

Issue Date: November 24, 2009

INVITATION FOR BIDS #Y10-129-DG

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

**RIGHT-OF-WAY MOWING GOLDENROD AREA – SECTION II
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM** (local time), **Thursday, December 17, 2009**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may be requested by phoning (407) 836-5635 or faxing a request to (407) 836-5899. Solicitations are also available for downloading from the Internet at orangecountyfl.net.

A **Non-Mandatory Pre-Bid Conference** will be held on **Monday, December 7, 2009 at 10:00 A.M., at the Public Works Complex, 4200 S. John Young Parkway, Room 317, Orlando, Florida.** Attendance is not mandatory but is encouraged.

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

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Dorothy Gordon, Senior Purchasing Agent at (407) 836-5643.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

Bids submitted by telephone or telegram shall not be accepted. Also, faxed bids are not acceptable. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received.**

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing and Contracts Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

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

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

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

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

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, ten (10) days after bid opening, or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

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

2. FEDERAL AND STATE TAX

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Purchasing and Contracts Division will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any vendor/contractor be authorized to use the County's Tax Exemption Number in securing such materials.

3. ACCEPTANCE/REJECTION/CANCELLATION

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

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

4. NO BID

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

5. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches. Should the awarded bidder permanently or temporarily hire any

County employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

6. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

1. Vendors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

7. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

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

8. MISTAKES

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

9. AVAILABILITY OF FUNDS

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

10. EEO STATEMENT

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

Further, the awarded vendor shall abide by the following provisions:

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

11. BID TABULATION AND RESULTS

Bid tabulations shall be available upon written request ten (10) days after opening. Requests may be faxed to (407) 836-5899. Bid opening results will be available on the Bid Hotline (407) 836-0011 the day following the bid opening.

12. BID FORMS

All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

13. FLORIDA PREFERENCE

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

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

14. RECIPROCAL IN-STATE PREFERENCE

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

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division and at <http://orangecountyfl.net/cms/BUSINESS/vendors/award.htm> prior to submission through the appropriate approval process and will remain posted for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day period shall constitute a waiver of bid protest proceedings. Additional information relative to lobbying and protests can be found at <http://www.orangecountyfl.net/cmsdocs/govern/lobbyist/lobbyingord.pdf>

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

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

16. BID AND RELATED COSTS

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

17. CONTRACTUAL AGREEMENT

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

18. PUBLIC ENTITY CRIME

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

19. DRUG-FREE WORKPLACE FORM

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

20. SUBCONTRACTING

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

21. CONFLICT OF INTEREST FORM

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

22. ETHICS COMPLIANCE

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

- a. **Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code.** This form shall be completed and submitted with any bid, proposal or other

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

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

23. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

Bids received in the **PURCHASING AND CONTRACTS DIVISION** after the time and date specified, due to failure to identify the envelope with the above information shall be rejected.

24. COPIES

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

25. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

26. VENDOR ASSISTANCE WITH SPECIFICATIONS

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

27. PAYMENT TERMS/DISCOUNTS

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

28. PATENTS AND ROYALTIES

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

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. INDEMNIFICATION

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

30. CLARIFICATIONS

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bid shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Purchasing and Contracts Division, at the phone number on the bid cover sheet or by fax at (407) 836-5899 or by mail **prior** to bid opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

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

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

32. SUCCESSORS AND ASSIGNS

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

33. PRICING/AUDIT

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

34. EMPLOYEES OF THE CONTRACTOR

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

35. TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in the termination of the applicable contract(s).

36. CONTRACT CLAIMS

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE

All interested parties are invited to attend a **Non-Mandatory Pre-bid Conference** on **Monday, December 7, 2009 commencing at 10:00 A.M., at the Public Works Complex, 4200 S. John Young Parkway, Room 317, Orlando, Florida.**

At this time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

2. INSPECTION OF FACILITIES/AREAS

It is the bidder'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 bidder. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

3. QUALIFICATION OF BIDDERS

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

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, name, Addresses and telephone numbers of owners by completing the reference sheets on pages 44 and 45.
- B. List of equipment available to do the work. Equipment identified to be used in any other Right of Way Mowing contract may not be used in this project. Reference Technical Provisions, Paragraph 2.
- C. List of personnel by name contemplated to perform the work. The same personnel shall not be used in more than one section of this solicitation or in any other Right of Way Mowing contract currently held by the bidder. Reference General Provisions, Paragraph 17.
- D. Describe how your bid price and stated equipment and workforce availability acknowledge the County's price experience (Reference General Provisions, Paragraph 8), the County's suggested manpower (Reference General Provisions, Paragraph 17), and the County's suggested equipment (Reference Specifications Technical Provisions,

Article 2 entitled Equipment). Separate and equivalent equipment and manpower are required in each section of the specifications which are identified by lots.

