHT TRUNKS  
LANDSCAPE INSTALLATION
- 580-2-3B EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"  
CLEAR TRUNK HEIGHTS VARIES, 10'14' HT. STRAIGHT TRUNKS  
LANDSCAPE ESTABLISHMENT (24 MONTHS)

## **GENERAL CONDITION:**

All specifications, drawings and copies thereof furnished by the County will remain the property of the County. They shall not be used on another project and, with the exception of those sets, which have been signed in connection with execution of the contract, shall be returned to the County upon completion of the project.

Duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the Contractor and the rights and remedies available to the County thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of Contract Documents.

## **DEFINITIONS**

"**Specifications**", is appended as follows:

"**Specifications**" or "**Standard Specifications**" shall mean the 2020 edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, and supplements thereto (unless otherwise noted), and the Orange County Road Construction Specifications latest edition as specified in the contract and/or contract documents and modified herein. In the event of a conflict between the FDOT Standard Specifications and the General Conditions or Supplemental Conditions provided in the Contract Documents, the Contract Documents shall prevail.

When reference is made to a Division, Section, or Article, it shall mean a Division, Section, or Article of said "Specifications" or "Orange County Road Construction Specifications", but shall not be construed to include the Division, Section or Article in its entirety unless so directed by the ENGINEER.

Each reference to Basis of Payment in said "Specifications" is superseded by the conditions contained in the Technical Provisions and all other conditions related to Basis of Payment contained in these specifications, unless otherwise directed by the Engineer.

"**Project Manager**", is appended as follows:

When references are made to PROJECT MANAGER, other terms that may be substituted/used are PROJECT ENGINEER, ENGINEER, PROJECT ADMINISTRATOR, and RESIDENT PROJECT REPRESENTATIVE.

**Landscape Improvements** shall include any activity related to plant material, irrigation and/or hardscape.

**Hardscape** shall include any sidewalk, median, roadway, curb, structure, lighting, wall, and signage.

**Installation** shall include the duration of time to plant all trees and sod in accordance with the plans and specifications.

**Establishment** shall include the 24-month period after the landscape installation has been completed and accepted by County regardless of the time used for installation.

## **INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS**

The project shall be constructed in accordance with these Supplemental Conditions, Special Provisions and the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction," 2015 edition, the "Supplemental Specifications for Road and Bridge Construction," 2015 edition, and the "Orange County Road Construction Specifications," latest edition, hereafter referred to as the "Specifications".

Wherever the terms "APPROVE", "APPROVED", "APPROVAL", "ACCEPT", "ACCEPTED", "ACCEPTANCE" or other derivations of these terms are used within these specification or references therein in the context of actions to be taken by the County or its representatives with respect to submittals made by, or work performed by the Contractor, they shall mean that the County or its representative finds no exception with the submittal or the work provided/performed by the Contractor. Acceptance or approval by the County or its representative will not relieve the Contractor of any responsibility for conformance to the intent of the plans and specifications, for the accuracy of dimensions and details, for conformity of dimensions and details, or for adherence to generally accepted engineering and construction practices.

### **PUBLIC LAND CORNERS**

**Public Land Corners:** All public land corners within the limits of construction shall be protected. If a corner monument is in danger of being destroyed or disturbed, the Contractor shall notify the Project Manager, and the County Surveyor, without delay, by telephone. The Contractor shall provide written follow-up confirmation within forty-eight (48) hours of telephone notification. In the event that a land corner is disturbed or damaged it shall be reset with a 4" x 4" concrete monument, which shall be protected in a cast iron valve box, if in pavement.

Prior to the issuance of final completion, the Contractor shall submit certified corner records, prepared by a Professional Surveyor and Mapper, for all altered, reset and/or relocated public land corners to the Florida Department of Environmental Protection, Bureau of Survey and Mapping, in accordance with the requirements of Chapter 177.507 of the Florida Statutes. A certified copy shall also be provided to the Project Manager. Furthermore, the Professional Surveyor and Mapper will note on the As-Built Plans the location of all corners set or found and submit copies of all field notes to the County Surveyor or his/her agent.

**National Geodetic Survey (N.G.S.)/United States Coast & Geodetic Survey (U.S.C. & G.S.) Monuments:** The Contractor shall immediately notify the Project Manager of any N.G.S./U.S.C. & G.S. monuments which may be in danger of being disturbed. For instructions on how to relocate any N.G.S. monuments the CONTRACTOR shall notify in writing:

State Geodetic Advisor  
Bureau of Surveying and Mapping  
3900 Commonwealth Blvd., Suite 105  
Tallahassee, FL 32399-3000  
Phone: (850) 245-2606  
Fax: (850) 245-2645

Orange County Surveyor  
Engineering Division, Public Works Dept  
4200 S. John Young Parkway  
Orlando, FL 32839-9205  
Phone: (407) 836-7881  
Fax: (407) 836-8033

The Contractor shall bear all costs of establishing, relocating or re-establishing all disturbed N.G.S. monuments, public land corners, property corners, or right-of-way monuments.

