

RFP OCLS-20-002
REQUEST FOR PROPOSALS
Landscaping And Ground Maintenance Services for OCLS
Term Contract

Issue Date: March 4, 2020

Due Date: April 22, 2020

PURPOSE:

The Orange County Library System (LIBRARY), an independent special taxing district to the State of Florida, is soliciting sealed written proposals from Florida-licensed landscaping and ground maintenance firms (herein referred to as FIRM or Proposer or Proposer) to provide professional landscaping, ground maintenance, tree trimming and irrigation system repair services to 9 of its 16 locations (SERVICES). The responses to this Request For Proposal (RFP) are to include the SERVICES and frequencies as identified in this RFP. Therefore, the Library seeks a FIRM to provide professional landscaping, ground maintenance, tree trimming and irrigation system repair services, including all required chemicals, lawn care equipment (i.e.: mowers, edger's, leaf blowers, lifts, chain saws, rakes, shovels, etc.), and training, as detailed in this RFP. Copies of the Request For Proposal may be obtained from the LIBRARY's RFP Project Coordinator noted below.

RFP PROJECT COORDINATOR:

To ensure that your PROPOSAL is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your communications concerning this RFP should be directed in writing to the RFP Project Coordinator listed below.

Name: Kristopher Shoemaker, Chief Financial Officer
E-Mail: OCLSBIDS@ocls.info

Proposers shall not contact any member of the LIBRARY or the LIBRARY's Board of Trustees (except as provided below) regarding this RFP until such time as a contract is awarded. All inquiries pertaining to this Request For Proposal must be directed in writing through the RFP Project Coordinator noted above.

ORAL INTERPRETATION:

No oral interpretation of this Request For Proposal shall be considered binding. The LIBRARY shall be bound by information and statements only when such statements are written and executed under the authority of the LIBRARY's Chief Financial Officer.

SOLICITATION ACCEPTANCE/REJECTION/CANCELLATIONS:

The LIBRARY reserves the right to accept or to reject any or all Proposals and to make the award to that FIRM who, in the opinion of the LIBRARY, will be in the best interest of and/or the most advantageous to the LIBRARY. The LIBRARY also reserves the right to reject the Proposal of any FIRM 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 LIBRARY's opinion, is not in a position to perform properly under this award. The LIBRARY reserves the right to inspect all facilities and equipment of the FIRM in order to make a determination as to the foregoing. The LIBRARY reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid. Award will be made to the lowest responsive and responsible FIRM as determined by the LIBRARY.

The LIBRARY reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.

The LIBRARY reserves the right, and the Chief Financial Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by LIBRARY's Board of Trustees when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest.

DRAFT CONTRACT:

A contract for professional landscaping, ground maintenance, tree trimming and sprinkler system repair services shall be entered into after the successful FIRM is selected, including a schedule of monthly rates, service level agreements, quality control program, etc. The contract that the LIBRARY intends to use for award is attached for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The LIBRARY has the right to require the selected proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

PROJECT OVERVIEW:

The LIBRARY is seeking one (1) firm to provide the SERVICES under a term contract for a three (3) year initial period with two (2) one (1) year extensions, for a total of five (5) possible years. See Attachment A "Scope of Services" for complete list of requirements and specifications for the project.

The Library currently consists of a Main Library and fifteen (15) branch locations throughout Orange County, Florida. The awarded Firm will provide SERVICES to the Main Library and eight (8) of the fifteen (15) branch locations. The addresses and operating times of the nine (9) locations are described on Attachment B "Branch Locations".

SCOPE OF SERVICES:

Overview of Services. The FIRM shall provide and or perform professional landscaping, ground maintenance, tree trimming and irrigation repair services to nine (9) of the Library's current sixteen (16) locations and any future branch locations.

Specific Services. See Attachment A "Scope of Services" for a through detail of SERVICES to be delivered. See Attachment B "Branch Locations" for when and where SERVICES are to be delivered.

The successful FIRM will furnish all the labor, services, materials, equipment, tools, supplies, chemicals, and all other things necessary for the timely and proper completion of the landscaping and ground maintenance services required by the RFP.

The successful FIRM will, at all times, furnish sufficient skilled workers, materials and equipment to perform all work. All materials and equipment provided will be new, free from all defects, fit for the purpose for which they are intended, and merchantable.

As part of the overall project plan, the FIRM must develop a communication plan that ensures timely and appropriate generation, collection and dissemination of information to the Library's Contract Administrator or designee. In addition, the FIRM must provide periodic reporting and attend status meetings.

The FIRM must develop an implementation plan identifying the most efficient and effective approach to implementation based on the FIRM's experience.

The FIRM must develop a quality assurance plan to ensure the SERVICES delivered are acceptable to the LIBRARY and meet the RFP and Contract specifications.

INSTRUCTIONS TO FIRMS:

FIRMS or companies desiring to provide SERVICES, as described herein, shall submit Responses in one sealed package and clearly labeled "RFP OCLS-20-002 REQUEST FOR PROPOSAL Landscaping and Ground Maintenance Services for OCLS".

- Said package shall have the FIRM's company name and address listed on the outside of the package.
- Said package shall contain: one (1) original Proposal (clearly marked), four (4) copies (a total of 5 printed Proposals) and one (1) electronic copy on a USB drive for document management purposes. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- **Proposals shall be submitted no later than 3:00 P.M. local time, on Wednesday, April 22, 2020 to:**

Orange County Library System
Attn: Kristopher Shoemaker, Chief Financial Officer
5th Floor Human Resources Reception Desk
101 East Central Blvd.
Orlando, Florida 32801

- 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.

- **Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address and specifically to the 5th floor reception desk. The LIBRARY will not be responsible for deliveries made to any place other than the specified address and floor location noted above.**
- The time and date for receipt of Proposals will be strictly observed. The LIBRARY shall not be responsible for late deliveries or mail delays. The date stamp and clock in the LIBRARY's 5th Floor Human Resources Reception Desk shall serve as the official authority to determine timeliness of the Proposal. FIRMs accept all risks of late delivery of mailed and hand delivered responses regardless of fault.
- Proposals received after the specified time and date shall be considered non-responsive and will be returned unopened. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.
- Faxed or e-mailed Proposals shall be rejected as non-responsive, regardless of where and when the fax or e-mail is received.
- All responses must be signed by an officer or employee having authority to legally bind the FIRM.
- All information submitted will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All responses and accompanying documentation will become the property of the LIBRARY and will not be returned.
- Any response may be withdrawn prior to the date and time the responses are due. Any response not withdrawn prior to the date and time responses are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the response.

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PRELIMINARY SCHEDULE:

These dates are estimates only and are subject to change by the LIBRARY.

Event	Date	Time
Announcement of RFP	3/04/2020	3:00 P.M.
Mandatory Pre-Proposal Meeting *	3/20/2020	1:00 P.M.
Site Inspections **	03/23-31/2020	8A.M. - ?
Question Submission Deadline	4/02/2020	3:00 P.M.
Question Responses Posted	4/06/2020	3:00 P.M.
RFP Package Due	04/22/2020	3:00 P.M.
RFP Evaluated (Part 1 & 2)	04/23-24/2020	TBD
Inform FIRMs of Short-Listed Rankings	04/27/2020	3:00 P.M.
Final Evaluations Posted	4/27/2020	3:00 P.M.
Contract Negotiations	04/28-30/2020	TBD
Tentative Date to Award Contract	05/01/2020	TBD
Contract Effective Date (Service Begins)	06/01/2020	7:00 A.M.

*** Any firm that does not attend the Pre-Proposal Conference will not be allowed to bid on this RFP.**

PRE-PROPOSAL CONFERENCE:

A Mandatory Pre-Proposal Conference will be conducted on Friday, March 20, 2020 at 1:00 pm. The meeting location is LIBRARY Main Branch, 101 E. Central Blvd., Orlando FL 32801, 5th floor, Human Resources Reception Desk. All interested parties are required to send a minimum of 1 and a maximum of 3 representatives to this mandatory meeting.

**** There will also be Non-Mandatory Site inspection for all nine (9) locations held March 23 – 31, 2020. Site Visits Will Be Non-Supervised. However, They Need to Be Coordinated with Brian Dornbush, Facility Operations Manager 407-835-7323. Proposers Are Cautioned Not To Talk To Branch Staff Regarding The RFP. Proposers Are Not To Interfere With OCLS Operations.**

FIRM PRESENTATIONS:

Oral presentations will not be required for this RFP.

SHORTLISTS, AND PROTESTS:

The recommended short list of firms, ranked by score, highest to lowest, will be available upon request by interested parties by contacting the RFP Project Coordinator noted above for five full business days after the oral presentations. Failure to file a protest to the LIBRARY's Chief Financial Officer by 5:00 PM on the fifth full business day after the oral presentation date shall constitute a waiver of protest proceedings.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the LIBRARY bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.

The Proposer understands that this RFP does not constitute an agreement or contract between the LIBRARY and the Proposer.

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

Failure of any Proposer to comply with the INSTRUCTIONS TO FIRMS and GENERAL TERMS AND CONDITIONS of this Request For Proposal , unless specifically identified as a mandatory requirement by the word “shall”, may render the Proposal non-responsive and ineligible from further consideration.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Request For Proposal shall be submitted by email to OCLSBIDS@OCLS.INFO, no later than 3:00 PM Thursday, April 2, 2020 referencing the RFP number. When required the LIBRARY shall issue an addendum to the Request For Proposal . The addendum shall be available on the Internet at <http://apps.ocfl.net/orangebids/bidopen.asp> for access by potential Proposers. Proposers are instructed not to contact the initiating division directly.

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

3. CLARIFICATIONS

It is the Proposer’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request For Proposal . Lack of understanding and/or misinterpretation of any portions of this Request For Proposal shall not be cause for withdrawal

of your Proposal after opening or for subsequent protest of award. Proposer's must contact the LIBRARY's Chief Financial Officer, at the e-mail on the RFP cover sheet **prior** to Proposal 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 Proposer and the LIBRARY.

4. INSPECTION OF FACILITIES/AREAS

It is the Proposer's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. **The responsibility to inspect the worksite is the sole responsibility of the Proposer.** Arrangement for Proposer's inspection of facilities and/or activity schedules may be secured from **Brian Dornbush, Facility Operation Manager** by emailing Dornbush.Brian@OCLS.INFO or calling 407-835-7323.

Failure to visually inspect the facilities may be cause for disqualification of your Proposal. Lack of understanding and/or misinterpretation of the scope of the work involved from this Request For Proposal shall not be cause for withdrawal of your Proposal after opening or for subsequent protest of award. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

5. CONTRACTUAL AGREEMENT

This Request For Proposal and resulting RFI's shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), Proposal document, and response. Any and all legal actions associated with this Request For Proposal 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

6. FEDERAL AND STATE TAX

The LIBRARY 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 Chief Financial Officer will sign an exemption certificate submitted by the Contractor.

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

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 Florida State Statutes and LIBRARY Procedures. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee the LIBRARY. Further, all Proposers must disclose the name of any LIBRARY employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Proposer permanently or temporarily hire any LIBRARY employee who is, or has been, directly involved with the FIRM prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the LIBRARY.

9. LEGAL REQUIREMENTS

FIRMS shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, contractor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or handicap, national origin, creed, marital status, or veteran's status. Violation of such laws shall be grounds for immediate contract termination.

10. MISTAKES

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

Proposers must check their Proposal where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

11. AVAILABILITY OF FUNDS

The obligations of the LIBRARY under this award are subject to the availability of funds lawfully appropriated for its purpose by the LIBRARY Board Trustees, or other specified funding source for this procurement.

12. CONVICTED VENDORS:

A person or affiliate placed on the convicted vendor list pursuant to Section 287.133 of the *Florida Statutes* following a conviction for a public entity crime is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the LIBRARY for a period of thirty-six months from the date of being placed on the convicted vendor list.

13. DISCRIMINATORY VENDOR:

An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134 of the *Florida Statutes* is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the LIBRARY for a period of thirty-six months from the date of being placed on the discriminatory vendor list.

14. PROPOSAL FORMS

All Proposals must be submitted on the LIBRARY's standard Proposal Response Form. Proposals on Proposer's quotation forms shall not be accepted.

15. REFERENCES

A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the LIBRARY 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 or sub-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 LIBRARY's inquiries may negatively impact the responsibility of the Proposer.

16. FIRM'S REPRESENTATION AND AUTHORIZATION:

In submitting a response, each FIRM understands, represents, and acknowledges the following (if the FIRM cannot so certify to any of following, the FIRM shall submit with its response a written explanation).

- The FIRM warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the FIRM, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the FIRM any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- The FIRM is not currently under suspension or debarment by the State of Florida or any other governmental authority.
- To the best of the knowledge of the person signing the response, the FIRM, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- To the best of the knowledge of the person signing the response, the FIRM has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
- The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The FIRM has fully informed the LIBRARY in writing of all convictions of the FIRM, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the FIRM and its affiliates for violation of Federal or State Antitrust laws with respect to a public contract for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the FIRM nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds: Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.
- The FIRM shall indemnify, defend, and hold harmless the LIBRARY and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the FIRM's preparation of its response.
- The FIRM certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The FIRM certifies it does not do business in Cuba or Syria.

17. INSURANCE REQUIREMENTS:

The selected FIRM 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 LIBRARY's review or acceptance of insurance maintained by the selected FIRM is not intended to and shall not in any manner limit or qualify the liabilities assumed by FIRM under this contract. The selected FIRM 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 FIRM shall require and ensure that each of its sub-contractors providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein.

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

➤ **Required Liability Coverage:**

- Commercial General Liability - The FIRM shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than **\$1,000,000 (one million dollars) per occurrence**. The FIRM 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 Liability 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.

➤ **Required Automotive Coverage:**

- Business Automobile Liability - The FIRM shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than **\$500,000 (five hundred thousand dollars) per accident**. In the event the FIRM does not own automobiles the FIRM shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Automotive Endorsements: None

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The FIRM 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. The use of employee leasing companies is not permitted under this RFP and resulting contract.

➤ **Required Workers' Compensation Endorsements:**

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

➤ **Required Fidelity Liability Coverage:**

- Fidelity / Employee Dishonesty - with a limit of not less than or equal to the Contract Amount per occurrence/claim

When a self-insured retention or deductible exceeds \$50,000 the LIBRARY reserves the right to request a copy of the FIRM's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the FIRM 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 FIRM agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the FIRM of the obligation to provide replacement coverage.

By entering into this contract FIRM agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the FIRM to enter into a pre-loss agreement to waive subrogation without an endorsement, then FIRM 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 FIRM shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the FIRM shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

The FIRM shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY's contracted certificate compliance management firm. The certificates shall clearly indicate that the FIRM has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. The FIRM shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The FIRM shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY 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 Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

18. INDEMNIFICATION

The FIRM to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and persons employed or utilized by the FIRM in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract

19. KEY PERSONNEL

The FIRM must list the Project Manager, Landscape or Grounds Maintenance Supervisor, Quality Assurance Supervisor and other key personnel that will be assigned to this project. The listing will need to include their biography, years of service in the industry, years of service with the firm and their role in the project.

20. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the LIBRARY may be calling or emailing them. More than one person can be listed but all must have knowledge of the project.

DO NOT list owners, principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the LIBRARY's inquiries may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the landscaping and ground maintenance services performed by Respondent.

21. VERIFICATION OF EMPLOYMENT STATUS:

Prior to the employment of any person under this contract, the FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the FIRM during the contract term, and an express requirement that FIRM include in such sub-contracts the requirement that sub-contractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor 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 Proposal in response to this solicitation, the FIRM affirms that all employees in the above categories shall undergo e-verification before placement on any resulting contract from this RFP process. The FIRM shall commit to comply with this requirement by completing and submitting the E-Verification certification, attached to this solicitation with their proposal submission.

22. SUBCONTRACTING

Subcontracting is not allowed in this contract.

23. CONFLICT OF INTEREST FORM

FIRM shall complete the Conflict of Interest Form attached hereto and submit it with their Proposal.

24. TOBACCO FREE CAMPUS:

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to FIRMs and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased 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.

25. DRUG FREE WORKPLACE:

By submission of a proposal in response to this solicitation, the FIRM acknowledges the LIBRARY's Drug Free Workplace requirement applies to the FIRM and their sub-contractors. The FIRM shall complete and submit the Drug Free Workplace Form attached to this solicitation with their proposal submission. Sub-contractors will be required to submit same prior to contract is issued.

26. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By submission of a proposal in response to this solicitation, the FIRM affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

27. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS):

By submission of a proposal in response to this solicitation, the FIRM acknowledges that the LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The FIRM acknowledges that if a contract is issued between the LIBRARY and the FIRM the FIRM agrees to and will require any sub-contractor to comply with Florida's Public Records Law. Specifically, the FIRM and any sub-contractor shall:

- A. Keep and maintain public records required by LIBRARY to perform the service.
- B. Upon request from LIBRARY's Custodian of Public Records, provide LIBRARY 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.

- C. 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 FIRM does not transfer the records to LIBRARY.
- D. Upon completion of the contract, FIRM agrees to transfer at no cost to LIBRARY all public records in possession of the FIRM or keep and maintain public records required by LIBRARY to perform the service. If the FIRM transfers all public record to LIBRARY upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY's Custodian of Public Records, in a format that is compatible with the information technology systems of LIBRARY.
- E. A FIRM who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

F. IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS REQUEST FOR QUALIFICATIONS, CONTACT LOVEVIA WILLIAMS THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:

**101 East Central Blvd, 5th Floor, Orlando, FL 32801
Phone: 407-835-7323 Fax: 407-835-7649
E-Mail: PublicRecordRequest@OCLS.info**

28. PAYMENT TERMS/DISCOUNTS

The LIBRARY'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.

29. PATENTS AND ROYALTIES

Unless otherwise provided, the FIRM shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Request For Proposal.

The FIRM, without exception, shall indemnify and save harmless the LIBRARY 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 FIRM. In the event of any claim against the LIBRARY of copyright or patent infringement, the LIBRARY shall promptly provide written notification to the FIRM. If such a claim is made, the FIRM shall use its best efforts to promptly purchase for the LIBRARY any infringing products or services or procure a license, at no cost to the LIBRARY, which will allow continued use of the service or product.

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

30. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

31. SUCCESSORS AND ASSIGNS

The LIBRARY and the FIRM 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 LIBRARY nor the FIRM 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 LIBRARY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the LIBRARY and the FIRM.

32. PRICING/AUDIT

The FIRM shall establish and maintain a reasonable accounting system, which enables ready identification of FIRM's cost of goods and use of funds as it relates to this Contract. Such

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

33. EMPLOYEES OF THE CONTRACTOR

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

34. 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 FIRM against the LIBRARY, relating to a particular contract shall be submitted to the LIBRARY's Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The FIRM 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 FIRM believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the FIRM.”

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 LIBRARY's Chief Financial Officer shall be issued in writing and furnished to the FIRM. The decision shall state the reasons for the decision reached. The LIBRARY's Chief Financial Officer shall render the final decision within sixty (60) days after receipt of FIRM's written request for a final decision. The LIBRARY's Chief Financial Officer's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY's Chief Financial Officer.

35. SUBMISSION OF PROPOSAL

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

Orange County Library System
Attn: Kristopher Shoemaker, Chief Financial Officer
5th Floor Human Resources Reception Desk
101 East Central Blvd.
Orlando, Florida 32801

Proposers must indicate on the sealed envelope the following:

- A. Request For Proposal Number**
- B. Hour and Date of Opening**
- C. Name of Proposer**

Proposals 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.

36. COPIES

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

37. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective Proposer considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the LIBRARY's Chief Financial Officer prior to Proposal opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request For Proposal .