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

4. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded vendor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Manager, Purchasing and Contracts Division or his/her designee.

5. BID ACCEPTANCE PERIOD

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

6. AWARD

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

7. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be as specified from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

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

The vendor shall, within two (2) calendar days from the beginning of such delay, notify the Manager, Purchasing and Contracts Division in writing of the cause(s) of the delay.

8. TERMINATION

A. Termination for Default:

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

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

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

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

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

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

B. Termination for Convenience:

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

9. PAYMENT

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

Orange County Public Works Department
Fiscal Administrative Services
4200 S. John Young Parkway, 2nd Floor
Orlando, FL 32839-9205
Phone (407) 836-7721

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

10. DEBRIS

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

11. PROTECTION OF PROPERTY/SECURITY

The contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the contractor shall provide for removal of all debris from County property.

The contractor shall at all times guard against damage or loss to property of Orange County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the contractor or his agent.

The contractor shall at all times guard against injury to Orange County employees. The contractor must, at all times, comply with OSHA and State of Florida safety regulations. The vendor must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

http://www.orangecountyfl.net/cms/DEPT/countyadmin/risk/safety-health_manual.htm

12. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

1. Workers' Compensation - The VENDOR/AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any VENDOR/AGENCY using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**

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

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

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

Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.

Prior to execution and commencement of any operations/services provided under this contract the VENDOR/AGENCY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the VENDOR/AGENCY shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the VENDOR/AGENCY has obtained insurance of the type, amount and

classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

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

13. BID PREFERENCE

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

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

5.5% on bid awards from \$100,000 to 750,000 or 4% on bid awards from \$750,000.01 to \$2,000,000 or 3% on bid awards over \$2,000,000.

14. CHANGES - SERVICE CONTRACTS

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

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

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

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

15. EVALUATION OF OPTIONS

The County shall evaluate bids/offers for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options will not obligate the County to exercise the option(s).

16. OPTION TO EXTEND THE TERM OF THE CONTRACT

The County may unilaterally extend the term of this contract by written notice to the contractor at least 60 days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Bid Proposal Form. All other terms and conditions of the contract shall apply to the option periods.

The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

17. INTERIM EXTENSION OF PERFORMANCE

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

18. CONTRACT TERM/RENEWAL

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the Bid Proposal Form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. Refer to the clauses entitled "Option to Extend the Term of the Contract" and "Interim Extension of Performance".

19. METHOD OF ORDERING

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

20. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County.

Vendor/contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. Vendor/contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

21. REFERENCES

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

22. REQUIREMENTS CONTRACT

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

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

SPECIFICATIONS

DESCRIPTION

This work consists of right-of-way mowing (including roadside and slope mowing, litter and grass clipping removal, brush control, edging, herbicide treatment), fertilization of turf, and additional litter removal. All work is to be done in the Goldenrod Area - Section II.

GENERAL PROVISIONS

1. All work under this contract will be under the supervision of the Manager of the Orange County Roads and Drainage Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205, Phone 407-836-7874.

This is a supplemental contract designated to aid and enhance the services provided to the citizens of Orange County by the Roads and Drainage Division.

2. The Contractor shall coordinate with the County's Representative, who will perform inspections for the County and verify that the work has been completed in accordance with specifications as scheduled and resolve problems that may arise.
3. The Contractor shall verify quality control for this contract to the County's Representative as directed.
4. The Maintenance of Traffic (M.O.T.) will conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan will be submitted to the County's Representative for approval, two working days prior to starting work. **IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES.**
5. **THE USE OF PUBLIC ROADS AND STREETS BY THE CONTRACTOR WILL PROVIDE A MINIMUM INCONVENIENCE TO THE PUBLIC AND TRAFFIC.**
6. The Contractor shall comply with the most current edition of the F.D.O.T Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor will be responsible for obtaining copies of

these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.