Survey field book(s) shall be used throughout the course of the project by the contractors PSM.

The complete survey field book(s) shall be submitted to the County Surveyor concurrently with the submission of the Contractor's requisition for final payment. When a data collector is used, the Contractor shall also submit a paper copy of the raw data files bound in a book, together with the electronic copy on a disk.

## **CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall provide a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. The superintendent shall be capable of properly interpreting the contract documents, have sufficient experience in highway/street construction, and be able to speak and understand English. The superintendent shall have full authority to receive instructions from the Project Manager and to execute the orders or directions of the Project Manager, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Contractor shall furnish the qualifications of the proposed superintendent to the Project Manager at the preconstruction conference. The County will be the sole determiner of whether or not the experience of the superintendent is sufficient for the purposes of this paragraph. At least one other responsible person who speaks and understands English shall be on the project during all working hours.

**Supervision for Emergencies:** A responsible person, who speaks and understands English, shall be available at or reasonably near the worksite on a 24-hour basis, seven days a week. This person shall be designated as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. A list of the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, shall be submitted, by certified mail, to the Florida Highway Patrol and all other local law enforcement agencies.

**Certifications/Permit Compliance:** The Contractor shall prepare and submit all certifications required by regulatory agencies having jurisdiction over the project.

**Protection of Property:** The Contractor shall be responsible for any damage whatsoever whether occurring within or outside of the boundaries of the project including any property adjacent to the project when such damage is caused in whole or in part by any act of the Contractor or any employee, agent or subcontractor working under, with or in privity to the Contractor. The Contractor and all the aforementioned parties shall stay off private property adjacent to the project unless the Contractor receives from the affected property owner a written release, which specifically releases the County from any liability for any damage to such property caused by any acts other than those of the County. This written release must be acceptable in form to the Project Manager and delivered to and accepted by the Project Manager before the Contractor makes any entry upon such private property. The Contractor shall also obtain all necessary permits and approvals from all regulatory agencies for all activities to be conducted by the Contractor on the private property. Necessary approvals may include, but are not limited to the United States Army Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Florida Department of Transportation, the applicable Water Management District, the Orange County Environment Protection Division (EPD), and applicable municipal agencies for properties located within incorporated areas. The Contractor shall provide written documentation to the Project Manager of the necessary approvals and permits having been obtained.

The Contractor shall submit to the Project Manager a current aerial map (11" x 17" minimum size) depicting at a minimum the temporary staging area including property lines, easement lines, and

right-of-way lines. For all projects that require a staging area, the Project Manager will submit the aerial map to the Manager of the Orange County Environmental Protection Division (EPD) with a request to perform a cursory review of the Contractor's proposed temporary staging area. Within 30 calendar days of receipt of the request, EPD will provide a summary to the Project Manager of any natural resource issues or concerns that occur on the site for the Contractor's consideration. The Contractor is hereby notified that the proposed temporary staging area shall not be utilized until such time as EPD completes their cursory review and all other items within the contract documents pertaining to the temporary staging area are satisfied. No additional time or special compensation will be made to the Contractor to defray costs of any of the work or delays for complying with the requirements of the above.

**Site Investigation:** The Contractor shall satisfactorily determine, prior to beginning each project, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on substrata or groundwater table conditions will not be allowed.

Information available to the County on subsoil conditions is available to bidders as information only and solely for the convenience of bidders. The County does not warrant or guarantee the accuracy or correctness of this information with respect to actual subsurface conditions. The Contractor shall will make no claims against the County if, in carrying out the work, they find that actual conditions encountered do not conform to those indicated.

Information shown on the plans as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, the Contractor shall determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from the Contractor's activities.

Unless otherwise noted, the Contractor shall take ownership of all materials encountered which are designated to be removed or not incorporated into the work, such as paving materials, paving brick, asphalt block, RAP/Milled material, concrete slab, sidewalk, curb and gutter, pipe materials, etc., excavated in the removal of existing pavements, and dispose of them outside of the right-of-way. Payment for this item will be included in Pay Item No. 110-1 Clearing and Grubbing.

**Use of Public Roads and Streets:** Use of public streets shall be such as to provide a minimum of inconvenience to the public and to traffic. Any earth or excavated material spilled from trucks shall be removed by the Contractor and streets cleaned to the satisfaction of the Project Manager. Cleaning may include street sweeping and/or washing, if so directed by the Project Manager.

The Contractor shall provide vehicular access to each residence, subdivision and other public roads at all times.