38. 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.

39. Rules of Conduct

Upon award of a contract, the FIRM will be provided a copy of the LIBRARY's Rules of Conduct. FIRM is to share the Rules of Conduct with their staff and ensure their employees adhere to the same. In particular, Rule 5 concerning the possession and/or consumption of alcohol.

40. Parking

The LIBRARY will show FIRM where they are to park their vehicles at each location as not to block LIBRARY patrons access to the various locations. FIRMS are to caution their employees NOT TO park in ADA / Handicap spots. Repeated offenses will result in that employee being removed from the contract and possibility of the vehicle being towed. FIRM and/or employee will be responsible for any fees, tickets or fines as a result of parking violations.

SUBMITTAL INSTRUCTIONS:

The response to this RFP must be submitted on 8-1/2" X 11" paper, 12-point font, pages numbered, with headings, sections, and sub-sections that directly correlate/address specifically ALL required submittal information in their respective order identified below. Interested FIRMS must submit five (5) hard copies and one (1) electronic copy on a USB device. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version. This Proposal shall be awarded to a responsible, responsive Proposer, qualified by experience to provide the work specified.

By submittal of a Proposal, the Proposer agrees that the LIBRARY shall make the sole determination as to whether or not sufficient experience and expertise exist and the Proposer's protocol is sufficient to achieve the desired results.

The Proposer shall submit the following information with the Proposal:

A. Title Page: Identify the RFP subject, name of FIRM, FIRM's address, phone and facsimile number, primary point of contact, primary point of contact's title, phone number, mailing address, e-mail address for receipt of notifications, and date of submittal.

B. Table of Contents: Provide identification of the material by section and by page number.

C. Letter of Transmittal: Briefly state the understanding of the FIRM regarding the work to be performed and make a positive commitment to perform the work within the specified time period.

Include the following:

- Type of business (sole proprietorship, partnership, corporation, etc.); and
- State of incorporation; and if the entity is a certified minority business
- Headquarters location and if any offices are located in the State of Florida; and
- Include the names and contact information of the persons who will be authorized to make representations for the FIRM; and
- Be signed by a representative who is authorized to contractually bind the FIRM and include the agent's title or authority.

D. Profile and Qualifications: Experience and qualifications of the FIRM and proposed project specific staff.

1. FIRM Organization Description: Give a brief history of the organizational structure of the FIRM, including the organization's date of inception, number of employees (both full time and part-time) and FIRM's web address. If the FIRM has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification.

The FIRM shall provide photocopies to the LIBRARY of an occupational license showing the principal place of business and that all associated equipment is located physically within Orange, Lake, Seminole, Brevard or Osceola Counties in Florida. These licenses and certifications must be maintained throughout the life of the Contract. Copies of license(s) must be included in the Proposal package.

Submit proof, in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business providing landscaping and ground maintenance services for at least five (5) years.

FIRM shall submit a copy of FIRM's quality assurance plan. Plan shall be applicable to the Scope of Services. Quality assurance plan shall include a detailed description of the training program provided to all employees and at what frequencies. Training records of all employees shall be made available to the LIBRARY's Representative upon request.

2. Previous Experience: In order to submit a response to this RFP, FIRMs must be experienced in providing landscaping and ground maintenance services for at least one public entity with at least eight (8) geographically dispersed locations with a total combined square feet (lawns, planter beds, etc.) in excess of 175,000 square feet within the last 5 years. Provide current/past performance within the last five (5) years of the FIRM in successfully providing similar SERVICES. Indicate the specific services provided by the FIRM, number of locations for the same client and combined square footage of facilities maintained.

"Similar Projects" for the purposes of this Request For Proposal s is defined as:

A contract that includes professional landscaping and ground maintenance services provided within the past five (5) years to an existing, and occupied, commercial or institutional (not residential) facility with multiple locations with at least 175,000 square feet of combined space consisting of laws, planter beds, etc.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

Failure to identify the specific performance requirements and/or dimensions of the project to ensure it meets the similar project description shall negatively impact that project's score.

3. References: Provide at least three (3) references, including contact names, e-mail addresses and phone numbers, for SERVICES provided in the last five (5) years. The LIBRARY intends to contact client references listed by the FIRM in its response.

4. Key Personnel and Equipment: Provide biographies/resumes of proposed, Project Manager, Landscape and Grounds Maintenance Supervisor, Quality Assurance Supervisor and all other key lead members of the staff/team that will be assigned to this effort. The biographies shall include their position, years of experience, tenure with the FIRM and similar successful projects relating to LIBRARY's requirements. Include an organization chart clearly identifying key personnel, their functional role, the firm they are employed by, and their primary work location.

The FIRM shall provide documentation to support their ability to successfully staff and manage multiple concurrent projects for the LIBRARY. Such documentation shall include:

- List of equipment and facilities available to do the work.
- List of personnel contemplated to perform the work, by name and title with years of experience. Include copies of relevant training received or provided by the Proposer. Landscape and ground maintenance staff assigned to this contract shall have a minimum of two (2) years' experience performing similar work. Resumes must be provided for all management personnel.
- Personnel performing work shall be appropriately trained in landscape management to perform the work specified. Anyone applying pesticides must hold a current restricted pesticide applicator license with the Florida Department of Agriculture and Consumer Services. Proposer shall submit copies of current restricted pesticide applicator licenses with the Florida Department of Agriculture

and Consumer Services for anyone who will apply pesticide during contract performance. Copies of license(s) must be included in the Proposal package.

- Description of the Proposer's manpower and equipment resources available to service the LIBRARY's account, resources shall demonstrate capacity for multiple concurrent projects.
- Proposer shall submit a copy of Proposer's quality assurance plan. Plan shall be applicable to the Scope of Services. Quality assurance plan shall include a detailed description of the training program provided to all employees and at what frequencies. Training records of all employees shall be made available to the LIBRARY's Representative upon request.
- Proposer shall submit a copy of Proposer's safety plan. Safety plan shall include, at a minimum, procedures for safe work habits, safe use of equipment, and personal protective equipment.

The use of employee leasing companies is not authorized under this contract.

5. Conflict of Interest: Indicate any potential conflicts of interest with the LIBRARY, including the LIBRARY's Board of Trustees.

6. Legal: Provide a list of all lawsuits by and against the FIRM and sub-contractors over the past five (5) years.

E. Scope of Services: Each response must address, at a minimum, a description of the FIRM's approach to providing the SERVICES detailed in Attachment A "Scope of Services". The FIRM must fully demonstrate they have the resources and schedule capacity to ensure a successful implementation by the targeted "Contract Effective Date". Describe in detail the FIRMS quality assurance and training programs.

FIRM shall describe in detail any one-time clean-up tasks per location. Each Location one-time clean-up will be on a separate page. Pricing for the one-time clean-up will be submitted in the same sealed envelope with the monthly service PROPOSAL.

Firm is to describe in detail how they will keep property and curb appeal in quality condition. Each location will have its own separate page.

F. Additional Information: The FIRM may choose to provide any additional relevant information in this section. If there is no additional information to present, state in this section, "There is no additional information that we wish to present".

G. Required Forms:

- a. PROPOSAL COVER PAGE
- b. ACKNOWLEDGEMENT OF ADDENDA
- c. AUTHORIZED SIGNATORIES/NEGOTIATORS
- d. DRUG-FREE WORKPLACE FORM
- e. CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
- f. E VERIFICATION CERTIFICATION
- g. RELATIONSHIP DISCLOSURE FORM
- h. SCRUTINIZED COMPANIES LISTS
- i. SCOPE OF SERVICES SUBMITTAL CHECKLIST
- j. BID SHEET (**in a sealed envelope**)

[End of Submittal Requirements]

SELECTION of FIRM(s):

FIRM responses shall be evaluated by a committee of at least three (3) LIBRARY employees based in the information provided in the sealed Proposal package for subsequent contract with the qualified responsive and responsible FIRM. The FIRMS will be scored based on their overall qualifications and cost combination. Thus, the best qualified FIRM with the lowest cost will score highest.

A. Evaluation Criteria: FIRMs will be evaluated on the following criteria:

1. Qualifications/Experience: FIRM qualifications and experience with similar projects. (30%)
2. Background/Key Personnel and Equipment: FIRM experience and qualifications of key personnel and references with similar projects. (20%)
3. Proposed Approach: FIRM's proposed approach to providing the SERVICES as described in Scope of Services noted on Attachment A. (25%)
4. Schedule/Timeline: FIRM's commitment to meeting the documented schedule in order to meet the goals of the LIBRARY. (5%)
5. Overall Cost: The overall total annual and five (5) cost for SERVICES provided. (20%) (**Bid sheet submitted in sealed envelope and will only be considered after criteria 1 – 4 are evaluated**)

B. Ranking: FIRMs will be ranked in a three-part process:

Part 1. Responses received will be evaluated to ensure that FIRMs have met the submittal requirements stated in this RFP.

Part 2. Responses received that have met the submittal requirements will be evaluated and ranked in accordance with the RFP evaluation criteria one (1) thru four (4) listed above. Criteria five (5) Overall Cost will only be considered after the Proposals have been ranked in Parts one and two.

Part 3. Short-listed will have their Bid Sheets opened and the Overall Cost score will be added in to the scores received in Part 2. The final scores will in turn determine the final rankings.

If total costs exceeds the Chief Financial Officer's Signature Authority, the scores including proposed costs will be presented to the Library's Board of Trustees on May 14, 2020 for Final rankings.

The LIBRARY will initially attempt to enter into a landscaping and ground maintenance services agreement with the top ranked FIRM. If agreement is not reached with the top ranked FIRM, negotiations will be terminated with that particular FIRM and initiated with the next ranked FIRM, and so on, until an agreement is reached.

The successful FIRM shall be required to execute an agreement in substantially the form of the attached which provides, among other things, for fixed monthly rates, various liability insurance, quality assurance plans, etc.

All responses accepted by the LIBRARY are governed by this RFP and any and all additional Terms and Conditions submitted by any FIRM are rejected and shall have no force and effect.

The LIBRARY reserves the right to reject any or all responses, for any reason, and will not be liable for any FIRM for cost incurred in connection with the preparation and submittal of a response or response to this RFP.

COMPLIANCE WITH LAWS:

FIRMs shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, FIRM shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination including but not limited to the basis of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability/handicap, national origin, creed, marital status, or veteran's status. Violation of such laws shall be grounds for immediate contract termination.

TRADE SECRETS AND PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION:

Trade secrets and proprietary confidential business information are not solicited, nor desired, as information to be submitted with responses. The *Florida Statutes* and the State Constitution will govern whether information in a response is confidential or exempt from the Public Records Act. If information is submitted in the response, which the FIRM deems to be a trade secret or proprietary confidential business information under the provisions of section 288.075 of the Florida Statutes, or any other Florida Statutes, the information shall be submitted with the response in a separate, clearly marked envelope referencing the specific statutory citation for such exemption. In no event will the LIBRARY be liable in any manner whatsoever to FIRM if FIRM submits information which FIRM believes is confidential or exempt from the Public Records Act and which the LIBRARY, in its sole discretion, deems not to be confidential or exempt.

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OCLS RFP 20-002
Landscaping And Ground Maintenance Services for OCLS
ATTACHMENT A - SCOPE OF SERVICES

SECTION A - GENERAL REQUIREMENTS:

Timely performance is of the essence in the award of this Request For Proposal s. Performance shall be no later than **twenty-four (24)** hours from receipt of delivery order. Proposals 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 the LIBRARY the sum extended by the LIBRARY to contract for like services approved by the Facilities Operations Division for the period from the required scheduled commencement date until performance of services covered in the Request For Proposal s is completed.

The Contractor shall, within **two (2)** calendar days from the beginning of such delay, notify the LIBRARY's Chief Financial Officer in writing of the cause(s) of the delay.

The Contractor shall provide landscaping and ground maintenance services for the LIBRARY Branch locations under this contract. The work includes furnishing all labor, supervision, transportation, tools, equipment and materials necessary for accomplishment of landscaping and ground maintenance services in accordance with these specifications, and subject to the terms of this RFP and the resulting contract.

The Contractor shall be responsible for maintaining the landscape and keeping grounds clean, neat, and well-tended at LIBRARY facilities. Work under this contract includes, but is not limited to, mowing, pruning, tree trimming, edging, litter removal, irrigation system maintenance, and as-needed fertilization and pest control services. The Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, and pay related disposal fees and supervision to deliver all grounds maintenance services as described herein on the premises of facilities listed within these specifications.

The Contractor shall perform services at days and times agreed to for each location. Standard and non-standard business hours are dependent upon each location. Landscaping and ground maintenance work schedules are typically during non-standard business hours. Work location and the LIBRARY's standard and non-standard business hours are specified in Attachment B, "Branch Locations".

SECTION B - STAFFING REQUIREMENTS:

B-1. Terminology

B-1-1) Supervisors – Shall be responsible for the direct supervision of all landscaping and ground maintenance staff. All supervisors herein shall be non-working supervisors, meaning supervisors shall not perform any daily or project routines other than for training or demonstration purposes only. Supervisors assigned under this contract shall not engage in supervision or performance of services for any other customer of the Contractor while on duty as a nonworking supervisor as required herein. All supervisors shall have a minimum of five (5) years of supervisory experience and shall be capable of verbal and written communication in the English language.

B-1-2) Crew Leaders – Shall be responsible for the oversight of work performed by the landscaping and ground maintenance crewmembers. Crew Leaders shall check on crewmembers to ensure work performed is in accordance with contract specifications. Crew Leaders shall ensure the property is in neat order before leaving. Crew leaders under this contract shall have a minimum of two (2) years landscaping and ground maintenance experience and shall be capable of verbal and written communication in the English language.

B-1-3) Contract Inspector/Support Specialist –Contract Inspector and Support Specialist titles may be used interchangeably throughout this contract. This is the representative of the LIBRARY's personnel designated to monitor and inspect performance and progress of services provided under this contract. The Contract Inspector/Support Specialist will report the result of inspections to the Contract Administrator.

B-1-4) Contract Administrator – This is the representative of the LIBRARY's personnel designated to monitor the performance of the Contractor to ensure they are adhering to the terms and conditions of the RFP and resulting contract. The Contract Administrator's duties shall include but not be limited to approval or denial of invoices, contract renewals, or pricing changes. The Contract Administrator shall also have authority to request Contractor personnel removal from job site, issue fines or cost deductions as noted in the RFP and resulting contract as well as other standard Administrator duties.

B-2. Code of Conduct

B-2-1) The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract.

B-2-2) The Contractor shall be responsible for any damages caused by an employee of the Contractor to LIBRARY property whether caused by negligence or improper training.

B-2-3) The Contractor shall promptly notify the Contract Inspector/Support Specialist, via e-mail to _ServiceClerk@ocls.info, of repairs need for, or damages observed to malfunctioning fixtures, and building components, sprinklers, hose bibs, etc. which are observed during the performance of services.

B-2-4) There shall be no smoking (including vaping or the use of any tobacco product such as chewing tobacco, snuff, etc.) in LIBRARY facilities nor on LIBRARY grounds. The use of controlled substances, illegal substances, and/or alcohol is prohibited while working on LIBRARY property at any time. The Contract Inspector/Support Specialist will request that anyone suspected of smoking and/or working under the influence of alcohol or controlled substances be removed from the workplace.

B-2-5) The Contractor shall remove from service any employee, in the opinion of the Contract Administrator, is not performing the services in a professional manner or not adhering to the LIBRARY's Rules of Conduct.

B-2-6) The Contractor shall not use employees of any temporary employment agency to supplement their workforce in LIBRARY buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the Contract Administrator.

B-2-7) The Contractor shall ensure that lost articles found by Contractor employees are turned in immediately to the Contractor Inspector/Support Specialist.

B-2-8) The Contractor shall prevent their employees from opening, tampering with, using or moving LIBRARY equipment,

B-2-9) Use of LIBRARY telephones is prohibited. The Contractor shall be responsible for any charges incurred by a Contractor employee making calls on LIBRARY telephones.

B-2-10) In the event that a Contractor's employee, while performing landscaping and ground maintenance services, observes an individual attempting to enter a locked LIBRARY facility after normal working hours, they shall immediately notify the appropriate building security personnel or the designated Contract Inspector.

B-2-11) The Contractor shall designate a LIBRARY-approved emergency assembly area for their staff in each building.

B-2-12) Only the Contractor and its direct employees are allowed on the LIBRARY premises after standard business hours and only then to perform the tasks required under this contract. Family members and friends who are not direct employees assigned to the location are forbidden to accompany or visit the Contractor or its employees on LIBRARY premises during the performance of this work. Children are forbidden from accompanying or visiting the Contractor or its employees during the course of the performance of this work

B-2-13) No employee of the Contractor shall solicit or accept any gratuities from anyone on LIBRARY premises.

B-2-14) The Contractor shall develop, implement, and maintain adequate procedures to ensure that no employee(s) of the Contractor scavenge any items from any LIBRARY buildings or properties.

B-2-15) Use of LIBRARY staff or public computers is prohibited. If Contractor employee is observed using LIBRARY computers while performing duties under this contract, the employee shall be removed from this contract.

B-2-16) The Contractor will ensure their employees are given a copy of the LIBRARY's Rules of Conduct and will ensure their employees adhere to same.

B-3. Dress Code

B-3-1) During the performance of services, the Contractor shall ensure that all of its employees are clean, neat and appropriately attired with uniforms and appropriate shoes. No open-toed shoes shall be allowed.

B-3-2) Uniforms shall consist of a shirt or blouse, long pants, smock or apron. The shirt or blouse shall have the Contractor's name or logo above the left or right breast pocket. No advertising and/or slogans may be printed on uniforms. Pant length shall cover ankles. Sweatpants, jogging suites, leggings, etc. are not allowed. Uniforms are to be fresh and clean at start of the shift.

B-3-3) The Contractor shall provide each employee with an identification badge that displays the Contractor's name, the employee's name and employee picture.

B-3-4) The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on the premises of the LIBRARY.

B-3-5) The LIBRARY's Contract Administrator shall allow modifications to the uniform specifications at their discretion.

B-4. Security Clearance

B-4-1) Background checks for all Contractor's staff shall be approved by the LIBRARY prior to working in any LIBRARY facility. All costs for background investigations shall be Contractor's responsibility. The LIBRARY reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.

B-4-2) Contractor shall comply with the different security requirements for each LIBRARY facility.

B-4-3) The Contractor shall be required to submit an updated list of all employees assigned to service this contract on a monthly basis to the Support Specialist and Contractor Administrator. Employee listing shall identify new employees and employees terminated within the last thirty (30) days.

B-5. STAFFING LOGS

Non-Working Supervisors, Crew Leaders and landscaping and ground maintenance Staff shall be of an adequate number to maintain the Contract specifications and scope of services. The LIBRARY reserves the right to require additional staffing at any location where the Contract specifications are not being met, at no additional cost to the LIBRARY.

Contractor's staff shall maintain a log at each building which states the name of the Non-Working Supervisor, Crew Leader and landscaping and ground maintenance Staff and indicates the time clocked in and out and number of hours spent at each location. This log shall be available for review by the Support Specialist at any time.

B-6. STAFFING REQUIREMENTS

The Contractor shall make available a 7:00 A.M to 5:00 P.M. contact person for emergency and non-emergency service, including repairs to the landscape or irrigation system. Contractor shall provide to the LIBRARY's Representative a telephone number and email address for the Contractor's contact person.

The Contractor shall identify a primary contact person with whom the Contract Administrator may consult with regarding contract performance throughout the entire life of the contract. The Contractor shall provide a working phone number, fax number, and e-mail address for this person. This person shall be reachable by phone at all times during standard business hours.