7. **A mandatory Pre-Work Conference will be conducted by the County's Representative to ensure understanding and cooperation of all parties.**
8. This type of contract is suitable for contractors with more than two (2) years of experience in mowing urban/rural right-of-way areas over 100 acres combined. It is our experience that contractors with bid prices lower than \$60.00 per mowing acre have been unable to comply with the contract requirements (i.e. cycle completion and quality of work). The purpose of this information is to provide bidders with historical data and for their guidance only and is not mandatory on them. However, cost realism will be a factor in determining the responsibility of bidders.
9. **CYCLE COMPLETION** - Each mowing cycle consists of twenty-six (26) calendar days. All work performed, unless authorized by the County's Representative, will take place between the hours of 7:00 AM and 5:00 PM., Monday through Saturday. No work is to be performed on Sundays or Federal, State, and County holidays, unless authorized by the County's Representative. If the contractor desires to work on Sundays or official County holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day) he/she must obtain pre-approval from the Manager, Roads & Drainage Division. A delivery order will be issued for each cycle. The delivery order will contain a start date and a completion date. **The County will determine the start and ending dates for each cycle.**
10. **SCHEDULE AND ROUTE** - Areas covered by this contract shall be maintained regularly within each cycle so they are not neglected for long periods. The County will release cycles under this contract once every twenty-six (26) calendar days as needed. The Contractor shall submit a work plan including schedule and route prior to beginning any work under this contract. The work plan shall contain specific details on work to be performed including a schedule per work week, route to be followed, and locations of work each day. The Contractor shall determine his/her schedule and route based on available resources (personnel and equipment). The Contractor shall also take into consideration differences in growing seasons (summer/winter) to develop the work schedule. The County's Representative reserves the right to adjust the maintenance frequency during the slow growing season by delaying the release of the cycles. During this time, areas shall still be maintained once every twenty-six (26) calendar days as submitted and approved on the work plan.

Submitted work plan (schedule and route) shall not and will not be changed to adjust for growth conditions during different seasons. Once determined and submitted to the County, the maintenance schedule shall be locked and no changes shall be made without County's approval. For example, if the Contractor determines that it would take his/her crews ten (10) calendar days to complete all contracted areas, the maintenance schedule shall be locked at ten (10) calendar days and shall continue to be ten (10) calendar days regardless of growing conditions. Unless otherwise authorized by the County's Representative, areas covered under this contract shall not be neglected for more than five (5) weeks (inclusive of the 4 weeks 26 calendar days) maintenance cycle. The Contractor be in contracted locations as specified on submitted daily and weekly maintenance schedules unless otherwise authorized in writing by the County's Representative. Delays on a previous cycle shall not affect operations on a subsequent cycle.

The following illustrations of ideal maintenance and maximum allowable (with authorized delays, as specified) schedules for this contract are provided for guidance:

Ideal maintenance:

Cycle for Month X				Cycle for Month Y			
Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
Road A	Road D	Road G	Road J	Road A	Road D	Road G	Road J
Road B	Road E	Road H	Road K	Road B	Road E	Road H	Road K
Road C	Road F	Road I	Road L	Road C	Road F	Road I	Road L

4 week span

Delayed maintenance (with authorized delays):

Week 1	Week 2	Week 3	Week 4	Week 5	Week 1	Week 2	Week 3	Week 4
Road A	Road D	Road G	Rain	Road J	Road A	Road D	Road G	Road J
Road B	Road E	Rain	Rain	Road K	Road B	Road E	Road H	Road K
Road C	Road F	Road H	Road I	Road L	Road C	Road F	Road I	Road L

5 week span (authorized)

For example, if the Contractor determined based on available resources and equipment that it would take ten (10) calendar days to complete all contracted areas, the maintenance schedule shall be locked at ten (10) calendar days and shall continue to be ten (10) calendar days regardless of growing conditions. However, the County will only release cycles once every twenty-six (26) calendar days, unless otherwise adjusted by the County's Representative during the slow growing season as stated above.

To better illustrate this maintenance condition, the following is provided for guidance and better understanding:

Cycle for Month X				Cycle for Month Y			
Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
Road A	Road D	No activity	No activity	Road A	Road D	No activity	No activity
Road B	Road E	No activity	No activity	Road B	Road E	No activity	No activity
Road C	Road F	No activity	No activity	Road C	Road F	No activity	No activity
4 week span							

If the Contractor decides to lock the schedule at ten (10) calendar days, the following scenarios will not be allowed, unless otherwise authorized due to approved delays:

Scenario A: 5 weeks maintenance delay

Cycle for Month X				Cycle for Month Y			
Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
Road A	Road D	No activity	No activity	No activity	Road A	Road D	No activity
Road B	Road E	No activity	No activity	No activity	Road B	Road E	No activity
Road C	Road F	No activity	No activity	No activity	Road C	Road F	No activity
5 week span							

Scenario B: 6 weeks maintenance delay

Cycle for Month X				Cycle for Month Y			
Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
Road A	Road D	No activity	No activity	No activity	No activity	Road A	Road D
Road B	Road E	No activity	No activity	No activity	No activity	Road B	Road E
Road C	Road F	No activity	No activity	No activity	No activity	Road C	Road F
6 week span							

The Contractor shall consult with the County's Representative prior to any schedule variance. The Contractor shall immediately contact the County's Representative when circumstances beyond his/her control that could alter the schedule or route for the cycle arise. The County's Representative will verify those circumstances and will determine if changes to the schedule and/or route for the cycle are warranted. Based on the conditions, the County's Representative could authorize modifications to the completion date for the cycle if applicable.