**Care of trees, Shrubs and Grass:** The Contractor shall maintain in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this contract. After completion of the work, the Contractor shall replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint. No additional time or

special compensation will be made to the Contractor to defray costs of any of the work or delays for complying with the requirements above.

**Damage to Existing Structures and Utilities:** The Contractor shall make good all damage resulting from his activities, both within and beyond the limits of this contract, to buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures, which may be encountered, whether or not shown on the plans.

**Final Clean Up:** The entire street shall be cleaned by sweeping or washing, as determined by the Project Manager, prior to final acceptance.

### **WORK BY OTHERS AND UTILITY COORDINATION**

The Contractor shall cooperate with owners of any underground or overhead utilities in their removal and relocation operations, in order that these operations may progress in a timely, reasonable and orderly manner and that service rendered by these parties will not be interrupted.

Excavators shall comply with Florida Statutes, Chapter 553.851, regarding notification of existing gas and oil pipeline company owners prior to excavating. **Evidence of such notice shall be furnished to the Project Manager prior to excavating.** During the period of this contract, the Contractor shall coordinate all utility relocations and adjustments necessary for the project. If utility relocation is required, the Contractor shall conduct meetings weekly or at a frequency approved by the Engineer with all affected Utility Owners, and the minutes of those meetings shall be distributed to each Utility owner, the Project Manager, and any other affected entity. The Contractor shall incorporate the durations listed in the Utility Relocation Schedules into the contract schedule, and transmit copies of that schedule to each Utility owner. The Contractor shall constantly communicate the status of the progress of the project to the Utility Owners, and advise them of any potential impacts to the progress due to the presence of the utilities. The Contractor shall keep the County and the County's Project Manager apprised of all developments related to Utility Relocation and job progress. The Contractor will not be entitled to additional compensation or time from County as a result of failure of any utility to remove, relocate, or install their facilities within any particular time frame.

### **MISCELLANEOUS**

Whenever any provision of the contract documents requires giving of notice by the County, it shall be deemed to have been validly given if delivered in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered or certified mail (postage prepaid) and delivered to the last business address known to the County.

### **PROSECUTION AND PROGRESS OF WORK**

**Submission of Working Schedule:** The Contractor shall provide a weekly schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the established contract time. The order and interdependence of activities and the sequence for accomplishing the work shall be shown. All activities shall be described in sufficient detail so that the County can readily identify the planned work and measure the progress of each activity. Each activity shall be shown with a beginning work date, duration, and monetary value.

Activities for the procurement, fabrication, and/or delivery of materials and equipment shall be included. Activities indicating coordination with utility owners that have facilities within the limits of construction requiring adjustment or relocation shall be included.

An updated Work Progress Schedule shall be submitted monthly to the County. All changes in the planned order start or finish dates, or duration of an activity shall be applied.

A revised Work Progress Schedule shall be submitted to the County for acceptance when significant changes are made to the logic or durations of the activities. The County will review the corrected schedule and respond within 7 calendar days of receipt.

The County will return inadequate schedules to the Contractor for corrections. A corrected schedule shall be resubmitted within three (3) calendar days from the date of the County's return transmittal. By acceptance of the schedule, the County does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

The County will use the initially accepted schedule as the baseline against which to measure progress and identify critical activities that are controlling items of work.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the County will withhold all contract payments until the schedule is accepted.

**Work Hours:** Project work hours shall be between 7:00 AM and 6:00 PM Monday through Friday, exclusive of normal Orange County holidays, unless approved otherwise by the Project Manager. The Contractor shall request approval from the Project Manager at least 72 hours in advance for work outside those hours. Work before 7:00AM or after 3:30PM, or on days other than the above described normal work days, and requiring the presence of the County's resident project representative will require that the Contractor reimburse the County for the salary and overtime cost of the resident project representative. Reimbursement shall be made by the Contractor at the rate of \$45.00 per hour by check payable to the Board of County Commissioners accompanying each monthly pay request. Each pay request shall include a tabulation of the overtime dates, times, hours and costs for the preceding month. The amount of the check shall agree with the tabulated total. In the event the Contractor chooses to not submit a pay request when normally due for work he has completed, the Contractor shall submit a pay request showing that no payment is due to him, and shall include the tabulation of the overtime worked during the preceding month. Payment shall be made for overtime work performed to address emergencies outside the above described normal working hours, unless the resident project representative determines, at their sole discretion that the emergency is the result of actions by third parties.

**Compliance with Time Requirements:** The Contractor shall commence work in accordance with the accepted Work Progress Schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth. Should the Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the accepted schedule, the County may withhold all estimates that are, or may become due, and/or suspend the work until the Contractor corrects such deficiencies.

**Video Survey:** The Contractor shall submit a quality video documenting before and after construction field conditions for the entire project. The Project Manager will approve all views. Payment for this item will be included in other items of work.