The Contractor shall notify the Contract Administrator in writing at least forty-eight (48) hours prior to the replacement of the primary contact person. The name of the replacement contact person shall be provided at that time along with updated contact information.

The primary contact person shall be available to make decisions on behalf of the Contractor including, but not limited to, changes in service and schedule.

The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors. New employees hired after contract award shall meet and follow the same requirement for the duration of the contract.

Any subcontracting shall be requested in advance and permitted under the guidelines and Proposal Responses provided herein. All subcontractors shall have the prior approval of the LIBRARY Representative.

Effective communication with the LIBRARY staff and building occupants is required to perform this Scope of Services. Therefore, Contractor shall ensure that all points of contact and project managers are able to read, write, and speak English fluently.

The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.

The Contractor shall ensure proper dress code, appearance, and conduct of its employees while on LIBRARY premises. Employees are to conduct themselves in a business-like manner at all times. Open-toed shoes are not permitted. The Contractor shall ensure that all of its employees are clean, neat and appropriately attired during the performance of the services.

There shall be no smoking on LIBRARY property at any time.

The LIBRARY Representative will inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.

Only Contractor employees shall be used to perform the required services in this contract unless otherwise approved, in writing, by the LIBRARY Representative. The Contractor shall not use employees of any temporary employment agency or casual/day laborer to supplement his work force in LIBRARY buildings for any reason.

All Contractor personnel shall identify themselves at the appropriate administrative office, sign-in or check-in with an authorized LIBRARY Representative upon arrival and prior to beginning work and upon completion of work and leaving site.

B-7. PERFORMANCE REQUIREMENTS

All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the; (1) industry, (2) equipment and chemical manufacturers, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes.

The Contractor shall conform to all Federal, State, City, and Orange LIBRARY standards and regulations during the performance of the contract including but not limited to:

- Florida Department of Agriculture and Consumer Services (FDACS)
- Pest Control Act, Chapter 482, Florida Statutes (F.S.).
- Florida Department of Environmental Protection (FDEP)
- United States Environmental Protection Agency (EPA)
- Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry
- Florida Nursery, Growers, and Landscape Association (FNGLA)

It is the responsibility of the Contractor to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.

All services required under this contract 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, licensed or permitted under state and local law to perform such services.

Any damage to LIBRARY facilities or property due to the services performed by the Contractor, subcontractor, and employees shall be the responsibility of the Contractor.

The LIBRARY Representative, with advisement of the Contract Administrator, may request the Contractor remove any employee (including supervisor and subcontractors) if it is determined that services are not being performed in accordance with the terms and conditions of this contract.

Work shall be scheduled to provide the least inconvenience to building occupants and visitors. All service visits shall be coordinated with the LIBRARY Representative. The Contractor shall follow the directives of the LIBRARY Representative with respect to scheduling services and any deliveries under this contract.

Services not performed in accordance to the content of this contract will be considered unsatisfactory, unacceptable, and might be subject to a deficiency surcharge. Unsatisfactory or non-performance occurrences include but are not limited to:

- 1) Services at a site were not performed in strict accordance with performance specifications and standards or not performed at the specified frequency.
- 2) Services were not performed within the scheduled hours.
- 3) Worksite was not safely secured when leaving at the end of a work shift or any other breach in security.
- 4) Failure to provide adequate staffing to meet the operational needs of the contract

SECTION C - CONTRACT ADMINISTRATION AND CONTRACT INSPECTION:

C-1) The LIBRARY reserves the right to inspect work performed by the Contractor at the LIBRARY's discretion. The Contract Administrator for this contract shall be the sole representative in regards to enforcement/performance. At no time will any other LIBRARY employee supersede the Contract Administrator's decisions/authority with respect to this contract. In addition to the Contract Administrator, a Contractor Inspector/Support Specialist may be designated by the Contract Administrator to monitor and inspect performance and progress of the services provided under this contract. Work performed by the Contractor is subject to inspection at any phase of performance at the LIBRARY's discretion. The LIBRARY will use a standard Monthly Contractor Performance Report for professional services. A sample copy of the report is included as Attachment C.

C-2) The Contract Inspector/Support Specialist shall not act as supervisor over the Contractor's employees or perform landscaping and ground maintenance work under this contract. The Contract Inspector/Support Specialist shall inspect assigned facilities at a schedule determined by the LIBRARY's Contract Administrator.

C-3) Any failure of the Contractor to comply with the provisions of this RFP and resulting contract shall be called to the attention of the Contractor Administrator and the Contractor by the designated Contract Inspector/Support Specialist.

C-4) The Contract Inspector/Support Specialist does not have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of their employees. Any advice provided to the Contractor by the Contract Inspector/Support Specialist shall in no way be construed as binding upon the Contractor or release the Contractor from fulfilling the provisions of the contract.

SECTION D - QUALITY ASSURANCE (QA) PROGRAM:

Contractor shall establish and implement a complete quality assurance program to assure the requirements of the Contract are met as specified. A draft Quality Assurance Plan (QAP) shall be submitted for review and approval prior to start of Contract. The QAP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or before the Contract Inspector/Support Specialist points out the deficiencies.

This QAP is of paramount importance. The program shall include, but is not limited to the following:

- 1) An inspection system which is tailored specifically to the facility and which covers all services stated herein.
- 2) Contractor shall devise a checklist for use during the inspection of work. The inspection checklist shall be approved by the Contract Administrator prior to use and any changes after. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. Inspection shall be performed by the non-working supervisor.
- 3) The inspection checklist shall be provided to the designated Contract Inspector/Support Specialist within twenty-four (24) hours of inspection. The LIBRARY and Contractor will agree upon an inspection schedule.
- 4) The Contractor supervisors who complete the inspections shall be identified by title and type of inspection each is authorized to perform.
- 5) An on-site file of all inspections conducted by the Contractor and any corrective action(s) taken.
- 6) This documentation shall be made available to the LIBRARY, upon request, during the term of the Contract. Said documentation will be maintained throughout the term of the contract and for three (3) years thereafter.
- 7) The LIBRARY reserves the right to request changes to the Contractor's inspection checklist and inspection process as needed to better service the interest of the LIBRARY.

8) Supervisors shall conduct a daily spot check of each building/location at the end of each shift. The time of the inspections shall be noted on the QA checklist.

9) Supervisors shall conduct joint inspections with the LIBRARY's designated Support Specialist at minimum once monthly and upon request by the LIBRARY.

SECTION E - PERFORMANCE DEFICIENCIES AND NON-COMPLIANCE:

It is the objective of the LIBRARY to obtain full landscaping and ground maintenance performance in accordance with the terms of the specifications and at the quality standards of work outlined in this RFP and resulting contract. To this end, the LIBRARY is contracting for the complete performance of each landscaping and ground maintenance job as specified in this RFP and resulting contract. The LIBRARY will conduct Monthly Contract Performance Reports to determine the quality and quantity of service being performed with the Contractor. Deductions for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.

E-1. Performance Deficiencies

Deficiencies found by the Contract Inspector/Support Specialist or communicated to the Contract Inspector/Support Specialist by building staff and occupants shall be communicated to the Contractor upon discovery or notification. The Monthly Contract Performance Reviews will act as proof of performance and adherence to contract requirements shall be upon the Contractor. The Contract Administrator shall be the sole judge as to the adequacy of supporting documentation.

- Major deficiencies require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major deficiencies include, but are not limited to: trash not removed or left in work area, public access areas not cleaned, and anything which affects the health and safety of building occupants. Such deficiencies may result in deductions of invoiced payments and reports of unsatisfactory performance.
- Minor deficiencies does not require immediate attention and shall be corrected within twenty-four (24) hours or the next work day during normal clean up, however, a frequent record of minor deficiencies or complaints may result in a deduction to the Contractor's monthly service cost. Examples of minor deficiencies include, but are not limited to: a small area not attended to, a few weeds or trimmings left behind, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as failure to prevent occurrences of such complaints, may result in deductions of invoiced payments and reports of unsatisfactory performance.

- If the LIBRARY discovers deficiencies have not been corrected, the LIBRARY may impose a surcharge for the second (2nd) inspection and every failed inspection thereafter for the 30 day service cycle. The surcharge shall amount to 15% of the service cycle cost of that site, not to exceed fifty dollars (\$50.00). The surcharges shall continue with every re-inspection until the deficiencies have been corrected. The total re-inspection fees shall not exceed the total cost of the site per cycle

E-1-1) Routine Work - The Contractor shall acknowledge receipt of the notification and respond within two (2) hours with a corrective action plan to correct the deficiency. Minor deficiencies shall be correct within twenty-four (24) hours of notification. Major deficiencies shall be corrected with two (2) hours of notification. The LIBRARY will also document the concerns via the Monthly Contractor Performance Reports and capture all deficiencies noted on a monthly basis.

Reporting of a major deficiency for any building that is not corrected within the established time limits may result in a deduction of \$50 or 2% of the monthly cost of SERVICES for the specific location, whichever is higher, per occurrence.

Three or more reports of minor deficiencies for any month or consecutive thirty (30) day period for the same location may result in an unsatisfactory performance report issued against the Contractor and a deduction of \$50 or 2% of the monthly cost of SERVICES for the specific location, whichever is higher, per occurrence.

E-1-2) Project Work – The Contractor shall acknowledge receipt and respond within twenty-four (24) hours of notification with a corrective action plan to correct the deficiency within forty-eight (48) hours of acknowledgement. Time for correction shall not exceed seventy-two (72) hours from notification by the LIBRARY. Project work related deficiencies not corrected to within the established time limits may result in a report of unsatisfactory performance and a deduction of 10% of the cost of the project work for the entire building/location per occurrence.

E-1-3) Complaints - The Contract Inspector/Support Specialist or designee shall contact the Contractor by telephone, fax, or email to notify them of written and verbal complaint(s) received from building occupants. The Contract Administrator or designee shall have authority to classify a complaint as major or minor deficiencies and apply the applicable deductions. The Contract Inspector/Support Specialist or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter or e-mail.

E-1-4) Missed SERVICES (Nonperformance) - The Contractor shall handle an instance of nonperformance by sending personnel to the missed site within two (2) hours of notification for immediate servicing of that location if the location is serviceable during that time frame. If the location is not serviceable within the two (2) hour time frame, service may be rendered at a mutually agreed time between the Contract Inspector/Support Specialist and Contractor, but no later than the next workday. If the Contractor does not respond within two (2) hours or the agreed time, the Contract Inspector/Support Specialist shall issue an unsatisfactory performance report to the Contractor.

This shall not relieve the Contractor of being charged any applicable deductions. Nonperformance will result in a deduction of one (1) day's cost of SERVICES for the specific

location experiencing the problem per occurrence. The formula to arrive at the deduction is: facility monthly cost divided by the number of service-days (not calendar days) in the month = per day cost of cleaning that location. (example: If there are four service periods within a given month, the Contractor's monthly rate per the Proposal response form shall be deducted by $\frac{1}{4}$ of the monthly payment owed to the Contractor for the location that was not serviced. For example, if the monthly rate for a location is \$100.00 and there was one missed service within that month, the LIBRARY may deduct \$25 ($\$100/4=\25) from the monthly payment.)

E-1-5) Unsecured Locations - In instances where the Contractor has failed to secure exterior building perimeter gates after the completion of regularly scheduled work under the terms of this contract, a deduction will be made at the rate of \$75.00 per occurrence. This deduction is in addition to any fees the LIBRARY charges for any damages caused by the Contractor by any other unacceptable activities.

E-1-6) Improper Disposal of Chemicals - If at any time, the Contractor is found improperly disposing of any chemicals, a deduction will be made from any monies due or to become due to Contractor at the rate of \$100.00 per occurrence. Contractor will be responsible for any fines from EPA or other regulatory agencies.

E-2. Contract Deductions/Fees

The LIBRARY reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work and applied at the discretion of the Contract Administrator. The Contractor will be made aware of the deficiencies and associated deductions in writing prior to a deduction being made. All work determined by the Contractor Administrator to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the LIBRARY.

E-3. Unsatisfactory Performance Reports

The LIBRARY'S Monthly Contractor Performance Report will act as the tool to assist in documenting the overall quality and quantity of service being provided by the Contractor. In the event the Contractor is not performing at an acceptable service, the LIBRARY's Representative shall notify the LIBRARY's Chief Financial Officer (CFO) of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Monthly Contractor Performance Report and any other documents pertaining to unsatisfactory performance by the Contractor will become a permanent part of the Contractor's file. The CFO, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

- The Contractor shall submit a detailed Corrective Action Plan (CAP) for each report of unsatisfactory service. The corrective action plan shall fully address the performance deficiency and detail the corrective procedure the Contractor will follow to ensure the deficiency is corrected and to prevent future reoccurrences for the life of the contract.
- Contract Administrator will review the CAP and advise Contractor of acceptance or non-acceptance. The LIBRARY reserves the right to request modifications and to reject a CAP.

The Contractor shall be fully bound to each accepted CAP for the life of the contract unless otherwise noted by the LIBRARY in writing.

Three (3) or more unsatisfactory service reports issued to the Contractor within a quarter (three months) or ninety (90) consecutive days may result in additional disciplinary action at the discretion of the Contract Administrator, which may include a Cure Notice issued to the Contractor which may result in termination for default.

The LIBRARY may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of this contract. Should an employee be assigned to another contract, terminated, or resign, the Contractor shall have seven (7) calendar days to replace the employee. The Contractor shall make all the necessary accommodations to ensure that there is no lapse in services during this timeframe.

The LIBRARY's request to remove any employee from this contract shall not be considered a request for the Contractor to terminate the affected individual. The sole intent is removal from this contract. Depending of the circumstances warranting the employee's removal request, the Contractor Administrator may approve of a location reassignment, which shall be handled on a case by case basis.

SECTION F – HOLIDAYS:

The Contractor shall not be required to provide landscaping and ground maintenance services on Legal Holidays specified below.

Legal Holidays per this Contract are as follows:

- New Year's Day
- Martin Luther King Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday after Thanksgiving Day
- Christmas Eve and Christmas Day

The LIBRARY may also be closed on a few other days throughout the year (i.e.: Staff Training Day, Sundays before MLK Day and Memorial Day and New Year's Eve) said closed days will be provided each October for the following year. Services are not required on these days.

If a LIBRARY building is closed due to a declared County emergency or disaster such as a hurricane, the Contractor will not be required to provide routine service on those days.

If the location is without service for more than three (3) consecutive working days, the Contractor's invoice shall be reduced by the calculated daily cost for each service day not worked. The formula to arrive at the deduction is: facility monthly cost divided by the number of service-days (not calendar days) in the month = per daily cost. (example: If there are four service periods within a given month, the Contractor's monthly rate per the Proposal response

form shall be deducted by $\frac{1}{4}$ of the monthly payment owed to the Contractor for the location that was not serviced. For example, if the monthly rate for a location is \$100.00 and there was one missed service within that month, the LIBRARY may deduct \$25 ($\$100/4=\25) from the monthly payment.)

SECTION G - SAFETY REQUIREMENTS:

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

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

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

The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be submitted to the LIBRARY Representative for review and approval within ten (10) business days following contract award.

The LIBRARY Representative will review the Safety Plan and provide comments to the Contractor within five (5) business days following receipt of the plan. The Contractor shall finalize the Safety Plan within five (5) business days following receipt of the comments.

Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.

The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.

All equipment used in the performance of these services shall be properly maintained and is subject to inspection by the LIBRARY upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the LIBRARY's premises. Safety features of equipment (shields, kill switches, etc.) shall be used at all times.

The Contractor shall provide and maintain a chemical inventory list, as well as the applicable Material Safety Data Sheets (MSDS).

SECTION H - PARKING AND TRAVEL:

The Contractor shall be responsible for all travel and per diem costs to and from the various LIBRARY facilities. Travel time and truck/vehicle charges shall not be included when quoting and or invoicing janitorial services and shall not be compensated by the LIBRARY under any circumstances. All cost for travel shall be included in the unit prices on the bid sheet.

The LIBRARY will identify parking locations for the Contractor's staff. Any cost associated with parking shall be paid by the Contractor or Contractor's employee. LIBRARY will not be responsible for any damage to the vehicles while parked on LIBRARY property. Vehicles towed from LIBRARY property shall be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified with identification prominently displayed on the dashboard. Such identification shall be pre-approved by the Contract Administrator.

Contractor's employees will not park in ADA spaces unless they have appropriate ADA placards to park in said spots. Contractor employees will be responsible for any parking fines they incur. The Contract Inspector/Services Specialist will notify Contractor of any parking violations, which repeated offenses will result in Contractor employee being removed from this contract and the possibility of the vehicle being towed.

SECTION I - WEEKEND WORK:

The majority of the work is to be performed during the non-operating hours, Monday through Friday. However, contractor can also perform work on Saturday and Sunday. See Attachment B, "Branch Locations" for location hours.

SECTION J – GENERAL TASKS TO BE PERFORMED BY CONTRACTOR:

J-1. The Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, pest control, litter/debris removal, related disposal fees, and supervision, at his/her own expense to provide all of the landscaping and grounds maintenance services herein.

J-1-A. The Contractor shall follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.

J-1-B. During the course of the contract, the LIBRARY reserves the right to add or delete site at the LIBRARY's discretion. The LIBRARY will obtain a quote from the Contractor for any new sites being added to the contract. The quote provided by the Contractor shall be compared to locations of similar size, scope, and complexity as locations on the Proposal response form. Quoted cost shall be justified against locations of similar size, scope, and complexity.

J-1-C. Grounds shall at all times be kept clean, neat and well-tended. At no time shall the Contractor allow leaves, rubbish, plant or shrub clippings, tree limbs or other debris be allowed to accumulate on the grounds, garden beds, signs and parking areas. All organic trash, including grass clippings from mowing and edging, shall be blown from all sidewalks, entryways, steps, plazas and parking lots, and then removed from premises. Care shall be taken to prevent the “sandblasting” of vehicles etc. parked or around areas being blown off.

J-1-D. If any plant or lawn area dies or becomes weak or unsightly due to the negligence or improper maintenance procedures on the part of the Contractor or any subcontractor, based upon generally accepted landscape maintenance practices and not withstanding any section of the scope of services, the Contractor shall bear the cost to replace such plant or lawn area.

J-1-E. The Contractor shall not be responsible for acts of God, as determined by the LIBRARY Representative, such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services. If the Contractor is requested to provide debris clean-up, the Contractor shall invoice the LIBRARY at emergency labor cost on the Proposal response form. The LIBRARY is not obligated to use this service under this contract and reserves the right to acquire this service from another vendor.

J-1-F. The Contractor shall inspect the entire property, including turf areas, shrubs, trees, mulch, and annuals on a weekly basis for any pest infestation. The LIBRARY Representative or designee shall be informed via email of all infestations discovered. The Contractor shall provide spot treatment of fire ant mounds/infestations under this contract.

J-1-G. The Contractor shall notify the LIBRARY’s Representative via e-mail of any irrigation system problems, as well as any additional problems encountered and the appropriate corrective action plan.

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J-2. The service period herein is based on a thirty (30) day month calendar. SERVICES and the frequency of SERVICES will vary depending on the location being serviced.

J-2-A. Main Library 101 East Central Blvd, Orlando, FL 32801

January 15, 2020 Inspection Report

Overall general conditions are in good shape, landscaping in good health. Landscape lacks consistency, beds seem to have either voids or are too busy and lack structure.

Sq Ft of Lawn: None

Sq Ft Planter Bed: 5,200

Mulch Qty @ 2.5": 45 yards

Sq Ft Irrigation: TBD

Plants: Mixed arrangements including Holly hedges, Roses, Ferns, Jasmine, Sansevieria

Trees: 1 Ligustrum, 11 Palm, 3 Other

- Mowing: N/A
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-B. Alafaya Branch 12000 East Colonial Drive, Orlando, FL 32826

January 15, 2020 Inspection Report

Relatively new landscaping, St Augustine and Bahia sod. Signs of Bermuda Grass infestation. The Ligustrum trees are in decline. Need plants around flag pole and near front entrance way.