11. **LIQUIDATED DAMAGES** – As previously stated, areas covered under this contract shall be maintained once every four (4) weeks (equivalent to 26 calendar days), unless otherwise authorized by the County's Representative. Delivery orders will be issued for all work to be performed under this contract.

As previously stated, the Contractor shall provide daily and weekly maintenance schedules not to be deviated from unless otherwise authorized in writing by the County's Representative. Unless otherwise authorized by the County's Representative, areas covered under this contract shall not be neglected for more than five (5) weeks (inclusive of the 4 weeks (26 calendar days) maintenance cycle).

For any cycle released under this contract, liquidated damages in the amount of two hundred (200) dollars per calendar day may be assessed if one or more of the following conditions occur:

- 11.1 **The cycle is not completed by completion date as established in the delivery order or as authorized by the County's Representative -** Liquidated damages will start the first calendar day after the date the cycle was scheduled to be completed and will continue for each calendar day thereafter until all contracted areas are maintained and the cycle is accepted as completed.
 - 11.2 **The Contractor does not correct any deficient area within two (2) calendar days after notification from the County, unless otherwise authorized by the County's Representative -** These liquidated damages will start the third calendar day after notification and will continue for each calendar day thereafter until reported deficiencies are corrected per contract specifications.
 - 11.3 **The Contractor does not maintain contracted areas as specified and agreed on the submitted work plan (as specified above) -** These liquidated damages will start the first calendar day the contractor deviates from the approved plan and will continue for each calendar day thereafter until affected areas are maintained as required on the work plan.
12. **CONGESTED OR UNUSUAL CONDITIONS -** Due to congested traffic or unusual conditions, the Contractor may be required to remove his/her operation from the right-of-way and County property at the discretion of the County's Representative. **If the Contractor is required to remove his/her operation due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 P.M. (noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment will be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the County's Representative will determine and authorize such award. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the cycle and will notify the Contractor.**

If the Contractor is required to remove his/her operation as a result of inclement weather after 12:00 P.M (noon) for an excessive number of days the County will consider allowing additional time to the performance period. The Contractor shall document in writing via email to the County's Representative any inclement weather after 12:00 PM (noon) affecting their maintenance operations. The Contractor shall also include pictures and other pertinent documentation for review and consideration. The County's Representative will determine and authorize such award based on Contractor's written notifications and supporting documentation submitted for this. The County will notify the Contractor on final decision and will modify the completion date, accordingly, for the cycle.

13. **DAILY REPORTS** - The County's Representative will be entitled at all times to be advised, at his/her request, as to the status and details of work being completed by the Contractor in the format he/she requires. The Contractor shall maintain coordination with the County's Representative at all times. Either party may request and be granted a conference upon request in a timely manner. The County utilizes a standard reporting form that will be provided to the successful bidder upon contract award. **The Contractor shall inform the County's Representative by email daily as to the locations to be worked and the areas completed the previous day.**
14. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible to ensure that the finished work complies accurately with the specifications.
15. **Mowing, edging, litter removal, herbicide treatment, grass clippings removal, and brush control are included under one bid item. Any deficiencies not addressed by the contractor by the time required under this contract will be grounds to deny payment for the location affected. Areas are measured by street segments as shown on the attached street list; the County reserves the rights to deny payment for the whole area if one or more of the items listed above are found deficient and not corrected during the mowing cycle.**
16. The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor will provide a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency telephone numbers.
17. **COMMUNICATION AND QUALITY CONTROL** - The Contractor shall designate a competent Contractor's Representative who will be responsible for the quality control of this contract and who will not be replaced without written notice to the County's Representative at least twenty-four (24) hours before or after the incident. The Contractor's Representative shall be present at job sites and shall have the authority to act on behalf of the Contractor. All communications given to the Contractor's Representative will be as binding as if given to the Contractor.

To effectively communicate with County staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, blackberry, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas. All conversations with County staff shall be documented via email, including but not limited to: weather/unusual conditions delays, contractual issues, instructions given by County staff, etc.