## **METHOD OF MEASUREMENT**



All measurements for payment will be based on the completed work performed in strict accordance with contract documents. All work completed under this contract shall be measured by the Contractor or their representatives in the presence of the Project Manager.

1. **ROADWAY IMPROVEMENTS:** Work under this contract shall consist of landscape improvements within public right-of-way.
2. **LANDSCAPE INSTALLATION AND ESTABLISHMENT:** Landscape improvements shall include landscape installation and establishment, tree relocation and/or removal and landscape project site maintenance including pruning, mowing, fertilizing, weeding, edging, herbicide treatment, grass clippings removal, brush control, litter pick-up, replanting, and integrated pest management.

During the establishment period, all landscape improvements shall be maintained. The cost of maintaining the Landscape improvements including all work and incidental costs, except mowing shall be included in the price stipulated for in Pay Item 580, Landscape Installation. Mowing shall be included in the price stipulated for in Pay Item 570 Performance Turf.

3. **UTILITY COORDINATION:** The Contractor shall coordinate any utility improvements and/or relocations for this project. The Contractor shall not use utility delays as a basis for additional compensation. The Contractor shall coordinate with utilities and cooperate fully with utility companies in the relocation of their facilities.
4. **MAINTENANCE OF TRAFFIC:** At the pre-construction conference, the Contractor shall submit a detailed Maintenance of Traffic plan approved by Orange County, Traffic Engineering to the Orange County Highway Construction Division. The Maintenance of Traffic plan shall address the maintenance of vehicular and pedestrian traffic between the limits of construction, as well providing business signage for all business along the corridor, and shall be signed and sealed by a Professional Engineer registered in the State of Florida. The cost of preparing this plan, including permit fee \$128.00 shall be included in Pay Item 102-1, Maintenance of Traffic. The attached Maintenance of Traffic plans provided by the COUNTY is for reference and guidance only. The Contractor will not be entitled to any additional compensation as a result of the Maintenance of Traffic plan they choose to use, whether or not they prepared such plan.
5. **PEDESTRIAN WALKWAY:** The Contractor shall provide and maintain a safe walkway for pedestrians along the limits of the project and for the entire project duration. The cost will be included under Pay Item 102-1 Maintenance of Traffic.
6. **PAY ITEMS:** The cost of all equipment, materials and labor for temporary or permanent facilities necessary to construct the improvements identified in the, specifications, or other contract documents shall be deemed to be included in the various items making up the contract price. No separate payment will be made to the Contractor for any such equipment, materials and labor for which a separate Pay Item has not been provided. No adjustments will be made on this contract to the bid price of any product or material, including gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers, or any other reasons.

7. **REQUEST FOR ADDITIONAL INFORMATION (RAI):** The County will require a reasonable amount of time, at least 10 business days, to respond to any RAI submitted by the Contractor. Any delay in responding to the RAI cannot be used as a reason to reimburse for any additional compensation, including delay claims.

8. **EARTHWORK:** The County grants access to all the bidders to the entire project limits. The bidders are responsible for obtaining approval from all the regulatory agencies that have jurisdiction for investigative work. A Right-of-Way Utilization Permit shall be issued by the Highway Construction Division for performing borings within the project limits. Contact the Highway Construction Division to obtain information regarding a Right-of-Way utilization permit. The bidders shall be entirely responsible to ensure that all the disturbed areas are restored to as good as or better than the existing conditions. The bidders shall be responsible to comply with all permit conditions, rules and regulations including but not limited to NPDES and threatened and endangered species.

9. **PERMITS:**

• **National Pollutant Discharge Elimination System (NPDES) permit**

**General:** The Contractor shall obtain or modify, as necessary, all dewatering and land clearing permits required by State and County agencies pursuant to 62-621.300 F.A.C. and Orange County Code.

**Land Clearing:** The Contractor shall prepare and submit the Notices of Intent (NOI) and the Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP). The Contractor adhere to the construction plan sheet documents addressing the Stormwater Pollution Prevention Plan (SWPPP) and shall identify and incorporate any and all additional needs to prevent, control and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. In the event no SWPPP is provided, the Contractor shall prepare the SWPPP. The SWPPP and NOI forms, attached to this document, shall be completed and submitted by the Contractor to the County prior to the preconstruction meeting.

- The NOI shall be submitted at least two days prior to commencement of construction (permit fees are the responsibility of the Contractor).
- The NOT shall be submitted within 14 days of final completion of the project (permit fees, if any, are the responsibility of the Contractor).

The Contractor shall be responsible for compliance with the EPA's NPDES Stormwater Construction permit, the Stormwater Pollution Prevention Plan and the FDEP Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land. Furthermore, the Contractor shall also comply with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The Contractor shall comply with the requirements indicated by the Florida Department of Environmental Protection.