Sq Ft of Lawn: 8,000

Sq Ft Planter Bed: 4,700

Mulch Qty @ 2.5": 18 yards excluding natural area on south side of facility.

Sq Ft Irrigation: TBD

Plants: Junipers, Holly and Viburnum

Trees: 18 Oak, 8 Crape Myrtle, 5 Ligustrum, 9 Palm, 2 Other

➤ Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).

➤ One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.

➤ One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

➤ Annually (mutually agreeable date) to trim trees

➤ As Needed – Additional tree trimming and sprinkler repairs

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J-2-C. Chickasaw Branch 870 North Chickasaw Trail, Orlando, FL 32825

January 15, 2020 Inspection Report

Property in fairly good shape, Turf consists of St. Augustine, Bahia and Zoysia. Ornamental grasses around foundation need a one-time cut back.

Sq Ft of Lawn: 45,500 plus approximately 6,000 sq. ft, for pond

Sq Ft Planter Bed: 9,000

Mulch Qty @ 2.5": 80 yards excluding the natural area

Sq Ft Irrigation: TBD

Plants: Hawthorns, Cordgrass, Flax Lily, Podocarpus,

Trees: 2 Magnolia, 16 Crape Myrtles, 1 Elm, 4 Palm, 6 Other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
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J-2-D. Eatonville Branch 200 East Kennedy Blvd, Eatonville, FL 32751

January 15, 2020 Inspection Report

Property in good/great shape, relatively new landscaping. St. Augustine and Bahia turf with signs of Bermuda Grass infestation.

Sq Ft of Lawn: 8,500 plus 10,000 for pond

Sq Ft Planter Bed: 3,000

Mulch Qty @ 2.5": 26 yards

Sq Ft Irrigation: TBD

Plants: Podocarpus, Loropetalum, Roses, Viburnum

Trees: 6 Oak, 3 Magnolia, 7 Crape Myrtle, 3 Cypress, 2 other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-E. North Orange Branch 1211 East Semoran Blvd, Apopka, FL 32703

January 15, 2020 Inspection Report

Property in average shape. New landscape lacking maintenance and overrun with weeds. Turf is collection of weeds and Bahia. Needs closer attention to controlling weeds in new perennial peanut landscape beds. Void in Viburnum and fresh mulch needed on 436 side.

Sq Ft of Lawn: 12,000 including front pond

Sq Ft Planter Bed: 2,000

Mulch Qty @ 2.5": 14 yards excluding east fenced area

Sq Ft Irrigation: TBD

Plants: Perennial Peanut, Mondo Grass, Viburnum, Magnolias

Trees: 8 Oak, 7 Magnolia, 1 Elm, 2 Other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
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J-2-F. South Creek Branch 1702 Deerfield Blvd, Orlando, FL 32837

January 15, 2020 Inspection Report

Property overall in great shape. Turf is St Augustine, however signs of Bermuda Grass infestation and seasonal weeds. Building entrance lacks curb appeal. Main perimeter hedges need mulching and palm trees need trimming. South fence line needs clean-up.

Sq Ft of Lawn: 160,000 plus 2,000 in swale

Sq Ft Planter Bed: 6,500

Mulch Qty @ 2.5": 70 yards

Sq Ft Irrigation: TBD

Plants: Viburnum and Hawthorne

Trees: 38 Oak, 10 Crape Myrtle, 12 Cypress, 17 Palm

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-G. Southwest Branch 7255 Della Drive, Orlando, FL 32819

January 15, 2020 Inspection Report

Overall property in average shape with mix of older and new landscaping. Zoysia sod shows signs of fungus, rest of turf is Bahia and weeds. Need to fill voids in Junipers

Sq Ft of Lawn: 2,500 Zoysia + 10,000 Bahia

Sq Ft Planter Bed: 3,000

Mulch Qty @ 2.5": 35 Yards excluding older oak tree area

Sq Ft Irrigation: TBD

Plants: Holly, Variegated Trinetto, Shilling, Camelia and Flax Lily

Trees: 1 Magnolia, 7 elm, 1 Palm (older oak trees not included)

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-H. West Oaks Branch 1821 East Silver Star Road, Ocoee, FL 34761

January 15, 2020 Inspection Report

Overall property is average, lacks weekly and seasonal attention to hold curb appeal. Older Viburnum show signs of decline, landscape beds piled high in leaf debris. St Augustine on west perimeter and main building, however sodded areas are weak and thin due to tree cover. Bahia on east and south side of building.

Sq Ft of Lawn: 30,000

Sq Ft Planter Bed: 7,000

Mulch Qty @ 2.5": 60 Yards

Sq Ft Irrigation: TBD

Plants: Viburnum, Junipers, Hawthorne, Variegated Trinette, Jasmine

Trees: 49 Oaks, 9 Crape Myrtle, 8 Ligustrum, 5 Elm, 27 Palm

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
-

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J-2-I. Winter Garden Branch 805 East Plant Street, Winter Garden, FL 34787

January 15, 2020 Inspection Report

Overall condition good. Landscape beds and property in need of weed control. Several plant beds need pruning/trimming. Turf is St Augustine and weeds. All Sable Palms need trimming. Weeds need to be hand pulled. Coontie Palms and ornamental grasses need to be cut back.

Sq Ft of Lawn: 14,500

Sq Ft Planter Bed: 8,050

Mulch Qty @ 2.5": 70 Yards Main Building + 20 Yards North/West buffer

Sq Ft Irrigation: TBD

Plants: Viburnum, Coontie Palms, Holly, Shilling, Flax Lily, Sago Palm, Ornamental Grasses

Trees: 22 Oak, 9 Crape Myrtle, 37 Palm

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-3. The Contractor will inspect the irrigation systems at the nine (9) locations on a weekly basis:

J-3-A. The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

J-3-B. The Contractor shall make every effort to protect the irrigation system and all of its components against damage from landscape equipment (i.e. mowers, weed eaters). The Contractor shall replace any irrigation heads damaged by landscape equipment or by the actions of their employees, at no cost to the LIBRARY.

J-3-C. The irrigation systems shall be maintained by the Contractor. The Contractor shall maintain and adjust the irrigation system in accordance with the manufacturer's specifications.

J-3-D. Inspection shall include but not be limited to valves, coverage patterns, and rain sensor operation.

J-3-E. Minor adjustments and repairs to all heads, head/emitter cleaning or replacement, filter cleaning, and small leaks associated with heads and risers shall be the responsibility of the Contractor using replacement components that are the same type and size as those damaged or broken. Said routine repairs will be included in the flat rate monthly landscaping and ground maintenance cost.

J-3-F. The Contractor shall clean sand and debris from in-ground utility covers including irrigation valves and quick coupling valves.

J-3-G. If the irrigation system fails to work, due to the Contractor's negligent performance, it shall be the sole responsibility of the Contractor to keep the affected area's plants, grass, and trees watered on a regular basis by using whatever means necessary, until the system is functioning properly.

J-3-H. Repairs to the irrigation system beyond the routine maintenance work as described above, shall be requested on a time and material basis, and the Contractor shall request approval by a LIBRARY Representative prior to starting any repairs. The Contractor shall be required to provide irrigation repairs, as needed and upon request of the LIBRARY Representative on a time and material basis.

J-4. The Contractor will follow the following mowing specifications for the nine (9) locations:

J-4-A. Mowing height for St. Augustine or Bahia turf shall be at three to four (3-4) inches.

J-4-B. Grass on the banks and bottoms of dry retention ponds, drainage ditches, and swales shall be maintained at a height of four (4) inches to maintain structural pond integrity. Contractor shall cut vegetation as close to the water line as possible. Care shall be taken so no cut vegetation enters the retention pond.

J-4-C. Mower blades shall be sharp at all times to provide a quality cut. Mower blades and mower deck is to be cleaned prior to mowing LIBRARY turf to prevent transferring nuisance plants such as crabgrass or dollar weed.

J-4-D. Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28.

J-4-E. It shall not be necessary to remove grass clippings as long as no readily visible clumps remain. If large grass clippings are present Contractor shall distribute by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor shall collect clippings until the disease is controlled.

J-4-F. All vegetative and non-vegetative trash and debris shall be picked up and removed from the property before mowing. Such trash or debris shall include, but not be limited to, bottles, cans, food wrappers, food containers, cigarette/cigar butts, newspapers, fallen limbs, etc.

J-5. The Contractor will follow the following trimming and edging specifications for the nine (9) locations:

J-5-A. Edging shall be performed at each mowing cycle around all paved areas including, but not limited to, hardscapes such as curbs, sidewalks and streets, around plant beds, trees, valve and utility boxes using a wheeled or stick edger.

J-5-B. Trimming around plants and trees shall be by appropriate mechanical means or by hand weeding. Care shall be taken to ensure that string trimmers or other mechanical means do not injure or damage plants, shrubs, or trees.

J-5-C. Contractor shall clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.

J-5-D. Contractor shall not sweep, blow or otherwise dispose of clippings or mower deck discharge in storm drains or retention ponds.

J-5-E. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes or pedestrian areas.

J-6. The Contractor will follow the following weed control specifications for the nine (9) locations:

J-6-A. All tree/palm wells are to be kept weed free and clean at all times by the use of mechanical methods, hand weeding, chemical applications or a combination of both.
NOTE: There are to be NO string trimmers used at the base of any tree or palm. If a

chemical herbicide is applied, that dead weed will be required to be removed, by the next scheduled visit.

J-6-B. The Contractor shall control weeds in the landscape as part of the fertilization program. The Contractor shall control weeds in landscape beds or ornamental areas through mechanical removal, hand weeding, chemical applications or a combination of both. Any dead or dying vegetation over two (2) inches high shall be removed.

J-6-C. During each site visit, the Contractor shall remove and dispose of all vegetation including but not limited to noxious weeds, vines, seedlings, and plant sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all signs, trees, shrubs and plants.

J-6-D. Noxious Weed Control : Noxious Weed list can be found on the United States Department of Agriculture website at the following link:

<https://plants.usda.gov/java/noxious?rptType=State&statefips=12>

J-6-E. The Contractor shall be responsible for weed control by manual (hand weeding), mechanical, or chemical means for walkways, pavements, hardscape, etc. Chemicals used shall not contain any dye or compound which may discolor walkways, pavements, or hardscape.

J-6-F. The use of herbicides, which may damage nearby landscaping, shall not be used on windy days.

J-6-G. It shall be the responsibility of the Contractor to follow a routine that shall make certain **there will be no visible weeds** in any landscape bed, tree/palm well, Parking Lot Island, and concrete or sidewalk area.

J-7. The Contractor will follow the following tree pruning specifications for the nine (9) locations:

J-7-A. Contractor shall prune and trim trees fifteen (15) feet above ground level, irrelevant to the total tree height or specimen.

J-7-B. Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All tree pruning shall encourage a single leader and develop a healthy branching structure.

- Crape Myrtles shall only be pruned during the dormant winter period. Crape Myrtles will be pruned at the knuckle that is approximately six (6) feet above the ground surface. The use of hand pruners for limbs ½ inch or less in diameter; loppers for limbs ½ to 1.5 inches in diameter and power shears for limbs greater than 1.5 inches in diameter is required.

- Flowering shrubs shall not be pruned until after the bloom cycle. If a plant species blooms year-round, then pruning shall be performed in the spring after the first flush of blooms.

J-7-C. Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the LIBRARY Representative or his/her designee.

J-7-D. Pruning shall include but not be limited to removal of vegetation which is dead, damaged or diseased.

J-7-E. All trees and large shrubs (Crape Myrtles) shall be kept sucker and water sprout free. Side shoots and branches may be “headed back” but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.

J-7-F. The Contractor shall remove all pruned materials and debris from the site after each site visit.

J-7-G. Contractor shall follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.

J-7-H. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, will be at the LIBRARY’s expense.

J-7-I. When pruning palm trees, the old “boots” will be removed, to give a “shaved” look to the bottom of the new growth.

J-8. The Contractor will follow the following mulching specifications for the nine (9) locations:

J-8-A. All mulched beds shall have all weeds and trash removed to maintain the landscape in an attractive condition. Hand weeding shall be performed if needed. All mulch shall be provided by the Contractor at the Contractor’s expense and shall be maintained at a three (3) inch depth, maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be replaced a minimum of twice per year (March and September).

J-8-B. The Contractor shall provide a re-mulch schedule notification to the LIBRARY Representative five (5) working days prior to install.

J-8-C. Mulch shall be pine bark in all landscape beds and paths.

J-8-D. Mulch shall not be applied within two (2) inches of plant trunks or stems, nor shall mulch be placed on top of any part of any plant.

J-8-E. Prior to any mulching the Contractor at the LIBRARY's request, shall remove excess layers of mulch.

J-8-F. Isolated trees and shrubs growing in turf areas require a one (1) foot diameter mulched area around them to avoid injury from mowers and string trimmers.

J-8-G. Mulch installation should only be in the designated mulch area. All trash related to the application of the new mulch is to be removed from the job site and disposed of properly.

J-9. The Contractor will follow the following fertilization and pest control specifications for the nine (9) locations:

Fertilization and Pest Control shall be ordered and authorized on an as-needed basis.

J-9-A. Pest control

Pest Control shall be ordered and authorized on an as-needed basis. The Contractor shall provide a quote upon request from the LIBRARY for this service per the unit price on the Proposal response form. No work shall be performed without a separate delivery order.

J-9-A-1) Application must comply with manufacturer's recommendations. Every chemical substance used must be on the list of chemical substances or have been submitted for inclusion on such list, as compiled by the Environmental Protection Agency (EPA) pursuant to the Toxic Substances Control Act and in compliance with all Federal, State and local pesticide laws. Materials and application shall meet all State and Federal Health and Safety Laws currently in effect. Material Safety Data Sheets must be submitted in writing thirty (30) days after NTP is issued for chemicals intended for use. All chemicals used must carry an EPA approved number.

J-9-A-2) Pest Control shall be performed according to Integrated Pest Management Strategies to control all insect, weed and pest problems as defined by Chapter 482, F.S. If necessary, the Contractor shall provide separate programs for each area to control infestation of mole cricket, chinch bug, and other pests on Bermuda, Bahia and St. Augustine grass areas. If such program(s) does not eliminate pests, the Contractor shall provide a new program(s) at no additional cost to the LIBRARY. In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected at the Contractor's expense. Submission of such pest control program shall not imply, directly or indirectly, the LIBRARY's approval or disapproval of the program.

J-9-A-3) Such program shall include, at a minimum, the following:

- As needed appropriate insecticides at the same time as fertilization.
- The Contractor shall inspect the entire property, including turf areas, shrubs, trees (including palms), mulch, and annuals on a weekly basis for any pest infestation. All infestations, including disease, weeds, fire ants, or other pests, shall be treated immediately. The LIBRARY Representative shall be informed via email of infestations discovered and treatments applied.
- Plants shall be routinely monitored for populations of damaging insects.
- Pesticides are used only when damage is likely and are applied only to the affected plant or area. The least toxic pesticide shall be used to effectively control the pest.

J-9-B. Fertilization

Fertilization shall be ordered and authorized on an as-needed basis. The Contractor shall provide a quote upon request from the LIBRARY for this service per the unit price on the Proposal response form. No work shall be performed without a separate delivery order.

J-9-B-1. The Contractor shall adhere to the Orange County Fertilizer Management Ordinance as noted in Chapter 15 of the Orange County Code inclusive of all amendments. The Contractor shall be responsible for any fines levied due to non-compliance.

J-9-B-2. The Contractor shall provide a fertilizer label to the LIBRARY Representative prior to application.

J-9-B-3. Turf around sprinkler heads shall not be treated with a non-selective herbicide (Non-Selective: An herbicide formulated to control both broadleaf and grass weeds.).

J-9-B-4. All fertilizers shall be applied to dry surfaces and blown or swept off any hardscape areas and into lawn areas or plant beds or picked up and removed from the site.

J-9-B-5. Fertilizers shall be broadcast over the entire planting bed and kept away from tree trunks.

J-9-B-6. The Contractor shall fertilize all landscape beds and grass/turf areas per the Orange County ordinances.

J-10. The Contractor will follow the following chemical application specifications for the nine (9) locations:

All chemicals and methods utilized shall be in compliance with all applicable Federal, State and local Health, Welfare, Environmental, and Sanitation Laws.

J-10-A. Pesticides should be used only if adequate control cannot be achieved with nonchemical methods. This is part of the routine service.

J-10-B. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

J-10-C. The Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on any LIBRARY property. Copies shall be maintained by the Contractor. All pesticides shall be approved by the LIBRARY Representative in writing prior to use.

J-10-D. Pesticides shall not be stored on any LIBRARY site.

J-10-E. Unless absolutely necessary, pesticides shall not be applied where employees or patrons are present. Prior authorization by the LIBRARY is required.

J-10-F. Insecticides shall be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.

SECTION K: QUALITY CONTROL PROGRAM:

The Contractor shall establish a complete quality control program to comply with the requirements of the contract that are as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Contract Administrator. The program shall include at least the following items:

K-1. Inspection System: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the LIBRARY staff identifies the deficiencies.

K-2. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.

K-3. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the Contract Administrator upon request.

K-4. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

SECTION L: RECORD KEEPING AND REPORTING REQUIREMENTS:

The following performance reports shall be provided by the Contractor via fax or email to the LIBRARY's Representative by the fifth (5th) day of each month and include at the minimum, observations of abnormal conditions and all maintenance performed.

A. As Needed Fertilization and Pest Control:

- Dates of application
- Product applied
- Total amount of product applied and rates of application

B. Irrigation Report

- System testing performed
- System conditions observed
- Repairs performed
- Repair Recommendations

SECTION M: SECURITY AND IDENTIFICATION:

All costs for background investigations including state and national fingerprinting-based record checks shall be Contractor's responsibility. The LIBRARY will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The LIBRARY reserves the right to conduct its own investigation of any employee of the Contractor.

The Contractor shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense, including any security clearance required by the Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit

them to LIBRARY for determining whether the employee is allowed to work for in a particular facility.

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

For all Contractor's staff that will be working at LIBRARY facilities – a Criminal History Check, conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the contractor), is required.

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

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

Contractor's employees will not be allowed to work in/on LIBRARY facilities without completed and approved background investigations.

Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the LIBRARY's Representative, in writing, of such termination or transfer.

The Contractor shall report the arrest of any employee working under the terms of this contract to the LIBRARY's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the LIBRARY whether the employee shall continue to work at LIBRARY locations within this contract.

The Contractor shall not use employees of any temporary employment agency to supplement his/her work force in/on LIBRARY buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the LIBRARY's Representative.

The Contractor shall prevent its employees from tampering with any owned items of LIBRARY employees or LIBRARY owned property or entering into any area unless required in the performance of the services.