Suggested Manpower –Goldenrod Area Section II*

Position	Quantity	Comments
Supervisor	1	Supervision, reporting, complaint handling, and quality assessment control.
Working Foreman	1	Open right-of-way mowing
Equipment Operator	5*	Mowing open right-of-way
Workers	4*	Mowing urban setting right-of-way
Spray Technician	1	Weed control

* Quantities adjusted according to the amount of equipment to be used in the specific area.

18. **MULTIPLE CONCURRENT CONTRACTS - Due to the nature and scope of this type of contract, in the event that the lowest bidder for the Goldenrod Area Section III is determined to be the lowest bidder for another subsequent mowing contract or already has a mowing contract, a Management Plan shall be submitted to the County. The plan shall contain detailed information on personnel, equipment, and schedules for each contract. The contractor shall have resources (i.e. equipment and personnel) for each contract.** If the contractor does not provide the required information to the County, the County reserves the right to award the new contract to the next lowest responsive bidder.

TECHNICAL PROVISIONS

The Contractor will furnish all labor, materials, equipment, supervision, tools, transportation, supplies, manpower and pay disposal fees, to complete the work specified in this contract. As stated, the work performed will consist of mowing (roadside and slope mowing, litter and grass clipping removal, edging, herbicide treatment, brush control), fertilization of turf and additional litter removal.

1. **QUANTITY AND FREQUENCY OF WORK –** The work specified in this contract represents the type of services to be accomplished. The areas and limits of work are all non-paved sections of right-of-way and County property. Areas have been inventoried and calculated as to quantities. Any discrepancies or disagreements concerning quantities and limits of work shall be immediately

reported in writing (shall reflect the new measurements taken by the contractor and the contract measurements) to the County representative. Discrepancies or disagreements will be mutually resolved prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.

During the first cycle of all bid items, the Contractor will be responsible for bringing all areas specified in the contract up to a maintainable standard. All costs of reclaiming these areas shall be included in the unit price bids. No additional compensation will be given to the Contractor for bringing the specified areas up to a maintainable level. All work locations will be considered provided by the County in an "as is" condition.

The County's Representative will determine and authorize when to begin each cycle. The contractor's authorization to proceed with service delivery shall only commence after he/she receives a delivery order identifying the specific services to perform and the costs involved. The contractor shall not begin any cycle until authorized by the County's Representative. The total number and timing of the cycles will depend upon the line item and growth conditions during the season. The Contractor will be compensated at the unit price multiplied by the actual number of cycles completed unless otherwise specified.

This contract requires a maximum of twelve (12) mowing cycles, as needed. It also includes a maximum of one (1) cycle of fertilization of turf, and six (6) cycles of additional litter removal to be accomplished on an annual basis.

The additional litter removal is to be used on an "as needed" basis. A written delivery order will be issued to the Contractor each time there is such a need. **This separate bid item is over and above the routine litter removal required during regular mowing operations.**

2. **EQUIPMENT** - Ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment on site, which is deemed by the County's Representative to be inoperable, unsafe, or improper for desired use, must be removed from the premises by the Contractor at his/her expense the same day of the County's determination.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

Suggested Equipment – Goldenrod Section II

Type	Quantity	Comments
15-foot Batwing	1	Open right-of-way mowing
6 or 8-foot Bush hog	1	Brush control/mowing
50 or 60" cut ZTR Mowers	2	Mowing urban right-of-way
Weed eaters	4	Weed control
Edger	2	Edging
Blowers	2	Site Cleanup
Herbicide Sprayers	1	Spraying herbicides
Trucks and Trailers	2	Transport

Because every mowing area presents unique characteristics, potential contractor shall take the time to inspect and analyze specific needs. Some areas require ditch and/or slope mowing, some small machine mowing, some large machine mowing, and some others require a combination of equipment in order to provide the required services. The mowing equipment used by the Contractor shall be maintained to produce a clean, sharp cut and uniform distribution of clippings at all times. The mowers will be constructed such that the height of the turf cut will be three (3) inches, plus or minus one (1) inch. The Contractor is required to use amber flashing lights on all mowing equipment and his/her employees must be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the County.

3. **COMPLETION OF WORK** – The Contractor shall complete the work ordered within each designated cycle and shall notify in writing of areas completed on a daily basis to the County’s Representative for inspection and approval of work quality being accomplished. The County’s Representative will make a final inspection and will notify the Contractor in writing of any deficiencies found in reported areas. In the event of unsatisfactory work, the Contractor will repeat the work without additional compensation, within two (2) calendar days unless otherwise authorized by the County’s Representative. **If a second re-inspection is required, the County will assess an eighty (80.00) dollar fee to the Contractor. The eighty (80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that delivery order.**

4. **MOWING** – Mowing, edging, litter removal, herbicide treatment, grass clipping removal, and brush control are included under one bid item.