The cost of this work will be included under pay item No 104-14 - Prevention, Control and Abatement of Erosion and Water Pollution.

## **REQUIRED LICENSES AND CERTIFICATIONS**

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the County's Representative at any given time during the term of this contract.

1. Florida Department of Agriculture Commercial Landscape Maintenance Applicator Certification
2. International Society of Arboriculture (ISA) Arborist Certification
3. Florida Department of Transportation (FDOT) Temporary Traffic Control (TTC) Maintenance of Traffic (MOT) certificate Intermediate or higher
4. Florida Green Industries Best Management Practices Certification
5. Limited Urban Commercial Fertilizer Applicator Certification

## **MINIMUM EQUIPMENT REQUIREMENTS**

The Contractor shall ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment on site, which is deemed by the County's Representative to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at his/her expense the same day of the County's determination. A list of equipment shall be submitted on company's letterhead within three (3) days of contract award. The following equipment is suggested for the life of the contract:

1. Wheel loader with tree boom and digging attachments
2. FDOT Water wagons or trailer, if trailer a truck to tow it.
3. FDOT approved Traffic control signs and safety cones
4. Attenuator truck or trailer, if trailer a truck to tow it.
5. Mowers
6. Flatbed trailers

**SECTION 4**  
**BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**

**IMPORTANT NOTE:**

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**  
*(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

**Bidders are cautioned,** when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

**STATEMENT OF NO-BID**

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

**SUBMITTAL LABEL:**

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Mercell Source-to-Contract Platform (formerly Negometrix) platform only at: <https://app.negometrix.com/buyer/691>

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

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

Company : \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone/ Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

CONTACT: **MELISA VERGARA**  
IFB NUMBER: **Y22-102-MV**  
TITLE: **MEDIAN TREE PROGRAM**

BID DUE DATE: \_\_\_\_\_

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

## QUALIFICATION OF BIDDERS

### **BID PACKAGE REQUIREMENTS:**

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.
- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Merzell Source-to-Contract Platform (formerly Negometrix) platform only at: <https://app.negometrix.com/buyer/691>
- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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

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

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form  
(Required)

Bidder shall complete the attached Reference Documentation Form, with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

**REFERENCES:** Bidder shall supply (with form) a list of three similar projects successfully completed **by the Bidder, as Prime Contractor** within the last eight (8) years.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

**Similar Projects**

“Similar projects” for the purpose of this Invitation for Bids has been defined as: a road landscape project which construction has been successfully completed within the eight (8) years immediately preceding the submittal date for bid in response to this Invitation for Bids and shall contain the following elements:

**Project Elements**

- a) Installation and establishment of roadway landscaping, including mowing, in an urban area having a minimum length of 0.5 miles and a construction cost, which excludes any utility work, equal to or greater than seventy-five thousand dollars (\$75,000) for a governmental agency. For purposes of this Invitation for Bids, “urban” is defined as projects, which traverse an urbanized area, which may have multiple intersecting streets and connecting driveways.
- b) Installation or establishment of landscaping must have been certified by a Registered Landscape Architect or a Certified Arborist.
- c) Construction coordination with state and/or local transportation agencies staff, such as, Florida Department of Transportation, Orlando Orange County Expressway Authority, cities, counties, and railroad.
- d) Coordination with utility companies.

- [ ] 2. Submit the name and a copy of the license for one Certified Pest Control Licensee with Pesticide Application qualified from Florida Department of Agriculture Consumer Services Pesticides Certification Office, Commercial Applicator License category 5A and 6 in the name of Company or for a company employee.  
**(Required)**
- [ ] 3. Submit copies of an ISA Certified Arborist on staff who will supervise all work performed under this contract.  
**(Required)**
- [ ] 4. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.  
**(Required)**
- [ ] 5. Bid Response Form  
**(Required)**
- [ ] 6. Acknowledgement of Addenda  
**(Required if Applicable)**

- [ ] 7. Authorized Signatories/Negotiators  
**(Required)**
- [ ] 8. Drug-Free Workplace  
**(Required)**
- [ ] 9. Schedule of Sub-contracting  
**(Required if Applicable)**
- [ ] 10. Conflict/Non-Conflict of Interest Form  
**(Required)**
- [ ] 11. E-Verification Certification  
**(Required)**
- [ ] 12. Current W9  
**(Required)**
- [ ] 13. Relationship Disclosure Form  
**(Required to be Submitted and Notarized)**
- [ ] 14. Orange County Specific Project Expenditure Report.  
**(Required to be Submitted and Notarized)**
- [ ] 15. Agent Authorization Form  
**(Submit if Applicable)**
- [ ] 16. Leased Employee Affidavit  
**(Submit if Applicable)**
- [ ] 17. Information for determining Joint Venture Eligibility (if Applicable)  
**(Submit if Applicable)**
- [ ] 18. Contract Y22-102-MV, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.  
**(Required)**