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OCLS RFP 20-002
Landscaping And Ground Maintenance Services for OCLS
ATTACHMENT B – Branch Locations

Orlando Public Library (AKA Main Library)
101 East Central Blvd, Orlando FL 32801
Monday – Thursday 9am – 8pm
Friday – Saturday 9am – 6pm
Sunday 1pm – 6pm

Alafaya Branch
12000 East Colonial Drive, Orlando FL 32826
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Chickasaw Branch
870 North Chickasaw Trail, Orlando FL 32825
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

Eatonville Branch
200 East Kennedy Blvd., Eatonville FL 32751
Monday – Thursday 10am – 8pm
Friday – Saturday 10am – 8pm

North Orange Branch
1211 East Semoran Blvd, Apopka FL 32703
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

South Creek Branch
1702 Deerfield Blvd., Orlando FL 32837
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Southwest Branch
7255 Della Drive, Orlando FL 32819
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

West Oaks Branch
1821 East Silver Star Road, Ocoee FL 34761
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Winter Garden Branch
805 East Plant Street, Winter Garden FL 34787
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

OCLS RFP 20-002
Attachment C
THE ORANGE COUNTY LIBRARY SYSTEM
CONTRACTOR PERFORMANCE REPORT FOR PROFESSIONAL SERVICES

1. Report Period: _____ 2. Contract Period: _____
3. Contract# &/or P.O. #: _____ 4. Vendor Name: _____
5. Department: _____ 6. P.O. Description (Service Deliverables):
 (Continuing Services Providers, Janitorial, Maintenance, etc.)

NUMERIC RATINGS

0 = Unsatisfactory Performance – Achieves contract requirements less than 50% of the time; not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.

1 = Poor Performance – Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

2 = Satisfactory Performance – Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

3 = Good Performance – Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have no impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.

4 = Excellent Performance – Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer’s expectations are exceeded.

CATEGORY	RATING	COMMENTS
1. Quality of Services - Adhered to Work Plan - Technical Requirements Met - Reports/Administration Prompt - Personnel Assigned as Identified	0 1 2 3 4	
*2. Timeliness of Performance - Milestones Met as Scheduled - Displayed Reliability - On Time Completion/No Delays - Efficient Use of Manpower and Resources	0 1 2 3 4	
3. Business Relations - Responsive to Inquiries - Prompt Problem Notification	0 1 2 3 4	
4. Customer Satisfaction - Scope of Services Delivered - Met User Quality Requirements - Met all Industry Standards - Within Budget/Cost Estimate - Proper Invoicing	0 1 2 3 4	

5. Contractors Key Personnel - Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed	0 1 2 3 4	
AVERAGE SCORE		ADD ABOVE RATINGS: DIVIDE TOTAL BY NUMBER OF AREAS BEING RATED

Please note () - Report actual response times compared to contract response times (e.g., ambulance response time, technical support response time, delivery time for goods, software update timing).*

Would you select/recommend this vendor again?

If “NO”, please provide written comments:

Ratings completed by (print name)
Date

Ratings completed by (signature)

Department Head (print name)
Date

Department Head Signature

Vendor Representative (print name)
Date

Vendor Representative Signature

**PROPOSAL COVER PAGE
RFP OCLS-20-002**

Name of Business: _____

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

TIN#: _____

D-U-N-S® # _____

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

(City) (State) (Zip Code)

Contact Person: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____

Cell Phone Number: _____

Residence Telephone Number: _____

Email Address: _____

**ACKNOWLEDGEMENT OF ADDENDA
RFP OCLS-20-002**

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

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

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

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

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

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

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

Addenda acknowledged and accepted:

Signature: _____

Printed Name: _____

Date: _____

**AUTHORIZED SIGNATORIES/NEGOTIATORS
RFP OCLS-20-002**

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

Name	Title	Telephone Number/Email

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

Type of Organization

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Non-Profit
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> 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 PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

(Proposer's Signature) (Title)

(Proposer's Printed Name) (Date)

(Name of Business)

**DRUG-FREE WORKPLACE FORM
RFP OCLS-20-002**

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal 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 Proposal, 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 1893 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.
7. Require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFP OCLS-20-002 Landscaping Services for OCLS, within the state of Florida to acknowledge the Drug-Free Workplace requirement by signing and submitting same form at time of contract execution.

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

(Proposer's Signature)

(Date)

(Proposer's Printed Name)

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
RFP OCLS-20-002**

CHECK ONE:

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

OR

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

LITIGATION STATEMENT

CHECK ONE:

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

OR

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

Name of Business: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Failure to check the appropriate blocks above may result in disqualification of your Proposal. 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 Proposal.

**E VERIFICATION CERTIFICATION
RFP OCLS-20-002**

NAME OF CONSULTANT: _____ (referred to herein as
“CONSULTANT”)

ADDRESS OF CONSULTANT: _____

The undersigned does hereby certify that the above-named CONSULTANT:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the CONSULTANT will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that 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 CONSULTANT will be providing labor under the contract, and consequently is unable to use the E-Verify system.

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

The undersigned will require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFP OCLS-20-002 Landscaping Services for OCLS, within the state of Florida to acknowledge the E Verification Certification requirement by signing and submitting same form at time of contract execution.

In accordance with Section 837.06, Florida Statutes, CONSULTANT 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: _____

Printed NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFP OCLS-20-002**

For all procurement items that will come before the Orange County Library System (OCLS) Procurement Committee for final approval, this form shall be completed by the Proposer and shall be submitted as part of the response to this RFQ/RFP/IFB submitted by the Proposer.

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____ Fax: () _____

INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name of Proposer's Authorized Agent:

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

Business Phone: () _____ Fax: () _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFP OCLS-20-002**

Part II

IS THE PROPOSER A RELATIVE OF THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES?

___ YES ___ NO

IS THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES?

___ 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)

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFP OCLS-20-002**

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

_____ (Proposer's Signature) _____ (Date)

Printed Name and Title of Person completing this form:

STATE OF: _____

COUNTY OF: _____

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

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

(Notary Seal)

Signature of Notary Public

Notary Public for the State of _____

My Commission Expires: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS
RFP OCLS-20-002**

Proposer's Name of Business: _____

NOTE: BUSINESS NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER

FEIN/TIN#: _____

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

(City)

(State)

(Zip Code)

Contact Person: _____

Contact Person Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of varying amounts that are engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria, or is on any of the following Scrutinized Companies Lists:

- Scrutinized Companies with Activities in Sudan List, or
- Scrutinized Companies with Activities in the Iran Petroleum Sector List, or
- Scrutinized Companies that Boycott Israel List

As the person authorized to sign on behalf of Proposer, I hereby certify that I have reviewed Section 287.135, Florida Statutes, and the company identified as the "Proposer's Name of Business" above is not engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria, or is on any of the above noted Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes. The submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs.

Certified Signature: _____

Printed Name: _____

Certifier Title: _____

Date: _____

OCLS RFP 20-002 Scope of Service Submittal Checklist

- _____ Exceptions to Contract, if any (page 2)
- _____ 5 Printed and 1 Electronic copies of proposal (page 3)
- _____ Redacted Copy on Separate USB, if applicable (page 3)
- _____ Inspected all 9 sites between March 23 and March 31 (pages 5 and 6)
- _____ Required Forms (page 10)
 - PROPOSAL COVER PAGE (and W-9 Form) [page 45]
 - ACKNOWLEDGEMENT OF ADDENDA [page 46]
 - AUTHORIZED SIGNATORIES/NEGOTIATORS [page 47]
 - DRUG-FREE WORKPLACE FORM [page 48]
 - CONFLICT/NON-CONFLICT OF INTEREST STATEMENT [page 49]
 - E VERIFICATION CERTIFICATION [page 50]
 - RELATIONSHIP DISCLOSURE FORM [page 51-53]
 - SCRUTINIZED COMPANIES LISTS [page 54]
 - SCOPE OF SERVICES SUBMITTAL CHECKLIST [page 55]
 - Bid Sheet (**in a sealed envelope**) [page 56-57]
- _____ List Project Manager, Landscaping and Ground Maintenance Supervisor, Quality Assurance Supervisor, and Other Key Personnel (page 20)
 - Bios
 - Resumes
 - Org Chart
- _____ 3 References with 1 having 8 or more locations with > 175,000 combined square footage (page 18)
- _____ Required Submittal Items (page 19 – 21)
 - Title Page
 - Table of Contents
 - Letter of Transmittal
 - Firm Organization (including copy of licenses and permits)
 - Previous Experience
 - References
 - Key Personnel and Equipment
 - List equipment and facilities available to do the work
 - List of all Lawsuits in last 5 Years
 - Describe Approach to Providing Services, Quality Assurance Plan and Staff Training
 - Provide detailed one-time clean-up needed at each location

Authorized Signature: _____

Authorized Printed Name: _____

Date: _____

OCLS RFP 20-002 Bid Sheet – Lot A – Recurring Service

Location	Address	Monthly Fee	Annual Qty	Annual Cost
Main	101 East Central Blvd	\$	X 12	\$
Alafaya	12000 E. Colonial Drive	\$	X 12	\$
Chickasaw	870 N. Chickasaw Trail	\$	X 12	\$
Eatonville	200 E. Kennedy Blvd	\$	X 12	\$
North Orange	1211 E. Semoran Blvd	\$	X 12	\$
South Creek	1702 Deerfield Blvd	\$	X 12	\$
Southwest	7255 Della Drive	\$	X 12	\$
West Oaks	1821 E. Silver Star Road	\$	X 12	\$
Winter Garden	805 E. Plant Street	\$	X 12	\$
Total Annual Cost				\$
				Times 5
= Total 5 Year Cost				\$

OCLS RFP 20-002 Bid Sheet – Lot B – Additional Service

Service	Fee	Annual X Qty	Annual = Cost
Pest Control Application (Includes all costs) Per Hour	\$	X 1040	\$
Fertilizer Application (Includes all Costs) Per Hour	\$	X 1040	\$
Additional Sprinkler Repair (Labor Only) Per Hour	\$	X 1040	\$
Additional Sprinkler Parts (1 + Markup = Fee)		X \$3,000	\$
Additional Tree Trimming Per Tree	\$	X100	\$
Total Annual Cost			\$
			Times 5
= Total 5 Year Cost			\$
Note: Quantities are estimated for calculation purposes and are not guaranteed.			

OCLS RFP 20-002 Bid Sheet – Lot C – One-Time Clean-Up *

Location	Address	One-Time Cost
Main	101 East Central Blvd	\$
Alafaya	12000 E. Colonial Drive	\$
Chickasaw	870 N. Chickasaw Trail	\$
Eatonville	200 E. Kennedy Blvd	\$
North Orange	1211 E. Semoran Blvd	\$
South Creek	1702 Deerfield Blvd	\$
Southwest	7255 Della Drive	\$
West Oaks	1821 E. Silver Star Road	\$
Winter Garden	805 E. Plant Street	\$
	Total One-Time Clean-Up Cost	\$

Total 5 Year Recurring Cost From Lot A \$ _____

Total 5 Year Additional Costs From Lot B \$ _____

Total One-Time Clean-Up Cost From Lot C \$ _____

Total Combined Costs \$ _____

* FIRM is to provide a detailed review of the property and an explanation of one-time clean-up needed and provide a detailed listing of services and associated cost per location on their letterhead.

By submitting this Proposal, I hereby certify that the prices and costs listed in response to RFP OCLS-20-002 Landscaping Services for OCLS are true and accurate and are valid for 90 days after the Proposal opening date.

Authorized Signature: _____

Authorized Printed Name: _____

Date: _____

DRAFT CONTRACT # OCLS-20-002
Landscaping and Ground Maintenance Services for OCLS

THIS CONTRACT made and entered into this _____ day of _____ 2020, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as "LIBRARY" and:

> _____
> _____
> _____
FEDERAL I. D. # > _____

hereinafter referred to as "VENDOR".

RECITALS

WHEREAS, the LIBRARY desires to retain landscaping and ground maintenance services for nine (9) of the LIBRARY's fifteen (15) locations ("SERVICES"). The type and SERVICES to be performed by VENDOR are described in Attachment A, "Scope of Services", and the locations where services are to be performed are detailed in Attachment B "Branch Locations" which is attached to this Contract and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the VENDOR in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the VENDOR is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Performance of Services. The VENDOR shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the Scope of Services denoted in Attachment A "Scope of Services" performing said SERVICES to the nine (9) locations detailed in Attachment B "Branch Locations" and using the rates noted on Attachment D "Rates" to provide said SERVICES. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated ("Purchase Order") and a "Notice to Proceed" letter will be issued by the LIBRARY, giving authorization to the VENDOR to proceed with performing and completing the agreed to SERVICES.

II. PAYMENT

- A. **FEES:** The LIBRARY agrees to pay the VENDOR for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.
- B. **PAYMENTS:** The LIBRARY shall pay the VENDOR in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY.

- C. **SUSPENSION OF PAYMENTS BY LIBRARY:** In the event the VENDOR falls fifteen (15%) percent behind performing required SERVICES set forth in Attachment A "Scope of Services", no further payments will be made until the VENDOR brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.
- D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the VENDOR shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the VENDOR, the VENDOR may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been should result in additional compensation to the VENDOR. The VENDOR's proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit C "Rates ". A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.
- G. **FEE LIMITATION CLAUSE:** The VENDOR shall utilize the same hourly rates as set forth in Exhibit C "Rates " in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.
- H. **PRICE ADJUSTMENT**

Written request for rates adjustment may be made only under the following conditions:

- a. If a specific contract's performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining

period of the contract if less than one (1) year.

- b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.
- c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY's Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III. RESPONSIBILITY OF THE VENDOR

- A. The VENDOR shall be responsible for the professional quality and the coordination of all SERVICES furnished by the VENDOR under this Contract. The VENDOR shall, without additional compensation, correct or revise any errors or deficiencies in its providing of SERVICES.
- B. The Project Manager and Supervisor must be currently employed by the FIRM, and must be licensed to work in the State of Florida.
- C. Substitution of the Project Manager or Other Key Personnel: The VENDOR shall not substitute any key personnel without the prior written approval of the LIBRARY's Contract Administrator. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the LIBRARY'S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this

Contract, and the VENDOR shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the VENDOR'S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

- E. If the VENDOR is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The LIBRARY may require in writing that the VENDOR remove from any LIBRARY location any of the VENDOR'S personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY's use of this provision will be valid. VENDOR shall indemnify and hold the LIBRARY harmless from and against any claim by VENDOR's personnel on account of the use of this provision.
- G. The LIBRARY will provide the VENDOR a copy of the LIBRARY's Rules of Conduct, which will apply to the VENDOR personnel while on the LIBRARY's own or leased property.
- H. VENDOR shall coordinate its SERVICES with the SERVICES performed by the LIBRARY's other VENDORS engaged by Library for the various projects.

IV. LIBRARY'S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

- A. Furnish the VENDOR with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY'S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the VENDOR.
- B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the VENDOR. The availability and necessity of said personnel to assist the VENDOR shall be determined solely within the discretion of the LIBRARY.

V. LIBRARY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY's Contract Administrator, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY's Contract Administrator, or designated representative, shall have the following responsibilities:

- A. Examination of all reports and other documents presented by the VENDOR and rendering, in writing, decisions indicating the LIBRARY'S approval or disapproval within a reasonable time so as not to materially delay the work of the VENDOR.

- B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to materials, methods and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the VENDOR whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Scope of Services.

VI. TERMINATION OF CONTRACT

- A. **TERM:** The term of this Contract shall be for a period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)"). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the VENDOR, terminate this contract for default in whole or in part (task authorizations, if applicable) if the VENDOR fails to:

1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY’s performance standards
2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this Contract
4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the VENDOR through the LIBRARY’s Chief Financial Officer, affording VENDOR 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 VENDOR. The VENDOR shall be liable for any damage to the LIBRARY resulting from the VENDOR’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

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

- Stop all work and SERVICES on the date and to the extent specified.

- Terminate and settle all orders relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

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

C. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY'S interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY'S Notice of Termination for convenience shall provide the VENDOR thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

D. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the VENDOR'S sole and exclusive remedy is payment for SERVICES performed, and VENDOR shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the VENDOR, in the event the Contract termination is for cause as described herein.

VII. TERMINATION NOTICE

The LIBRARY'S Chief Financial Officer, shall issue any and all notices involving termination of this contract.

VIII. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

A. INSURANCE COVERAGE:

VENDOR 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 LIBRARY'S review or acceptance of insurance maintained by VENDOR is

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

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

➤ **Required Liability Coverage:**

- Commercial General Liability - The VENDOR shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than **\$1,000,000 (one million dollars) per occurrence**. VENDOR 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 Liability 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.

➤ **Required Automotive Coverage:**

- Business Automobile Liability - The VENDOR shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the VENDOR does not own automobiles the VENDOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Automotive Endorsements: None

➤ **Required Workers' Compensation Coverage:**

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

➤ **Required Workers' Compensation Endorsements:**

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

➤ **Required Fidelity Liability Coverage:**

- Fidelity / Employee Dishonesty - with a limit of not less than or equal to the Contract Amount per occurrence/claim

When a self-insured retention or deductible exceeds \$50,000 the LIBRARY reserves the right to request a copy of VENDOR most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the VENDOR 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 agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the VENDOR of the obligation to provide replacement coverage.

By entering into this contract VENDOR agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY 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 to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR 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 shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the VENDOR shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

VENDOR shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY's contracted certificate compliance management firm. The certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. VENDOR shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The VENDOR shall provide evidence of replacement coverage to maintain compliance

with the aforementioned insurance requirements to the LIBRARY 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 Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

B. INDEMNIFICATION - VENDORS:

The VENDOR to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the VENDOR and persons employed or utilized by the VENDOR in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

C. SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The VENDOR shall at all times:

- ...Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
- Take all reasonable precautions to prevent injury to VENDOR employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, VENDORS or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- 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)
- Any good delivered under a contract resulting from this Proposal shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- The chemical name and the common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosiveness and reactivity;
 - 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
 - The primary route of entry and symptoms of over exposure.
- 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.
- The emergency procedure for spills, fire, disposal and first aid.
- 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.
- 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.
- Equipment shall meet all State and Federal safety regulations.

IX. TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The VENDOR hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The VENDOR shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the VENDOR for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

- D. VENDOR's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; sub-contract files (including proposals of successful and unsuccessful Proposers, Proposal recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other VENDOR records which may have a bearing on matters of interest to the LIBRARY in connection with the VENDOR's dealings with the LIBRARY (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) VENDOR compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the VENDOR or his payees; or
- 5) Compliance with the LIBRARY's business ethics; or
- 6) Compliance with applicable state statutes and LIBRARY Ordinances or Regulations.

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where VENDOR's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), VENDOR agrees to provide the LIBRARY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

- F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

- G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the VENDOR as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the VENDOR's local place of business. If the records are unavailable locally, it shall be the VENDOR's responsibility to ensure that all required records are provided at the VENDOR's expense including payment of travel and maintenance costs incurred by the LIBRARY's authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY's expense.
- I. VENDOR shall require all payees (examples of payees include sub-contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between VENDOR and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-contractors and sub-subcontractors, material suppliers, etc. VENDOR shall cooperate fully and shall cause all aforementioned parties and all of VENDOR's sub-contractors (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The LIBRARY's authorized representatives or designees shall have reasonable access to the VENDOR's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, VENDOR agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of VENDORS and/or sub-contractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the VENDOR to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY's audit shall be reimbursed to the LIBRARY by the VENDOR. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the VENDOR's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY's findings to the VENDOR.

X. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, field notebooks/logs, and all other data other than working papers, prepared or obtained by the VENDOR in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XI. WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM OF JOB:** The SERVICES to be rendered by the VENDOR shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed Task Frequency schedule will be included in each Purchase Order. The purpose of this schedule is to:
1. Provide task deadlines for the VENDOR upon which the LIBRARY may rely;
 2. Provide guidance for the LIBRARY in honoring the VENDOR'S monthly invoices for payments; and
 3. Provide a framework against which the LIBRARY may suspend payments as provided in Article II C hereof.
- C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the VENDOR and of the details thereof. Coordination shall be maintained by the VENDOR with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.
- D. **DELAYS NOT FAULT OF VENDOR; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the items submitted by the VENDOR, or if there are delays occasioned by circumstance beyond the control of the VENDOR which delay the task completion date, the LIBRARY may grant to the VENDOR, by "Letter of Approval" an extension of the task completion time or revision to the completion schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the VENDOR to ensure at all times that sufficient Contract time remains within which to complete SERVICES. In the event there have been delays which would affect the completion date, the VENDOR shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. SUSPENSION OF SERVICES BY LIBRARY:

- i. Right of LIBRARY to Suspend Services and Order Resumption – The performance of VENDOR'S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of VENDOR'S SERVICES hereunder, it shall so notify the VENDOR in writing, such suspension becoming effective upon the date of its receipt by VENDOR. The LIBRARY shall promptly pay to the VENDOR all fees which have become due and payable to the VENDOR prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the VENDOR unless and until the LIBRARY notifies the VENDOR that the SERVICES of the VENDOR called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that VENDOR'S SERVICES hereunder are to be resumed, VENDOR shall complete the SERVICES of VENDOR called for in any Purchase Order and this Contract and VENDOR, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to VENDOR under this Contract unless and until VENDOR has attained that stage of SERVICES where the same would be due and payable to VENDOR under the provision of this Contract.

- ii. Renegotiation by VENDOR; Right to Terminate – If the aggregate time of the LIBRARY'S suspension or suspension of VENDOR'S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then VENDOR and LIBRARY shall, upon request of VENDOR, meet to assess the SERVICES remaining to be performed and the total fees paid to VENDOR hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the VENDOR for the balance of the SERVICES to be performed hereunder. No increase in fees to the VENDOR shall be allowed unless based upon clear and convincing evidence of an increase in VENDOR'S costs attributable to the aforesaid suspensions. If an increase in the VENDOR'S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, VENDOR may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XII. STANDARDS OF CONDUCT

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

- B. The VENDOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability/handicap, national origin, creed, marital status, or veteran's status in the performance of work under this Contract.
- C. The VENDOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the VENDOR, or any interest in property which the VENDOR may have. The VENDOR further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

XIII. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The VENDOR shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the VENDOR desire to utilize such specialists, the VENDOR is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The VENDOR shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists from the fee heretofore stated. SERVICES rendered by the VENDOR in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the VENDOR for such SERVICES.
- C. All final plans and documents prepared by the VENDOR must bear the endorsement of a person in the full employ of the VENDOR and be duly licensed to work in the State of Florida.
- D. The VENDOR shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the VENDOR from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XIV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of

any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XV. EQUAL OPPORTUNITY

The LIBRARY's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability/handicap, national origin, creed, marital status, or veteran's status, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

- A. The VENDOR shall adopt and maintain or provide evidence to the LIBRARY that VENDOR has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.
- B. The VENDOR agrees that, on written request, the VENDOR shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, 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.
- C. The VENDOR agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVI. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVII. 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 VENDOR against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The VENDOR 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 VENDOR believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the VENDOR.”

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

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the VENDOR. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of VENDOR’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The VENDOR 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 LIBRARY’s Chief Financial Officer.

XVIII. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XIX. PROHIBITION AGAINST CONTINGENT FEES

The VENDOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XX. TOBACCO FREE CAMPUS

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to the VENDOR, the VENDOR's personnel and their sub-contractor(s) personnel during contract performance on LIBRARY owned or leased 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.

XXI. DRUG FREE WORKPLACE

By submission of a proposal in response to solicitation OCLS 20-002 Landscaping Services for OCLS and entering into this Contract, the VENDOR acknowledges the LIBRARY's Drug Free Workplace requirement applies to the VENDOR and their sub-contractor(s). The VENDOR shall complete and submit the Drug Free Workplace Form with their executed Contract. Sub-contractors will be required to submit same prior to contract is issued.

XXII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the VENDOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the VENDOR after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the VENDOR'S sub-contractors that are hired by those sub-contractors after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

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

Therefore, by submission of a proposal in response to solicitation OCLS RFP 20-002 Landscaping Services for OCLS and entering into this Contract, the VENDOR confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The VENDOR further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIII. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

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

XXIV.

FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the VENDOR affirms that it is not currently listed in the Florida Department of Management SERVICES Convicted/Suspended/Discriminatory Complaint Vendor List.

XXV. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract 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.

XXVI.

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

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

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY's custodian of public records, provide LIBRARY 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.
- 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 VENDOR does not transfer the records to LIBRARY.
- Upon completion of the contract, VENDOR agrees to transfer at no cost to LIBRARY all public records in possession of the VENDOR or keep and maintain public records required by LIBRARY to perform the service. If the VENDOR transfers all public record to LIBRARY upon completion of the contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY's custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.

- A VENDOR who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

- **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Orange County Library System
Attn: Public Records Custodian
5th Floor Finance Offices
101 East Central Blvd.
Orlando, Florida 32801

XXVII. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the VENDOR certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the VENDOR is found to have submitted a false certification as to the above or if the VENDOR is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the VENDOR has submitted a false certification, LIBRARY will provide written notice to the VENDOR. Unless the VENDOR demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY's determination of false certification was made in error, LIBRARY shall bring a civil action against the VENDOR. If LIBRARY's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the VENDOR, and the VENDOR will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY's determination of false certification by the VENDOR.

If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXVIII. Rules of Conduct

Upon award of a contract, the FIRM will be provided a copy of the LIBRARY's Rules of Conduct. FIRM is to share the Rules of Conduct with their staff and ensure their employees adhere to the same. In particular, Rule 5 concerning the possession and/or consumption of alcohol.

XXIV. Parking

The LIBRARY will show FIRM where they are to park their vehicles at each location as not to block LIBRARY patrons access to the various locations. FIRMs are to caution their employees NOT TO park in ADA / Handicap spots. Repeated offenses will result in that employee being removed from the contract and possibility of the vehicle being towed. FIRM and/or employee will be responsible for any tickets or fines as a result of parking violations

XXX. RFP OCLS-20-002 Inclusion:

By executing this Contract, VENDOR acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFP OCLS-20-002, the RFIs and addendums associated with RFP OCLS 20-002, which together lead to the creation of this Contract are binding. The VENDOR also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, etc. are binding upon them and their sub-contractor(s).

VENDOR

Orange County Library Systems

Signature

Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

Name Typed or Printed

Title

LIBRARY Sign Date

VENDOR Signed Date

OCLS Contract # 20-002
Landscaping And Ground Maintenance Services for OCLS
ATTACHMENT A - SCOPE OF SERVICES

SECTION A - GENERAL REQUIREMENTS:

Timely performance is of the essence in the award of this Request For Proposal s. Performance shall be no later than **twenty-four (24)** hours from receipt of delivery order. Proposals 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 the LIBRARY the sum extended by the LIBRARY to contract for like services approved by the Facilities Operations Division for the period from the required scheduled commencement date until performance of services covered in the Request For Proposal s is completed.

The Contractor shall, within **two (2)** calendar days from the beginning of such delay, notify the LIBRARY's Chief Financial Officer in writing of the cause(s) of the delay.

The Contractor shall provide landscaping and ground maintenance services for the LIBRARY Branch locations under this contract. The work includes furnishing all labor, supervision, transportation, tools, equipment and materials necessary for accomplishment of landscaping and ground maintenance services in accordance with these specifications, and subject to the terms of this RFP and the resulting contract.

The Contractor shall be responsible for maintaining the landscape and keeping grounds clean, neat, and well-tended at LIBRARY facilities. Work under this contract includes, but is not limited to, mowing, pruning, tree trimming, edging, litter removal, irrigation system maintenance, and as-needed fertilization and pest control services. The Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, and pay related disposal fees and supervision to deliver all grounds maintenance services as described herein on the premises of facilities listed within these specifications.

The Contractor shall perform services at days and times agreed to for each location. Standard and non-standard business hours are dependent upon each location. Landscaping and ground maintenance work schedules are typically during non-standard business hours. Work location and the LIBRARY's standard and non-standard business hours are specified in Attachment B, "Branch Locations".

SECTION B - STAFFING REQUIREMENTS:

B-1. Terminology

B-1-1) Supervisors – Shall be responsible for the direct supervision of all landscaping and ground maintenance staff. All supervisors herein shall be non-working supervisors, meaning supervisors shall not perform any daily or project routines other than for training or demonstration purposes only. Supervisors assigned under this contract shall not engage in supervision or performance of services for any other customer of the Contractor while on duty as a nonworking supervisor as required herein. All supervisors shall have a minimum of five (5) years of supervisory experience and shall be capable of verbal and written communication in the English language.

B-1-2) Crew Leaders – Shall be responsible for the oversight of work performed by the landscaping and ground maintenance crewmembers. Crew Leaders shall check on crewmembers to ensure work performed is in accordance with contract specifications. Crew Leaders shall ensure the property is in neat order before leaving. Crew leaders under this contract shall have a minimum of two (2) years landscaping and ground maintenance experience and shall be capable of verbal and written communication in the English language.

B-1-3) Contract Inspector/Support Specialist –Contract Inspector and Support Specialist titles may be used interchangeably throughout this contract. This is the representative of the LIBRARY's personnel designated to monitor and inspect performance and progress of services provided under this contract. The Contract Inspector/Support Specialist will report the result of inspections to the Contract Administrator.

B-1-4) Contract Administrator – This is the representative of the LIBRARY's personnel designated to monitor the performance of the Contractor to ensure they are adhering to the terms and conditions of the RFP and resulting contract. The Contract Administrator's duties shall include but not be limited to approval or denial of invoices, contract renewals, or pricing changes. The Contract Administrator shall also have authority to request Contractor personnel removal from job site, issue fines or cost deductions as noted in the RFP and resulting contract as well as other standard Administrator duties.

B-2. Code of Conduct

B-2-1) The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract.

B-2-2) The Contractor shall be responsible for any damages caused by an employee of the Contractor to LIBRARY property whether caused by negligence or improper training.

B-2-3) The Contractor shall promptly notify the Contract Inspector/Support Specialist, via e-mail to _ServiceClerk@ocls.info, of repairs need for, or damages observed to malfunctioning fixtures, and building components, sprinklers, hose bibs, etc. which are observed during the performance of services.

B-2-4) There shall be no smoking (including vaping or the use of any tobacco product such as chewing tobacco, snuff, etc.) in LIBRARY facilities nor on LIBRARY grounds. The use of controlled substances, illegal substances, and/or alcohol is prohibited while working on LIBRARY property at any time. The Contract Inspector/Support Specialist will request that anyone suspected of smoking and/or working under the influence of alcohol or controlled substances be removed from the workplace.

B-2-5) The Contractor shall remove from service any employee, in the opinion of the Contract Administrator, is not performing the services in a professional manner or not adhering to the LIBRARY's Rules of Conduct.

B-2-6) The Contractor shall not use employees of any temporary employment agency to supplement their workforce in LIBRARY buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the Contract Administrator.

B-2-7) The Contractor shall ensure that lost articles found by Contractor employees are turned in immediately to the Contractor Inspector/Support Specialist.

B-2-8) The Contractor shall prevent their employees from opening, tampering with, using or moving LIBRARY equipment,

B-2-9) Use of LIBRARY telephones is prohibited. The Contractor shall be responsible for any charges incurred by a Contractor employee making calls on LIBRARY telephones.

B-2-10) In the event that a Contractor's employee, while performing landscaping and ground maintenance services, observes an individual attempting to enter a locked LIBRARY facility after normal working hours, they shall immediately notify the appropriate building security personnel or the designated Contract Inspector.

B-2-11) The Contractor shall designate a LIBRARY-approved emergency assembly area for their staff in each building.

B-2-12) Only the Contractor and its direct employees are allowed on the LIBRARY premises after standard business hours and only then to perform the tasks required under this contract. Family members and friends who are not direct employees assigned to the location are forbidden to accompany or visit the Contractor or its employees on LIBRARY premises during the performance of this work. Children are forbidden from accompanying or visiting the Contractor or its employees during the course of the performance of this work

B-2-13) No employee of the Contractor shall solicit or accept any gratuities from anyone on LIBRARY premises.

B-2-14) The Contractor shall develop, implement, and maintain adequate procedures to ensure that no employee(s) of the Contractor scavenge any items from any LIBRARY buildings or properties.

B-2-15) Use of LIBRARY staff or public computers is prohibited. If Contractor employee is observed using LIBRARY computers while performing duties under this contract, the employee shall be removed from this contract.

B-2-16) The Contractor will ensure their employees are given a copy of the LIBRARY's Rules of Conduct and will ensure their employees adhere to same.

B-3. Dress Code

B-3-1) During the performance of services, the Contractor shall ensure that all of its employees are clean, neat and appropriately attired with uniforms and appropriate shoes. No open-toed shoes shall be allowed.

B-3-2) Uniforms shall consist of a shirt or blouse, long pants, smock or apron. The shirt or blouse shall have the Contractor's name or logo above the left or right breast pocket. No advertising and/or slogans may be printed on uniforms. Pant length shall cover ankles. Sweatpants, jogging suites, leggings, etc. are not allowed. Uniforms are to be fresh and clean at start of the shift.

B-3-3) The Contractor shall provide each employee with an identification badge that displays the Contractor's name, the employee's name and employee picture.

B-3-4) The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on the premises of the LIBRARY.

B-3-5) The LIBRARY's Contract Administrator shall allow modifications to the uniform specifications at their discretion.

B-4. Security Clearance

B-4-1) Background checks for all Contractor's staff shall be approved by the LIBRARY prior to working in any LIBRARY facility. All costs for background investigations shall be Contractor's responsibility. The LIBRARY reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.

B-4-2) Contractor shall comply with the different security requirements for each LIBRARY facility.

B-4-3) The Contractor shall be required to submit an updated list of all employees assigned to service this contract on a monthly basis to the Support Specialist and Contractor Administrator. Employee listing shall identify new employees and employees terminated within the last thirty (30) days.

B-5. STAFFING LOGS

Non-Working Supervisors, Crew Leaders and landscaping and ground maintenance Staff shall be of an adequate number to maintain the Contract specifications and scope of services. The LIBRARY reserves the right to require additional staffing at any location where the Contract specifications are not being met, at no additional cost to the LIBRARY.

Contractor's staff shall maintain a log at each building which states the name of the Non-Working Supervisor, Crew Leader and landscaping and ground maintenance Staff and indicates the time clocked in and out and number of hours spent at each location. This log shall be available for review by the Support Specialist at any time.

B-6. STAFFING REQUIREMENTS

The Contractor shall make available a 7:00 A.M to 5:00 P.M. contact person for emergency and non-emergency service, including repairs to the landscape or irrigation system. Contractor shall provide to the LIBRARY's Representative a telephone number and email address for the Contractor's contact person.

The Contractor shall identify a primary contact person with whom the Contract Administrator may consult with regarding contract performance throughout the entire life of the contract. The Contractor shall provide a working phone number, fax number, and e-mail address for this person. This person shall be reachable by phone at all times during standard business hours.

The Contractor shall notify the Contract Administrator in writing at least forty-eight (48) hours prior to the replacement of the primary contact person. The name of the replacement contact person shall be provided at that time along with updated contact information.

The primary contact person shall be available to make decisions on behalf of the Contractor including, but not limited to, changes in service and schedule.

The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors. New employees hired after contract award shall meet and follow the same requirement for the duration of the contract.

Any subcontracting shall be requested in advance and permitted under the guidelines and Proposal Responses provided herein. All subcontractors shall have the prior approval of the LIBRARY Representative.

Effective communication with the LIBRARY staff and building occupants is required to perform this Scope of Services. Therefore, Contractor shall ensure that all points of contact and project managers are able to read, write, and speak English fluently.

The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.

The Contractor shall ensure proper dress code, appearance, and conduct of its employees while on LIBRARY premises. Employees are to conduct themselves in a business-like manner at all times. Open-toed shoes are not permitted. The Contractor shall ensure that all of its employees are clean, neat and appropriately attired during the performance of the services.

There shall be no smoking on LIBRARY property at any time.

The LIBRARY Representative will inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.

Only Contractor employees shall be used to perform the required services in this contract unless otherwise approved, in writing, by the LIBRARY Representative. The Contractor shall not use employees of any temporary employment agency or casual/day laborer to supplement his work force in LIBRARY buildings for any reason.

All Contractor personnel shall identify themselves at the appropriate administrative office, sign-in or check-in with an authorized LIBRARY Representative upon arrival and prior to beginning work and upon completion of work and leaving site.

B-7. PERFORMANCE REQUIREMENTS

All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the; (1) industry, (2) equipment and chemical manufacturers, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes.

The Contractor shall conform to all Federal, State, City, and Orange LIBRARY standards and regulations during the performance of the contract including but not limited to:

- Florida Department of Agriculture and Consumer Services (FDACS)
- Pest Control Act, Chapter 482, Florida Statutes (F.S.).
- Florida Department of Environmental Protection (FDEP)
- United States Environmental Protection Agency (EPA)
- Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry
- Florida Nursery, Growers, and Landscape Association (FNGLA)

It is the responsibility of the Contractor to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.

All services required under this contract 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, licensed or permitted under state and local law to perform such services.

Any damage to LIBRARY facilities or property due to the services performed by the Contractor, subcontractor, and employees shall be the responsibility of the Contractor.

The LIBRARY Representative, with advisement of the Contract Administrator, may request the Contractor remove any employee (including supervisor and subcontractors) if it is determined that services are not being performed in accordance with the terms and conditions of this contract.

Work shall be scheduled to provide the least inconvenience to building occupants and visitors. All service visits shall be coordinated with the LIBRARY Representative. The Contractor shall follow the directives of the LIBRARY Representative with respect to scheduling services and any deliveries under this contract.

Services not performed in accordance to the content of this contract will be considered unsatisfactory, unacceptable, and might be subject to a deficiency surcharge. Unsatisfactory or non-performance occurrences include but are not limited to:

- 4) Services at a site were not performed in strict accordance with performance specifications and standards or not performed at the specified frequency.
- 5) Services were not performed within the scheduled hours.
- 6) Worksite was not safely secured when leaving at the end of a work shift or any other breach in security.
- 4) Failure to provide adequate staffing to meet the operational needs of the contract

SECTION C - CONTRACT ADMINISTRATION AND CONTRACT INSPECTION:

C-1) The LIBRARY reserves the right to inspect work performed by the Contractor at the LIBRARY's discretion. The Contract Administrator for this contract shall be the sole representative in regards to enforcement/performance. At no time will any other LIBRARY employee supersede the Contract Administrator's decisions/authority with respect to this contract. In addition to the Contract Administrator, a Contractor Inspector/Support Specialist may be designated by the Contract Administrator to monitor and inspect performance and progress of the services provided under this contract. Work performed by the Contractor is subject to inspection at any phase of performance at the LIBRARY's discretion. The LIBRARY will use a standard Monthly Contractor Performance Report for professional services. A sample copy of the report is included as Attachment C.

C-2) The Contract Inspector/Support Specialist shall not act as supervisor over the Contractor's employees or perform landscaping and ground maintenance work under this contract. The Contract Inspector/Support Specialist shall inspect assigned facilities at a schedule determined by the LIBRARY's Contract Administrator.

C-3) Any failure of the Contractor to comply with the provisions of this RFP and resulting contract shall be called to the attention of the Contractor Administrator and the Contractor by the designated Contract Inspector/Support Specialist.

C-4) The Contract Inspector/Support Specialist does not have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of their employees. Any advice provided to the Contractor by the Contract Inspector/Support Specialist shall in no way be construed as binding upon the Contractor or release the Contractor from fulfilling the provisions of the contract.