Regular mowing under this contract is generally limited to mowing areas of shoulders, front and back slopes of less than or equal to three-to-one (3:1) slope, retention ponds, dry roadside ditch bottoms, median islands and various width utility strips and similar areas. Slope mowing, which is also a contract requirement, is generally limited to slopes greater or steeper than three-to-one

(3:1) and are relatively inaccessible to the use of conventional mowing equipment (e.g., steep slopes, retention pond banks and shores, bridge/overpass banks, canal banks, wet roadside ditches, etc). These types of areas will normally require equipment specifically designed for this type of work. When slope mowing is performed, it will incorporate the use of string trimmers to protect the integrity of the slope and prevent damage to the turf.

Sign posts, guardrails, trees, retention pond out-fall structures, fences, shrubs, plants, light poles, utility flags or other such obstacles to mowing will be hand mowed or trimmed around as necessary to present a groomed appearance. Top of vegetation on wet bottom ditches must be cut-off to the water's edge/level. Particular attention will be paid to planted areas. Any damage that occurs to plants, trees, shrubs, mulched beds, tree rings, sprinkler heads, etc., will be repaired or restored before the cycle is completed. Mowing will also include grass clipping removal and litter removal, edging, and herbicide treatment. These costs will be included in the unit price bid for right-of-way mowing.

4.1 **Quality** – All cutting will be performed in such a manner to produce a stand of mowed grass or vegetation cut uniformly with no streaks or scalping. In the event the Contractor damages the turf, curbs, or pavement, he/she will be responsible for restoring it to its original condition and/or replacement thereof, prior to the end of the cycle. This also includes sign structures, mailboxes, appurtenances, etc.

All appurtenances will be hand-mowed or trimmed around by the Contractor as necessary to present a well-groomed appearance. Appurtenances will include but not be limited to, sign posts and bases, delineator posts, fences, guardrail or barrier walls, end walls, pipes, drainage structures, poles, retention pond control structures, guys, landscape areas, etc.

4.1.1 **Quantity and Frequency of Mowing** – The County's Representative will determine when to begin each mowing cycle. The number and timing of the cycles will depend upon the growth conditions of the grass during the season. A maximum of twelve (12) cycles will be ordered each year. The Contractor will be compensated at the unit price per acre times the acreage completed in each mowing cycle.

4.1.2 **Limitations of Operation** – When mowing within ten (10) feet of traveled roadway, all equipment will be operated in the direction of the flow of traffic. This provision does not apply when flaggers and warning signs in accordance with the Manual on Uniform Traffic Control Devices protect the specific work site.

When boom-type slope mowers are operated on the shoulder, a flagger will be stationed to warn other traffic and assist the operations. Warning signs will be placed in accordance with the most current edition of the Florida Department of Transportation's "Roadway and Traffic Design Standards" for Design, Construction,

Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways." When mowers are crossing the traveled roadway or bridges, flaggers will be provided.

When necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the traveled roadway, a location will be selected that provides an unobstructed sight distance of five hundred (500) feet. The operator will stop before crossing the roadway and permit closely approaching vehicles to pass before crossing. Operations will be planned to minimize crossings. Equipment left on the right-of-way or County property after designated work hours will be placed outside the clear and recovery area and will be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it will be marked with a barricade etc. and with approved steady burning amber lights.

All service and supply operations will be conducted outside the clear and recovery area. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median unless necessary to repair or remove inoperable equipment.

- 4.2 **Litter Removal** – During each cycle all litter and debris are to be removed prior to and upon completion of a mowing cycle. Litter and debris removal includes the pickup removal, and disposal from the right-of-way and County property of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. It will also be the Contractor's responsibility to remove any item such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, which will result in an objectionable appearance. **The cost of litter removal will be included in the unit price bid for mowing.**
- 4.3 **Clipping Removal** – During each cycle all grass clippings that are not uniformly distributed, and detract from the appearance of the mowing operation will be removed from the ob site by the Contractor, upon completion of the mowing operation to allow for a neat and clean appearance after completion. The Contractor will remove and dispose of all grass clippings from the pavement, fence lines, sidewalks, curbs and curb inlets located within the limits of the project. **The cost of grass clipping removal will be included in the unit price bid for mowing.**