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



**BID RESPONSE FORM  
IFB #Y22-102-MV**

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

<b>ROADWAY MEDIAN TREE PAY ITEMS</b>								
<b>Table 1 (Purchase and Installation of Trees, Palms and Sod)</b>								
<b>ITEM NO.</b>	<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>X</b>	<b>UNIT PRICE</b>	<b>=</b>	<b>TOTAL ESTIMATED BID</b>
1	101-1	MOBILIZATION	32	MILE	X	\$	=	\$
2	102-1	MAINTENANCE OF TRAFFIC	15	MILE	X	\$	=	\$
3	570-1	PERFORMANCE TURF	140,000	SY	X	\$	=	\$
4	580-1-1	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14'-16' H	50	EA	X	\$	=	\$
5	580-1-1A	LANDSCAPE INSTALLATION	50	EA	X	\$	=	\$
6	580-1-2	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H	50	EA	X	\$	=	\$
7	580-1-2A	LANDSCAPE INSTALLATION	50	EA	X	\$	=	\$

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

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
8	580-1-3	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H	70	EA	X	\$	=	\$
9	580-1-3A	LANDSCAPE INSTALLATION	70	EA	X	\$	=	\$
10	580-1-4	JUNIPERUS CHINESIS "TORULOSA" (JC) 8' H	260	EA	X	\$	=	\$
11	580-1-4A	LANDSCAPE INSTALLATION	260	EA	X	\$	=	\$
12	580-1-5	JUNIPERUS CHINESIS "SPARTAN" (JS) 6' H	100	EA	X	\$	=	\$
13	580-1-5A	LANDSCAPE INSTALLATION	100	EA	X	\$	=	\$
14	580-1-6	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14'-16' H	75	EA	X	\$	=	\$
15	580-1-6A	LANDSCAPE INSTALLATION	75	EA	X	\$	=	\$
16	580-1-7	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14'-16' H	75	EA	X	\$	=	\$
17	580-1-7A	LANDSCAPE INSTALLATION	75	EA	X	\$	=	\$

---

**COMPANY NAME**

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
18	580-1-8	QUERCUS VIRGINIANA "HIGHRISE" (QH) 3"-4" CAL/12'-16' H	20	EA	X	\$	=	\$
19	580-1-8A	LANDSCAPE INSTALLATION	20	EA	X	\$	=	\$
20	580-1-9	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 1.5 -2.5" CAL	200	EA	X	\$	=	\$
21	580-1-9A	LANDSCAPE INSTALLATION	200	EA	X	\$	=	\$
22	580-1-10	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LJ) SINGLE 2.5"-3.5" CAL	1000	EA	X	\$	=	\$
23	580-1-10A	LANDSCAPE INSTALLATION	1000	EA	X	\$	=	\$
24	580-1-11	ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY) (JB) 2.5"-3.5" CAL	200	EA	X	\$	=	\$
25	580-1-11A	LANDSCAPE INSTALLATION	200	EA	X	\$	=	\$
26	580-1-12	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 4"-5" CAL / 7'-8' H	300	EA	X	\$	=	\$

---

**COMPANY NAME**

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED BID
27	580-1-12A	LANDSCAPE INSTALLATION	300	EA	X	\$	=	\$
28	580-1-13	TAXODIUM DISTICHUM "BALD CYPRESS" (BD) 12'-15' HT./ 2"-4" CAL.	50	EA	X	\$	=	\$
29	580-1-13A	LANDSCAPE INSTALLATION	50	EA	X	\$	=	\$
30	580-2-1	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 10'-14'	50	EA	X	\$	=	\$
31	580-2-1A	LANDSCAPE INSTALLATION	50	EA	X	\$	=	\$
32	580-2-2	PHOENIX ROEBELENI (PR) "PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES	600	EA	X	\$	=	\$
33	580-2-2A	LANDSCAPE INSTALLATION	600	EA	X	\$	=	\$
34	580-2-3	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' to 8' HT., STRAIGHT TRUNKS	200	EA	X	\$	=	\$
35	580-2-3A	LANDSCAPE INSTALLATION	200	EA	X	\$	=	\$
<b>TOTAL ESTIMATED BID FOR TABLE 1 (LINES 1 THROUGH 35)</b>							=	\$