SECTION D - QUALITY ASSURANCE (QA) PROGRAM:

Contractor shall establish and implement a complete quality assurance program to assure the requirements of the Contract are met as specified. A draft Quality Assurance Plan (QAP) shall be submitted for review and approval prior to start of Contract. The QAP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or before the Contract Inspector/Support Specialist points out the deficiencies.

This QAP is of paramount importance. The program shall include, but is not limited to the following:

- 1) An inspection system which is tailored specifically to the facility and which covers all services stated herein.
- 2) Contractor shall devise a checklist for use during the inspection of work. The inspection checklist shall be approved by the Contract Administrator prior to use and any changes after. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. Inspection shall be performed by the non-working supervisor.
- 3) The inspection checklist shall be provided to the designated Contract Inspector/Support Specialist within twenty-four (24) hours of inspection. The LIBRARY and Contractor will agree upon an inspection schedule.
- 4) The Contractor supervisors who complete the inspections shall be identified by title and type of inspection each is authorized to perform.
- 5) An on-site file of all inspections conducted by the Contractor and any corrective action(s) taken.
- 6) This documentation shall be made available to the LIBRARY, upon request, during the term of the Contract. Said documentation will be maintained throughout the term of the contract and for three (3) years thereafter.
- 7) The LIBRARY reserves the right to request changes to the Contractor's inspection checklist and inspection process as needed to better service the interest of the LIBRARY.

8) Supervisors shall conduct a daily spot check of each building/location at the end of each shift. The time of the inspections shall be noted on the QA checklist.

9) Supervisors shall conduct joint inspections with the LIBRARY's designated Support Specialist at minimum once monthly and upon request by the LIBRARY.

SECTION E - PERFORMANCE DEFICIENCIES AND NON-COMPLIANCE:

It is the objective of the LIBRARY to obtain full landscaping and ground maintenance performance in accordance with the terms of the specifications and at the quality standards of work outlined in this RFP and resulting contract. To this end, the LIBRARY is contracting for the complete performance of each landscaping and ground maintenance job as specified in this RFP and resulting contract. The LIBRARY will conduct Monthly Contract Performance Reports to determine the quality and quantity of service being performed with the Contractor. Deductions for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.

E-1. Performance Deficiencies

Deficiencies found by the Contract Inspector/Support Specialist or communicated to the Contract Inspector/Support Specialist by building staff and occupants shall be communicated to the Contractor upon discovery or notification. The Monthly Contract Performance Reviews will act as proof of performance and adherence to contract requirements shall be upon the Contractor. The Contract Administrator shall be the sole judge as to the adequacy of supporting documentation.

- Major deficiencies require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major deficiencies include, but are not limited to: trash not removed or left in work area, public access areas not cleaned, and anything which affects the health and safety of building occupants. Such deficiencies may result in deductions of invoiced payments and reports of unsatisfactory performance.
- Minor deficiencies does not require immediate attention and shall be corrected within twenty-four (24) hours or the next work day during normal clean up, however, a frequent record of minor deficiencies or complaints may result in a deduction to the Contractor's monthly service cost. Examples of minor deficiencies include, but are not limited to: a small area not attended to, a few weeds or trimmings left behind, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as failure to prevent occurrences of such complaints, may result in deductions of invoiced payments and reports of unsatisfactory performance.

- If the LIBRARY discovers deficiencies have not been corrected, the LIBRARY may impose a surcharge for the second (2nd) inspection and every failed inspection thereafter for the 30 day service cycle. The surcharge shall amount to 15% of the service cycle cost of that site, not to exceed fifty dollars (\$50.00). The surcharges shall continue with every re-inspection until the deficiencies have been corrected. The total re-inspection fees shall not exceed the total cost of the site per cycle

E-1-1) Routine Work - The Contractor shall acknowledge receipt of the notification and respond within two (2) hours with a corrective action plan to correct the deficiency. Minor deficiencies shall be correct within twenty-four (24) hours of notification. Major deficiencies shall be corrected with two (2) hours of notification. The LIBRARY will also document the concerns via the Monthly Contractor Performance Reports and capture all deficiencies noted on a monthly basis.

Reporting of a major deficiency for any building that is not corrected within the established time limits may result in a deduction of \$50 or 2% of the monthly cost of SERVICES for the specific location, whichever is higher, per occurrence.

Three or more reports of minor deficiencies for any month or consecutive thirty (30) day period for the same location may result in an unsatisfactory performance report issued against the Contractor and a deduction of \$50 or 2% of the monthly cost of SERVICES for the specific location, whichever is higher, per occurrence.

E-1-2) Project Work – The Contractor shall acknowledge receipt and respond within twenty-four (24) hours of notification with a corrective action plan to correct the deficiency within forty-eight (48) hours of acknowledgement. Time for correction shall not exceed seventy-two (72) hours from notification by the LIBRARY. Project work related deficiencies not corrected to within the established time limits may result in a report of unsatisfactory performance and a deduction of 10% of the cost of the project work for the entire building/location per occurrence.

E-1-3) Complaints - The Contract Inspector/Support Specialist or designee shall contact the Contractor by telephone, fax, or email to notify them of written and verbal complaint(s) received from building occupants. The Contract Administrator or designee shall have authority to classify a complaint as major or minor deficiencies and apply the applicable deductions. The Contract Inspector/Support Specialist or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter or e-mail.

E-1-4) Missed SERVICES (Nonperformance) - The Contractor shall handle an instance of nonperformance by sending personnel to the missed site within two (2) hours of notification for immediate servicing of that location if the location is serviceable during that time frame. If the location is not serviceable within the two (2) hour time frame, service may be rendered at a mutually agreed time between the Contract Inspector/Support Specialist and Contractor, but no later than the next workday. If the Contractor does not respond within two (2) hours or the agreed time, the Contract Inspector/Support Specialist shall issue an unsatisfactory performance report to the Contractor.

This shall not relieve the Contractor of being charged any applicable deductions. Nonperformance will result in a deduction of one (1) day's cost of SERVICES for the specific

location experiencing the problem per occurrence. The formula to arrive at the deduction is: facility monthly cost divided by the number of service-days (not calendar days) in the month = per day cost of cleaning that location. (example: If there are four service periods within a given month, the Contractor's monthly rate per the Proposal response form shall be deducted by $\frac{1}{4}$ of the monthly payment owed to the Contractor for the location that was not serviced. For example, if the monthly rate for a location is \$100.00 and there was one missed service within that month, the LIBRARY may deduct \$25 ($\$100/4=\25) from the monthly payment.)

E-1-5) Unsecured Locations - In instances where the Contractor has failed to secure exterior building perimeter gates after the completion of regularly scheduled work under the terms of this contract, a deduction will be made at the rate of \$75.00 per occurrence. This deduction is in addition to any fees the LIBRARY charges for any damages caused by the Contractor by any other unacceptable activities.

E-1-6) Improper Disposal of Chemicals - If at any time, the Contractor is found improperly disposing of any chemicals, a deduction will be made from any monies due or to become due to Contractor at the rate of \$100.00 per occurrence. Contractor will be responsible for any fines from EPA or other regulatory agencies.

E-2. Contract Deductions/Fees

The LIBRARY reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work and applied at the discretion of the Contract Administrator. The Contractor will be made aware of the deficiencies and associated deductions in writing prior to a deduction being made. All work determined by the Contractor Administrator to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the LIBRARY.

E-3. Unsatisfactory Performance Reports

The LIBRARY'S Monthly Contractor Performance Report will act as the tool to assist in documenting the overall quality and quantity of service being provided by the Contractor. In the event the Contractor is not performing at an acceptable service, the LIBRARY's Representative shall notify the LIBRARY's Chief Financial Officer (CFO) of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Monthly Contractor Performance Report and any other documents pertaining to unsatisfactory performance by the Contractor will become a permanent part of the Contractor's file. The CFO, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

- The Contractor shall submit a detailed Corrective Action Plan (CAP) for each report of unsatisfactory service. The corrective action plan shall fully address the performance deficiency and detail the corrective procedure the Contractor will follow to ensure the deficiency is corrected and to prevent future reoccurrences for the life of the contract.
- Contract Administrator will review the CAP and advise Contractor of acceptance or non-acceptance. The LIBRARY reserves the right to request modifications and to reject a CAP.

The Contractor shall be fully bound to each accepted CAP for the life of the contract unless otherwise noted by the LIBRARY in writing.

Three (3) or more unsatisfactory service reports issued to the Contractor within a quarter (three months) or ninety (90) consecutive days may result in additional disciplinary action at the discretion of the Contract Administrator, which may include a Cure Notice issued to the Contractor which may result in termination for default.

The LIBRARY may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of this contract. Should an employee be assigned to another contract, terminated, or resign, the Contractor shall have seven (7) calendar days to replace the employee. The Contractor shall make all the necessary accommodations to ensure that there is no lapse in services during this timeframe.

The LIBRARY's request to remove any employee from this contract shall not be considered a request for the Contractor to terminate the affected individual. The sole intent is removal from this contract. Depending of the circumstances warranting the employee's removal request, the Contractor Administrator may approve of a location reassignment, which shall be handled on a case by case basis.

SECTION F – HOLIDAYS:

The Contractor shall not be required to provide landscaping and ground maintenance services on Legal Holidays specified below.

Legal Holidays per this Contract are as follows:

- New Year's Day
- Martin Luther King Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday after Thanksgiving Day
- Christmas Eve and Christmas Day

The LIBRARY may also be closed on a few other days throughout the year (i.e.: Staff Training Day, Sundays before MLK Day and Memorial Day and New Year's Eve) said closed days will be provided each October for the following year. Services are not required on these days.

If a LIBRARY building is closed due to a declared County emergency or disaster such as a hurricane, the Contractor will not be required to provide routine service on those days.

If the location is without service for more than three (3) consecutive working days, the Contractor's invoice shall be reduced by the calculated daily cost for each service day not worked. The formula to arrive at the deduction is: facility monthly cost divided by the number of service-days (not calendar days) in the month = per daily cost. (example: If there are four service periods within a given month, the Contractor's monthly rate per the Proposal response

form shall be deducted by ¼ of the monthly payment owed to the Contractor for the location that was not serviced. For example, if the monthly rate for a location is \$100.00 and there was one missed service within that month, the LIBRARY may deduct \$25 ($\$100/4=\25) from the monthly payment.)

SECTION G - SAFETY REQUIREMENTS:

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

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

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

The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be submitted to the LIBRARY Representative for review and approval within ten (10) business days following contract award.

The LIBRARY Representative will review the Safety Plan and provide comments to the Contractor within five (5) business days following receipt of the plan. The Contractor shall finalize the Safety Plan within five (5) business days following receipt of the comments.

Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.

The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.

All equipment used in the performance of these services shall be properly maintained and is subject to inspection by the LIBRARY upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the LIBRARY's premises. Safety features of equipment (shields, kill switches, etc.) shall be used at all times.

The Contractor shall provide and maintain a chemical inventory list, as well as the applicable Material Safety Data Sheets (MSDS).

SECTION H - PARKING AND TRAVEL:

The Contractor shall be responsible for all travel and per diem costs to and from the various LIBRARY facilities. Travel time and truck/vehicle charges shall not be included when quoting and or invoicing janitorial services and shall not be compensated by the LIBRARY under any circumstances. All cost for travel shall be included in the unit prices on the bid sheet.

The LIBRARY will identify parking locations for the Contractor's staff. Any cost associated with parking shall be paid by the Contractor or Contractor's employee. LIBRARY will not be responsible for any damage to the vehicles while parked on LIBRARY property. Vehicles towed from LIBRARY property shall be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified with identification prominently displayed on the dashboard. Such identification shall be pre-approved by the Contract Administrator.

Contractor's employees will not park in ADA spaces unless they have appropriate ADA placards to park in said spots. Contractor employees will be responsible for any parking fines they incur. The Contract Inspector/Services Specialist will notify Contractor of any parking violations, which repeated offenses will result in Contractor employee being removed from this contract and the possibility of the vehicle being towed.

SECTION I - WEEKEND WORK:

The majority of the work is to be performed during the non-operating hours, Monday through Friday. However, contractor can also perform work on Saturday and Sunday. See Attachment B, "Branch Locations" for location hours.

SECTION J – GENERAL TASKS TO BE PERFORMED BY CONTRACTOR:

J-1. The Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, pest control, litter/debris removal, related disposal fees, and supervision, at his/her own expense to provide all of the landscaping and grounds maintenance services herein.

J-1-A. The Contractor shall follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.

J-1-B. During the course of the contract, the LIBRARY reserves the right to add or delete site at the LIBRARY's discretion. The LIBRARY will obtain a quote from the Contractor for any new sites being added to the contract. The quote provided by the Contractor shall be compared to locations of similar size, scope, and complexity as locations on the Proposal response form. Quoted cost shall be justified against locations of similar size, scope, and complexity.

J-1-C. Grounds shall at all times be kept clean, neat and well-tended. At no time shall the Contractor allow leaves, rubbish, plant or shrub clippings, tree limbs or other debris be allowed to accumulate on the grounds, garden beds, signs and parking areas. All organic trash, including grass clippings from mowing and edging, shall be blown from all sidewalks, entryways, steps, plazas and parking lots, and then removed from premises. Care shall be taken to prevent the “sandblasting” of vehicles etc. parked or around areas being blown off.

J-1-D. If any plant or lawn area dies or becomes weak or unsightly due to the negligence or improper maintenance procedures on the part of the Contractor or any subcontractor, based upon generally accepted landscape maintenance practices and not withstanding any section of the scope of services, the Contractor shall bear the cost to replace such plant or lawn area.

J-1-E. The Contractor shall not be responsible for acts of God, as determined by the LIBRARY Representative, such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services. If the Contractor is requested to provide debris clean-up, the Contractor shall invoice the LIBRARY at emergency labor cost on the Proposal response form. The LIBRARY is not obligated to use this service under this contract and reserves the right to acquire this service from another vendor.

J-1-F. The Contractor shall inspect the entire property, including turf areas, shrubs, trees, mulch, and annuals on a weekly basis for any pest infestation. The LIBRARY Representative or designee shall be informed via email of all infestations discovered. The Contractor shall provide spot treatment of fire ant mounds/infestations under this contract.

J-1-G. The Contractor shall notify the LIBRARY’s Representative via e-mail of any irrigation system problems, as well as any additional problems encountered and the appropriate corrective action plan.

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J-2. The service period herein is based on a thirty (30) day month calendar. SERVICES and the frequency of SERVICES will vary depending on the location being serviced.

J-2-A. Main Library 101 East Central Blvd, Orlando, FL 32801

January 15, 2020 Inspection Report

Overall general conditions are in good shape, landscaping in good health. Landscape lacks consistency, beds seem to have either voids or are too busy and lack structure.

Sq Ft of Lawn: None

Sq Ft Planter Bed: 5,200

Mulch Qty @ 2.5": 45 yards

Sq Ft Irrigation: TBD

Plants: Mixed arrangements including Holly hedges, Roses, Ferns, Jasmine, Sansevieria

Trees: 1 Ligustrum, 11 Palm, 3 Other

- Mowing: N/A
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-B. Alafaya Branch 12000 East Colonial Drive, Orlando, FL 32826

January 15, 2020 Inspection Report

Relatively new landscaping, St Augustine and Bahia sod. Signs of Bermuda Grass infestation. The Ligustrum trees are in decline. Need plants around flag pole and near front entrance way.

Sq Ft of Lawn: 8,000

Sq Ft Planter Bed: 4,700

Mulch Qty @ 2.5": 18 yards excluding natural area on south side of facility.

Sq Ft Irrigation: TBD

Plants: Junipers, Holly and Viburnum

Trees: 18 Oak, 8 Crape Myrtle, 5 Ligustrum, 9 Palm, 2 Other

➤ Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).

➤ One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.

➤ One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

➤ Annually (mutually agreeable date) to trim trees

➤ As Needed – Additional tree trimming and sprinkler repairs

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J-2-C. Chickasaw Branch 870 North Chickasaw Trail, Orlando, FL 32825

January 15, 2020 Inspection Report

Property in fairly good shape, Turf consists of St. Augustine, Bahia and Zoysia. Ornamental grasses around foundation need a one-time cut back.

Sq Ft of Lawn: 45,500 plus approximately 6,000 sq. ft, for pond

Sq Ft Planter Bed: 9,000

Mulch Qty @ 2.5": 80 yards excluding the natural area

Sq Ft Irrigation: TBD

Plants: Hawthorns, Cordgrass, Flax Lily, Podocarpus,

Trees: 2 Magnolia, 16 Crape Myrtles, 1 Elm, 4 Palm, 6 Other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
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J-2-D. Eatonville Branch 200 East Kennedy Blvd, Eatonville, FL 32751

January 15, 2020 Inspection Report

Property in good/great shape, relatively new landscaping. St. Augustine and Bahia turf with signs of Bermuda Grass infestation.

Sq Ft of Lawn: 8,500 plus 10,000 for pond

Sq Ft Planter Bed: 3,000

Mulch Qty @ 2.5": 26 yards

Sq Ft Irrigation: TBD

Plants: Podocarpus, Loropetalum, Roses, Viburnum

Trees: 6 Oak, 3 Magnolia, 7 Crape Myrtle, 3 Cypress, 2 other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-E. North Orange Branch 1211 East Semoran Blvd, Apopka, FL 32703

January 15, 2020 Inspection Report

Property in average shape. New landscape lacking maintenance and overrun with weeds. Turf is collection of weeds and Bahia. Needs closer attention to controlling weeds in new perennial peanut landscape beds. Void in Viburnum and fresh mulch needed on 436 side.

Sq Ft of Lawn: 12,000 including front pond

Sq Ft Planter Bed: 2,000

Mulch Qty @ 2.5": 14 yards excluding east fenced area

Sq Ft Irrigation: TBD

Plants: Perennial Peanut, Mondo Grass, Viburnum, Magnolias

Trees: 8 Oak, 7 Magnolia, 1 Elm, 2 Other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
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J-2-F. South Creek Branch 1702 Deerfield Blvd, Orlando, FL 32837

January 15, 2020 Inspection Report

Property overall in great shape. Turf is St Augustine, however signs of Bermuda Grass infestation and seasonal weeds. Building entrance lacks curb appeal. Main perimeter hedges need mulching and palm trees need trimming. South fence line needs clean-up.

Sq Ft of Lawn: 160,000 plus 2,000 in swale

Sq Ft Planter Bed: 6,500

Mulch Qty @ 2.5": 70 yards

Sq Ft Irrigation: TBD

Plants: Viburnum and Hawthorne

Trees: 38 Oak, 10 Crape Myrtle, 12 Cypress, 17 Palm

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-G. Southwest Branch 7255 Della Drive, Orlando, FL 32819

January 15, 2020 Inspection Report

Overall property in average shape with mix of older and new landscaping. Zoysia sod shows signs of fungus, rest of turf is Bahia and weeds. Need to fill voids in Junipers

Sq Ft of Lawn: 2,500 Zoysia + 10,000 Bahia

Sq Ft Planter Bed: 3,000

Mulch Qty @ 2.5": 35 Yards excluding older oak tree area

Sq Ft Irrigation: TBD

Plants: Holly, Variegated Trinetto, Shilling, Camelia and Flax Lily

Trees: 1 Magnolia, 7 elm, 1 Palm (older oak trees not included)

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-H. West Oaks Branch 1821 East Silver Star Road, Ocoee, FL 34761

January 15, 2020 Inspection Report

Overall property is average, lacks weekly and seasonal attention to hold curb appeal. Older Viburnum show signs of decline, landscape beds piled high in leaf debris. St Augustine on west perimeter and main building, however sodded areas are weak and thin due to tree cover. Bahia on east and south side of building.