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

- 4.4 **Brush Control** – During each cycle the Contractor is responsible for cutting and removing brush up to two (2) inches in diameter and up to a seven (7) feet height along right-of-way, undeveloped lots or properties and along fence lines and walls so it does not encroach onto the County’s right-of-way. Areas behind power poles shall be mowed at least one mower pass to the right-of-way line. This work will be performed in conjunction with the mowing cycle. **The cost of brush control will be included in the unit price bid for mowing.**
- 4.5 **Edging** - Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following structures: sidewalks, paved approaches and curbs, to maintain these areas in an attractive and manicured condition. **Edging encompasses the removal of growth mechanically and manually.**

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

4.5.1 **Quantity and Frequency of Edging** - Edging will be performed in conjunction with the mowing cycle. **The cost of edging will be included in the unit price bid for mowing.**

4.5.2 **Method of Operations** – The edging of sidewalks, paved approaches, and curbs will create a distinct void; approximately one-half (1/2) inch horizontally between the structure and the turf. String trimmers will **not** be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged.

Upon completion of edging by the Contractor, no growth, sand or debris will touch any of the structures designated to be edged. The Contractor from the areas designated for edging will remove all sand and debris. **The cost of this removal and disposal will be included in the unit price bid for mowing.**

4.5.3 **Quality** - Plant growth, sand and debris will be removed from all specified areas to provide a neatly groomed and manicured appearance in accordance with the specifications. If at any time, performed work is deemed unsatisfactory by the County's Representative, the services will be reformed at no additional cost to the County.

4.6. **Herbicide Treatment** - Herbicide treatment encompasses the treatment of all grass, weeds, vegetation and plant material growing on, along and around concrete medians, fences, curb inlets, inlet openings, gutters, asphalt paved areas, ramps, divider walls, guardrails, bridge embankments and bridge supports with an approved herbicide to maintain these areas in an attractive and manicured condition. The herbicide treatment will also include the treatment of all expansion joints and cracks located on sidewalks, curbs, concrete medians and paved approaches.

All herbicide used will contain the active ingredient glyphosate (e.g. as in Roundup), applied in accordance with the manufacturer's label directions. The herbicide mixture will contain a colored spray indicator to mark the areas treated. **Indicator will be used to verify application of herbicide treatment.**

A valid State of Florida Pest Control Operator's license with Pesticide Application qualified in right-of-way category must be issued in the name of the Bidders Company or the name of company employee.

NOTE: Areas designated to be edged will not be treated with herbicide.

4.6.1 **Quantity and Frequency of Herbicide Treatment** – Herbicide Treatment will be performed in conjunction with the mowing cycle. **The cost of herbicide treatment will be included in the unit price bid for mowing.**

4.6.2 **Method of Operations** - Upon completion of herbicide treatment by the Contractor, no growth will remain on any of the areas designated to be treated. The spray pattern for herbicide treatment will be six (6) inches, with the exception of fence lines and divider walls. The spray pattern for fence lines and divider walls will be twelve (12) inches inside the right-of way line.

Approximately ten days after the application of herbicides, fences and divider walls will be hand trimmed by the Contractor to remove all dead vegetation. All vegetation will be removed and disposed of by the Contractor. Upon completion of the trimming, no unwanted vegetation will touch any part of the fences and divider walls. All dead vegetation will be removed from all other areas sprayed, including sidewalk expansion joints, curbs, gutters, concrete medians and inlet openings, etc. **The cost of the removal and disposal of all plant growth will be included in the unit price bid for mowing.**

4.6.3 **Limitation of Operations** - The Contractor will abide by all rules, laws, ordinances and statutes of the Federal Government as well as that of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. The Contractor at his/her expense will replace plants, grass and trees damaged by the improper use of herbicides. Replacements will be of the same size and type of those damaged.

4.6.4 **Quality** - If at any time, the herbicide treatment is not in accordance with the specifications, the services will be re-performed at no additional cost to the County.

5. **FERTILIZATION OF TURF** - Application of fertilizer will be in accordance with the manufacturer's instructions. Fertilizer will be granular 15-5-15 plus Diazinon or equivalent at the rate of five (5) pounds per one thousand (1000) Square feet. The Contractor will bid fertilizing at a unit price per acre to include the cost of fertilizer, delivery to the site and application to the turf as required in the specifications. For bidding purposes, the areas specified as fertilization of turf shall be ordered once annually.

6. **ADDITIONAL LITTER REMOVAL** – The Contractor may be asked to remove additional litter and debris from specific areas on an as needed basis -above and beyond the requirement described in paragraph 4.2. This additional litter and debris removal consists of the pickup, removal, disposal of litter, and otherwise objectionable debris, within the maintained limits of the right-of-way. Additional litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, tree branches, and other items to be removed under this work.