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

**ROADWAY MEDIAN TREE PAY ITEMS**  
**Table 2 (Maintenance is 24 months)**

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
36	102-1	MAINTENANCE OF TRAFFIC	15	MILE	X	\$	=	\$
37	570-2	TURF ESTABLISHMENT, MOWING AND MULCH	15	ACRE	X	\$	=	\$
38	580-1-1B	ACER RUBRUM "RED MAPLE" (RM) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$	=	\$
39	580-1-2B	ILEX X ATTENUATA (HOLLY) (IA) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$	=	\$
40	580-1-3B	MAGNOLIA GRANDIFLORA "SOUTHERN MAGNOLIA" (MG) LANDSCAPE ESTABLISHMENT	70	24 (MONTHS)	X	\$	=	\$
41	580-1-4B	JUNIPERUS CHINESIS "TORULOSA" (JC) LANDSCAPE ESTABLISHMENT	260	24 (MONTHS)	X	\$	=	\$
42	580-1-5B	JUNIPERUS CHINESIS "SPARTAN" (JS) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$	=	\$
43	580-1-6B	QUERCUS SHUMARDII "SHUMARD" (QS) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$	=	\$
44	580-1-7B	QUERCUS VIRGINIANA "CATHEDRAL" (QV) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$	=	\$

**NOTE: TOTAL ESTIMATED BID = ESTIMATED QUANTITY X 24 MONTHS X UNIT PRICE**

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

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
45	580-1-8B	QUERCUS VIRGINIANA "HIGHRISE" (QH) LANDSCAPE ESTABLISHMENT	100	24 (MONTHS)	X	\$	=	\$
46	580-1-9B	CHIONANTHUS VIRGINICUS" "FRINGE TREE" (CV) LANDSCAPE ESTABLISHMENT	1000	24 (MONTHS)	X	\$	=	\$
47	580-1-10B	LAGERSTROEMIA INDICA "CRAPE MYRTLE-WHITE" (LI) LANDSCAPE STABLISHMENT	1000	24 (MONTHS)	X	\$	=	\$
48	580-1-11B	ELAEOCARPUS DENTATUS (JAPANESE BLUEBERRY) (JB) LANDSCAPE ESTABLISHMENT	500	24 (MONTHS)	X	\$	=	\$
49	580-1-12B	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$	=	\$
50	580-1-13B	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) LANDSCAPE ESTABLISHMENT	50	24 (MONTHS)	X	\$	=	\$
51	580-2-1B	SABAL PALMETTO (SP) "CABBAGE PALM" LANDSCAPE ESTABLISHMENT	1000	24 (MONTHS)	X	\$	=	\$
52	580-2-2B	PHOENIX ROEBELENI (PR) "PYGMY" LANDSCAPE ESTABLISHMENT	200	24 (MONTHS)	X	\$	=	\$
53	580-2-3B	PHOENIX SYLVESTRIS (PS) "SYLVESTER" LANDSCAPE ESTABLISHMENT	120	24 (MONTHS)	X	\$	=	\$
<b>TOTAL ESTIMATED BID FOR TABLE 2 (LINES 36 THROUGH 53)</b>							=	\$

**NOTE: TOTAL ESTIMATED BID = ESTIMATED QUANTITY X 24 MONTHS X UNIT PRICE**

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

<b>TOTAL ESTIMATED BID FOR TABLE 1 (LINES 1 THROUGH 35)</b>	=	\$
<b>TOTAL ESTIMATED BID FOR TABLE 2 (LINES 36 THROUGH 53)</b>	=	\$
<b>TOTAL ESTIMATED THREE YEARS BID (LINES 1 THROUGH 53)</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 fourteen (14) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at [Melisa.Vergara@ocfl.net](mailto:Melisa.Vergara@ocfl.net)

---

**COMPANY NAME**

**BID RESPONSE FORM - CONTINUED**  
**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: \_\_\_\_\_

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

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

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

\_\_\_\_\_  
(County)      (State)      (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_



**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name	Title	Telephone Number/Email

(Signature)	(Date)
(Title)	
(Name of Business)	

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

**Type of Organization**

Sole Proprietorship       Partnership       Non-Profit  
 Joint Venture\*       Corporation

**State of Incorporation:** \_\_\_\_\_

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

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

Federal I.D. number is: \_\_\_\_\_

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

**REFERENCE DOCUMENTATION FORM**

List at least three (3) clients during the past eight (8) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**SCHEDULE OF SUBCONTRACTING, IFB NO. Y22-102-MV**

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

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

Company Name: \_\_\_\_\_

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

**CHECK ONE**

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

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

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

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

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

\_\_\_\_\_  
TITLE

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

## E VERIFICATION CERTIFICATION

Contract No.Y22-102-MV

**NAME OF CONTRACTOR:** \_\_\_\_\_ (referred to herein as  
“Contractor”)

**ADDRESS OF CONTRACTOR:**

---

---

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

**In accordance with Section 837.06, Florida Statutes, Contractor acknowledges 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 Section 775.082 or Section 775.083, Florida Statutes.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