Sq Ft of Lawn: 30,000

Sq Ft Planter Bed: 7,000

Mulch Qty @ 2.5": 60 Yards

Sq Ft Irrigation: TBD

Plants: Viburnum, Junipers, Hawthorne, Variegated Trinette, Jasmine

Trees: 49 Oaks, 9 Crape Myrtle, 8 Ligustrum, 5 Elm, 27 Palm

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
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J-2-I. Winter Garden Branch 805 East Plant Street, Winter Garden, FL 34787

January 15, 2020 Inspection Report

Overall condition good. Landscape beds and property in need of weed control. Several plant beds need pruning/trimming. Turf is St Augustine and weeds. All Sable Palms need trimming. Weeds need to be hand pulled. Coontie Palms and ornamental grasses need to be cut back.

Sq Ft of Lawn: 14,500

Sq Ft Planter Bed: 8,050

Mulch Qty @ 2.5": 70 Yards Main Building + 20 Yards North/West buffer

Sq Ft Irrigation: TBD

Plants: Viburnum, Coontie Palms, Holly, Shilling, Flax Lily, Sago Palm, Ornamental Grasses

Trees: 22 Oak, 9 Crape Myrtle, 37 Palm

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-3. The Contractor will inspect the irrigation systems at the nine (9) locations on a weekly basis:

J-3-A. The Contractor shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

J-3-B. The Contractor shall make every effort to protect the irrigation system and all of its components against damage from landscape equipment (i.e. mowers, weed eaters). The Contractor shall replace any irrigation heads damaged by landscape equipment or by the actions of their employees, at no cost to the LIBRARY.

J-3-C. The irrigation systems shall be maintained by the Contractor. The Contractor shall maintain and adjust the irrigation system in accordance with the manufacturer's specifications.

J-3-D. Inspection shall include but not be limited to valves, coverage patterns, and rain sensor operation.

J-3-E. Minor adjustments and repairs to all heads, head/emitter cleaning or replacement, filter cleaning, and small leaks associated with heads and risers shall be the responsibility of the Contractor using replacement components that are the same type and size as those damaged or broken. Said routine repairs will be included in the flat rate monthly landscaping and ground maintenance cost.

J-3-F. The Contractor shall clean sand and debris from in-ground utility covers including irrigation valves and quick coupling valves.

J-3-G. If the irrigation system fails to work, due to the Contractor's negligent performance, it shall be the sole responsibility of the Contractor to keep the affected area's plants, grass, and trees watered on a regular basis by using whatever means necessary, until the system is functioning properly.

J-3-H. Repairs to the irrigation system beyond the routine maintenance work as described above, shall be requested on a time and material basis, and the Contractor shall request approval by a LIBRARY Representative prior to starting any repairs. The Contractor shall be required to provide irrigation repairs, as needed and upon request of the LIBRARY Representative on a time and material basis.

J-4. The Contractor will follow the following mowing specifications for the nine (9) locations:

J-4-A. Mowing height for St. Augustine or Bahia turf shall be at three to four (3-4) inches.

J-4-B. Grass on the banks and bottoms of dry retention ponds, drainage ditches, and swales shall be maintained at a height of four (4) inches to maintain structural pond integrity. Contractor shall cut vegetation as close to the water line as possible. Care shall be taken so no cut vegetation enters the retention pond.

J-4-C. Mower blades shall be sharp at all times to provide a quality cut. Mower blades and mower deck is to be cleaned prior to mowing LIBRARY turf to prevent transferring nuisance plants such as crabgrass or dollar weed.

J-4-D. Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28.

J-4-E. It shall not be necessary to remove grass clippings as long as no readily visible clumps remain. If large grass clippings are present Contractor shall distribute by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor shall collect clippings until the disease is controlled.

J-4-F. All vegetative and non-vegetative trash and debris shall be picked up and removed from the property before mowing. Such trash or debris shall include, but not be limited to, bottles, cans, food wrappers, food containers, cigarette/cigar butts, newspapers, fallen limbs, etc.

J-5. The Contractor will follow the following trimming and edging specifications for the nine (9) locations:

J-5-A. Edging shall be performed at each mowing cycle around all paved areas including, but not limited to, hardscapes such as curbs, sidewalks and streets, around plant beds, trees, valve and utility boxes using a wheeled or stick edger.

J-5-B. Trimming around plants and trees shall be by appropriate mechanical means or by hand weeding. Care shall be taken to ensure that string trimmers or other mechanical means do not injure or damage plants, shrubs, or trees.

J-5-C. Contractor shall clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.

J-5-D. Contractor shall not sweep, blow or otherwise dispose of clippings or mower deck discharge in storm drains or retention ponds.

J-5-E. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes or pedestrian areas.

J-6. The Contractor will follow the following weed control specifications for the nine (9) locations:

J-6-A. All tree/palm wells are to be kept weed free and clean at all times by the use of mechanical methods, hand weeding, chemical applications or a combination of both.
NOTE: There are to be NO string trimmers used at the base of any tree or palm. If a

chemical herbicide is applied, that dead weed will be required to be removed, by the next scheduled visit.

J-6-B. The Contractor shall control weeds in the landscape as part of the fertilization program. The Contractor shall control weeds in landscape beds or ornamental areas through mechanical removal, hand weeding, chemical applications or a combination of both. Any dead or dying vegetation over two (2) inches high shall be removed.

J-6-C. During each site visit, the Contractor shall remove and dispose of all vegetation including but not limited to noxious weeds, vines, seedlings, and plant sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all signs, trees, shrubs and plants.

J-6-D. Noxious Weed Control : Noxious Weed list can be found on the United States Department of Agriculture website at the following link:

<https://plants.usda.gov/java/noxious?rptType=State&statefips=12>

J-6-E. The Contractor shall be responsible for weed control by manual (hand weeding), mechanical, or chemical means for walkways, pavements, hardscape, etc. Chemicals used shall not contain any dye or compound which may discolor walkways, pavements, or hardscape.

J-6-F. The use of herbicides, which may damage nearby landscaping, shall not be used on windy days.

J-6-G. It shall be the responsibility of the Contractor to follow a routine that shall make certain **there will be no visible weeds** in any landscape bed, tree/palm well, Parking Lot Island, and concrete or sidewalk area.

J-7. The Contractor will follow the following tree pruning specifications for the nine (9) locations:

J-7-A. Contractor shall prune and trim trees fifteen (15) feet above ground level, irrelevant to the total tree height or specimen.

J-7-B. Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All tree pruning shall encourage a single leader and develop a healthy branching structure.

- Crape Myrtles shall only be pruned during the dormant winter period. Crape Myrtles will be pruned at the knuckle that is approximately six (6) feet above the ground surface. The use of hand pruners for limbs ½ inch or less in diameter; loppers for limbs ½ to 1.5 inches in diameter and power shears for limbs greater than 1.5 inches in diameter is required.

- Flowering shrubs shall not be pruned until after the bloom cycle. If a plant species blooms year-round, then pruning shall be performed in the spring after the first flush of blooms.

J-7-C. Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the LIBRARY Representative or his/her designee.

J-7-D. Pruning shall include but not be limited to removal of vegetation which is dead, damaged or diseased.

J-7-E. All trees and large shrubs (Crape Myrtles) shall be kept sucker and water sprout free. Side shoots and branches may be “headed back” but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.

J-7-F. The Contractor shall remove all pruned materials and debris from the site after each site visit.

J-7-G. Contractor shall follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.

J-7-H. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, will be at the LIBRARY’s expense.

J-7-I. When pruning palm trees, the old “boots” will be removed, to give a “shaved” look to the bottom of the new growth.

J-8. The Contractor will follow the following mulching specifications for the nine (9) locations:

J-8-A. All mulched beds shall have all weeds and trash removed to maintain the landscape in an attractive condition. Hand weeding shall be performed if needed. All mulch shall be provided by the Contractor at the Contractor’s expense and shall be maintained at a three (3) inch depth, maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be replaced a minimum of twice per year (March and September).

J-8-B. The Contractor shall provide a re-mulch schedule notification to the LIBRARY Representative five (5) working days prior to install.

J-8-C. Mulch shall be pine bark in all landscape beds and paths.

J-8-D. Mulch shall not be applied within two (2) inches of plant trunks or stems, nor shall mulch be placed on top of any part of any plant.

J-8-E. Prior to any mulching the Contractor at the LIBRARY's request, shall remove excess layers of mulch.

J-8-F. Isolated trees and shrubs growing in turf areas require a one (1) foot diameter mulched area around them to avoid injury from mowers and string trimmers.

J-8-G. Mulch installation should only be in the designated mulch area. All trash related to the application of the new mulch is to be removed from the job site and disposed of properly.

J-9. The Contractor will follow the following fertilization and pest control specifications for the nine (9) locations:

Fertilization and Pest Control shall be ordered and authorized on an as-needed basis.

J-9-A. Pest control

Pest Control shall be ordered and authorized on an as-needed basis. The Contractor shall provide a quote upon request from the LIBRARY for this service per the unit price on the Proposal response form. No work shall be performed without a separate delivery order.

J-9-A-1) Application must comply with manufacturer's recommendations. Every chemical substance used must be on the list of chemical substances or have been submitted for inclusion on such list, as compiled by the Environmental Protection Agency (EPA) pursuant to the Toxic Substances Control Act and in compliance with all Federal, State and local pesticide laws. Materials and application shall meet all State and Federal Health and Safety Laws currently in effect. Material Safety Data Sheets must be submitted in writing thirty (30) days after NTP is issued for chemicals intended for use. All chemicals used must carry an EPA approved number.

J-9-A-2) Pest Control shall be performed according to Integrated Pest Management Strategies to control all insect, weed and pest problems as defined by Chapter 482, F.S. If necessary, the Contractor shall provide separate programs for each area to control infestation of mole cricket, chinch bug, and other pests on Bermuda, Bahia and St. Augustine grass areas. If such program(s) does not eliminate pests, the Contractor shall provide a new program(s) at no additional cost to the LIBRARY. In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected at the Contractor's expense. Submission of such pest control program shall not imply, directly or indirectly, the LIBRARY's approval or disapproval of the program.

J-9-A-3) Such program shall include, at a minimum, the following:

- As needed appropriate insecticides at the same time as fertilization.
- The Contractor shall inspect the entire property, including turf areas, shrubs, trees (including palms), mulch, and annuals on a weekly basis for any pest infestation. All infestations, including disease, weeds, fire ants, or other pests, shall be treated immediately. The LIBRARY Representative shall be informed via email of infestations discovered and treatments applied.
- Plants shall be routinely monitored for populations of damaging insects.
- Pesticides are used only when damage is likely and are applied only to the affected plant or area. The least toxic pesticide shall be used to effectively control the pest.

J-9-B. Fertilization

Fertilization shall be ordered and authorized on an as-needed basis. The Contractor shall provide a quote upon request from the LIBRARY for this service per the unit price on the Proposal response form. No work shall be performed without a separate delivery order.

J-9-B-1. The Contractor shall adhere to the Orange County Fertilizer Management Ordinance as noted in Chapter 15 of the Orange County Code inclusive of all amendments. The Contractor shall be responsible for any fines levied due to non-compliance.

J-9-B-2. The Contractor shall provide a fertilizer label to the LIBRARY Representative prior to application.

J-9-B-3. Turf around sprinkler heads shall not be treated with a non-selective herbicide (Non-Selective: An herbicide formulated to control both broadleaf and grass weeds.).

J-9-B-4. All fertilizers shall be applied to dry surfaces and blown or swept off any hardscape areas and into lawn areas or plant beds or picked up and removed from the site.

J-9-B-5. Fertilizers shall be broadcast over the entire planting bed and kept away from tree trunks.

J-9-B-6. The Contractor shall fertilize all landscape beds and grass/turf areas per the Orange County ordinances.

J-10. The Contractor will follow the following chemical application specifications for the nine (9) locations:

All chemicals and methods utilized shall be in compliance with all applicable Federal, State and local Health, Welfare, Environmental, and Sanitation Laws.

J-10-A. Pesticides should be used only if adequate control cannot be achieved with nonchemical methods. This is part of the routine service.

J-10-B. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

J-10-C. The Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on any LIBRARY property. Copies shall be maintained by the Contractor. All pesticides shall be approved by the LIBRARY Representative in writing prior to use.

J-10-D. Pesticides shall not be stored on any LIBRARY site.

J-10-E. Unless absolutely necessary, pesticides shall not be applied where employees or patrons are present. Prior authorization by the LIBRARY is required.

J-10-F. Insecticides shall be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.

SECTION K: QUALITY CONTROL PROGRAM:

The Contractor shall establish a complete quality control program to comply with the requirements of the contract that are as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Contract Administrator. The program shall include at least the following items:

K-1. Inspection System: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the LIBRARY staff identifies the deficiencies.

K-2. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.

K-3. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the Contract Administrator upon request.

K-4. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

SECTION L: RECORD KEEPING AND REPORTING REQUIREMENTS:

The following performance reports shall be provided by the Contractor via fax or email to the LIBRARY's Representative by the fifth (5th) day of each month and include at the minimum, observations of abnormal conditions and all maintenance performed.

C. As Needed Fertilization and Pest Control:

- Dates of application
- Product applied
- Total amount of product applied and rates of application

D. Irrigation Report

- System testing performed
- System conditions observed
- Repairs performed
- Repair Recommendations

SECTION M: SECURITY AND IDENTIFICATION:

All costs for background investigations including state and national fingerprinting-based record checks shall be Contractor's responsibility. The LIBRARY will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The LIBRARY reserves the right to conduct its own investigation of any employee of the Contractor.

The Contractor shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense, including any security clearance required by the Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit

them to LIBRARY for determining whether the employee is allowed to work for in a particular facility.

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

For all Contractor's staff that will be working at LIBRARY facilities – a Criminal History Check, conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the contractor), is required.

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

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

Contractor's employees will not be allowed to work in/on LIBRARY facilities without completed and approved background investigations.

Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the LIBRARY's Representative, in writing, of such termination or transfer.

The Contractor shall report the arrest of any employee working under the terms of this contract to the LIBRARY's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the LIBRARY whether the employee shall continue to work at LIBRARY locations within this contract.

The Contractor shall not use employees of any temporary employment agency to supplement his/her work force in/on LIBRARY buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the LIBRARY's Representative.

The Contractor shall prevent its employees from tampering with any owned items of LIBRARY employees or LIBRARY owned property or entering into any area unless required in the performance of the services.

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OCLS Contract # 20-002
Landscaping And Ground Maintenance Services for OCLS
ATTACHMENT B – Branch Locations

Orlando Public Library (AKA Main Library)
101 East Central Blvd, Orlando FL 32801
Monday – Thursday 9am – 8pm
Friday – Saturday 9am – 6pm
Sunday 1pm – 6pm

Alafaya Branch
12000 East Colonial Drive, Orlando FL 32826
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Chickasaw Branch
870 North Chickasaw Trail, Orlando FL 32825
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

Eatonville Branch
200 East Kennedy Blvd., Eatonville FL 32751
Monday – Thursday 10am – 8pm
Friday – Saturday 10am – 8pm

North Orange Branch
1211 East Semoran Blvd, Apopka FL 32703
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

South Creek Branch
1702 Deerfield Blvd., Orlando FL 32837
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Southwest Branch
7255 Della Drive, Orlando FL 32819
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

West Oaks Branch
1821 East Silver Star Road, Ocoee FL 34761
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Winter Garden Branch
805 East Plant Street, Winter Garden FL 34787
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

OCLS Contract # 20-002
Attachment C
THE ORANGE COUNTY LIBRARY SYSTEM
CONTRACTOR PERFORMANCE REPORT FOR PROFESSIONAL SERVICES

1. Report Period: _____ 2. Contract Period: _____
3. Contract# &/or P.O. #: _____ 4. Vendor Name: _____
5. Department: _____ 6. P.O. Description (Service Deliverables):
 (Continuing Services Providers, Janitorial, Maintenance, etc.)

NUMERIC RATINGS

0 = Unsatisfactory Performance – Achieves contract requirements less than 50% of the time; not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.

1 = Poor Performance – Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

2 = Satisfactory Performance – Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

3 = Good Performance – Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have no impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.

4 = Excellent Performance – Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

CATEGORY	RATING	COMMENTS
1. Quality of Services - Adhered to Work Plan - Technical Requirements Met - Reports/Administration Prompt - Personnel Assigned as Identified	0 1 2 3 4	
*2. Timeliness of Performance - Milestones Met as Scheduled - Displayed Reliability - On Time Completion/No Delays - Efficient Use of Manpower and Resources	0 1 2 3 4	
3. Business Relations - Responsive to Inquiries - Prompt Problem Notification	0 1 2 3 4	
4. Customer Satisfaction - Scope of Services Delivered - Met User Quality Requirements - Met all Industry Standards - Within Budget/Cost Estimate - Proper Invoicing	0 1 2 3 4	

5. Contractors Key Personnel - Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed	0	
	1	
	2	
	3	
	4	
AVERAGE SCORE		ADD ABOVE RATINGS: DIVIDE TOTAL BY NUMBER OF AREAS BEING RATED

Please note () - Report actual response times compared to contract response times (e.g., ambulance response time, technical support response time, delivery time for goods, software update timing).*

Would you select/recommend this vendor again?

If “NO”, please provide written comments:

Ratings completed by (print name)
Date

Ratings completed by (signature)

Department Head (print name)
Date

Department Head Signature

Vendor Representative (print name)
Date

Vendor Representative Signature

Attachment D

OCLS Contract 20-002 Rate Sheet – Lot A – Recurring Service

Location	Address	Monthly Fee	Annual Qty	Annual Cost
Main	101 East Central Blvd	\$	X 12	\$
Alafaya	12000 E. Colonial Drive	\$	X 12	\$
Chickasaw	870 N. Chickasaw Trail	\$	X 12	\$
Eatonville	200 E. Kennedy Blvd	\$	X 12	\$
North Orange	1211 E. Semoran Blvd	\$	X 12	\$
South Creek	1702 Deerfield Blvd	\$	X 12	\$
Southwest	7255 Della Drive	\$	X 12	\$
West Oaks	1821 E. Silver Star Road	\$	X 12	\$
Winter Garden	805 E. Plant Street	\$	X 12	\$
Total Annual Cost				\$
				Times 5
= Total 5 Year Cost				\$

OCLS Contract 20-002 Rate Sheet – Lot B – Additional Service

Service	Fee	Annual X Qty	Annual = Cost
Pest Control Application (Includes all costs) Per Hour	\$	X 1040	\$
Fertilizer Application (Includes all Costs) Per Hour	\$	X 1040	\$
Additional Sprinkler Repair (Labor Only) Per Hour	\$	X 1040	\$
Additional Sprinkler Parts (1 + Markup = Fee)		X \$3,000	\$
Additional Tree Trimming Per Tree	\$	X100	\$
Total Annual Cost			\$
			Times 5
= Total 5 Year Cost			\$
Note: Quantities are estimated for calculation purposes and are not guaranteed.			

OCLS Contract 20-002 Rate Sheet – Lot C – One-Time Clean-Up

Location	Address	One-Time Cost
Main	101 East Central Blvd	\$
Alafaya	12000 E. Colonial Drive	\$
Chickasaw	870 N. Chickasaw Trail	\$
Eatonville	200 E. Kennedy Blvd	\$
North Orange	1211 E. Semoran Blvd	\$
South Creek	1702 Deerfield Blvd	\$
Southwest	7255 Della Drive	\$
West Oaks	1821 E. Silver Star Road	\$
Winter Garden	805 E. Plant Street	\$
Total One-Time Clean-Up Cost		\$

Total 5 Year Recurring Cost From Lot A \$ _____

Total 5 Year Additional Costs From Lot B \$ _____

Total One-Time Clean-Up Cost From Lot C \$ _____

Total Combined Costs \$ _____

Authorized Signature: _____

Authorized Printed Name: _____

Date: _____