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

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

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

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

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

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

Name of Bidder's Authorized Agent:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

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

**Part II**

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

\_\_\_ YES \_\_\_ NO

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

\_\_\_ YES \_\_\_ NO

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

\_\_\_ YES \_\_\_ NO

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

---

---

---

(Use additional sheets of paper if necessary)



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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

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

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **CONCLUSION:**

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

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

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

### **Part I**

**Please complete all of the following:**

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

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

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

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







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

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

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

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

#### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

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

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

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

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

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

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

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

**CONCLUSION:**

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

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



## LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

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

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

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

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2**

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

(a) Profit and loss sharing:

---

---

(b) Capital contributions, including equipment:

---

---

(c) Other applicable ownership interests:

---

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

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as:

(1) Estimating:

---

---

---

(2) Marketing and sales:

---

---

---

(3) Hiring and firing of management personnel:

---

---

---



**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3**

(4) Purchasing of major items or supplies:

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

(c) Supervision of field operations:

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

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

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

**AFFIDAVIT**

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

Name of Firm: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_





**CONTRACT NO. Y22-102-MV  
MEDIAN TREE PROGRAM**

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

1. 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 deliver.
  - 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 or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Orange County Public Works Fiscal and Operational Support Division  
Attn: Patricia Davis  
4200 South John Young Parkway  
Orlando, FL 32839

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

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y22-102-MV, MEDIAN TREE PROGRAM - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion  
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

\_\_\_\_\_  
(COMPANY NAME)

BY: \_\_\_\_\_ (Authorized Signatory)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

NOTICES: \_\_\_\_\_ (Address)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State Zip)  
\_\_\_\_\_  
(Phone)  
\_\_\_\_\_  
(Email)

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

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

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

6. Counterpart (2):  
Orange County's Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y22-102-MV, MEDIAN TREE PROGRAM - Term Contract.**
  - B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE.**
  - C. The estimated contract award for the initial term of the contract is  
  
\$ \_\_\_\_\_
  - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
  - E. This contract may be renewed as provided in the Invitation for Bids.
  - F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
  - G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**ORANGE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Perry Davis, Contracts Supervisor  
Procurement Division

DATE: \_\_\_\_\_

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

**ATTACHMENT A**  
**SUBSTANTIAL COMPLETION FORM**

Not less than 14 days after the scheduled installation completion, a walk through with the County shall be performed. The Establishment Period will begin once all items on the “Substantial Completion Form” have been performed and accepted by the County.

**Project:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Form Completed By:** \_\_\_\_\_  
  
**Inspector:** \_\_\_\_\_  
**Chief Inspector:** \_\_\_\_\_

- TREES AND PALMS MUST MEET FL. NO 1
  - Vigorous
  - Undamaged
  - free of pests and disease
  - hydrated and nourished
  - grow and maintain form and general appearance specified in the contract documents and the Establishment Plan
  - plants pruned to maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, traffic control signals and devices, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access.
- Planting beds must be free of litter, debris, excess material and undesirable vegetation.
- Planting bed must be edged correctly, and the mulch groomed and replenished as specified in the contract documents.
- Remove staking and guying from all fully established plants
- Mowing completed and litter removed from the turf areas as depicted and specified in the contract documents.

**FINAL ACCEPTANCE**

**Inspector:** \_\_\_\_\_  
**Chief Inspector:** \_\_\_\_\_

\_\_\_\_\_ Acceptance of project work by the project manager upon the expiration of the warranty period required by the Contract documents.

**ATTACHMENT B**  
**MONTHLY INSPECTION FORM**

INSTRUCTIONS: Submitted monthly during the Establishing period to the Engineer (this will also serve backup for monthly invoicing); multiply forms may be required to adequately document deficiencies.			
Project Name:	Delivery Order No.	Contract Number:	
Project Description:	Establishment Period - Beginning Date:	Establishment Period - Ending Date:	
	Date of Inspection:	Date of Submittal:	
	Weather Conditions (General condition, precipitation, and temperature):		
<b>Conditions of Planting/Activity Evaluated:</b>	<b>Comments: Indicate when each activity has taken place including identification of Tree or Palm No.- must be in accordance with approved Installation or Establishment Plans</b>	<b>Deficiency and Location: Tree or Palm No.</b>	<b>Photo #: Required for damaged, replacement or below FL no. 1</b>
Watering			
Fertilization			
Mulching			
Pruning			
Staking and Guying			
Planting beds free of litter and undesirable vegetation			
Edging			
Clipping Removal			
Health			
Vigor			
Damage (physical and chemical)			
Replacement of Plants falling below Florida #1			
Layout (per project documents-attach field adjustments			
Condition and date of Turf, Mowing, and Mulch			

\_\_\_\_\_  
Responsible Party