6.1 **Frequency of Removal** - This service to specific areas will be ordered by the County's Representative via Work Order, and a separate line item is included on the bid sheet for the pricing of this work. For bidding purposes only, 6 cycles have been estimated for additional litter removal.

6.2 **Equipment** - Equipment that is utilized to transport additional litter will be constructed in a manner to preclude spillage or loss of litter along the roadway. All open top carriers will be covered and secured with tarpaulins. The Contractor at no cost to the County will remove all spillages promptly. The contractor will submit a written request for approval, to the County's Representative, for the use of specialized equipment designed for mechanized removal of additional litter and debris. The County's Representative will require the Contractor to establish, at the Contractor's expense, satisfactory results that the specialized equipment will produce quality additional litter removal. The County's Representative will require additional safety devices or precautions unique to the equipment. Equipment that damages curbs, pavement, or turf will **not** be allowed.

- 6.3 **Limitation of Operation** - Any equipment left on the right-of-way overnight will be lit and parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel way and the right-of-way line and be outside the clear zone. No supply vehicle will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

When performing additional litter pickup operations, workmen will wear reflective clothing of high visibility such as a vest, shirt, or jacket and these are to comply with O.S.H.A. requirements/standards.

- 6.4 **Disposal of Additional Litter and Debris** - All Additional litter and debris that have been accumulated and picked up will be placed in trash bags and will be removed from the right-of-way at the end of each working day by the Contractor. Disposal of litter and debris will be made in accordance with local and state laws and any cost incurred for disposal will be the responsibility of the Contractor. Storage or stockpiling of litter or debris on the right-of-way will **not** be permitted. With each invoice submittal the Contractor will provide the landfill receipts where the Contractor disposed all additional litter or debris.
- 6.5 **Quality** - Completed areas will be reviewed for quality and acceptance by the County's Representative. Areas determined to be unsatisfactory, by the County's Representative, will be re-cleaned at no additional cost. All areas will be cleaned in such a manner that they will be reasonably free of all litter and debris. The Contractor will not be penalized for additional litter and debris that may be deposited between the time the work was completed and the time when the work is approved by the County's Representative. However, the County's Representative's judgment when evaluating completed work will be final.
- 6.6 **Basis of Payment** - Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of additional litter and debris removal.
7. **INLET OPENINGS CLEANING** – It is the responsibility of the contractor to maintain the inlet openings free from the debris generated during their right-of-way mowing operation. The contractor may be asked to clean the inlet openings on specific roads on as needed basis. The inlet opening cleaning consists of debris removal and its disposal.
- 7.1 **Frequency of removal** – This service to specific areas will be ordered by the County's Representative via Delivery Order and a separate line item is included on the bid sheet for the pricing of this work.

7.2 **Disposal of debris picked up from inlet opening** – All debris that has been picked from inlet openings will be removed at the end of each working day by the contractor. Debris may consist of sand, dirt, paper, lumber, brush, tree branches, cardboard and other items to be removed under this work. Disposal of debris will be made in accordance with local and state laws and any cost incurred for disposal will be the responsibility of the Contractor. Storage or stockpiling of debris on the right-of-way will **not** be permitted.

8. **PAYMENT ITEMS** - Payment will be made under:

Item No. 1- Mowing - per acre (includes Edging, Litter Removal, Brush Control, Grass Clipping Removal, and Herbicide Treatment)

Item No. 2- Fertilization of Turf - per acre

Item No. 3- Additional Litter Removal - per acre

Item No. 4- Inlet Opening Cleaning – per each

9. **APPROXIMATE QUANTITIES IN THE CONTRACT**

GOLDENROD SECTION II:

Basic Year (12 months from date of award):

- Mowing 2000 acres
- Fertilization of Turf 167 acres
- Additional Litter Removal 1000 acres
- Inlet Opening Cleaning 250 each

Option Year No. 1 (12 months from 1st anniversary date):

- Mowing 2100 acres
- Fertilization of Turf 175 acres
- Additional Litter Removal 1050 acres
- Inlet Opening Cleaning 250 each

Option Year No. 2 (12 months from 2nd anniversary date):

- Mowing 2200 acres
- Fertilization of Turf 183 acres
- Additional Litter Removal 1098 acres
- Inlet Opening Cleaning 250 each

10. **LOCATION OF WORK – GOLDENROD SECTION III:** Appendix I contains a listing that totals 155.89 acres per cycle. This number could increase due to additions of new roads or decrease due to removal of roads. Additional location listings will be issued as they become available. Appendix I and these additional location listings (up to the maximum amount allowed for the Basic Year of the contract) constitute the total contract requirement for the Basic Year of the contract.

Option Year Number 1 (2nd year of the contract) and Option Year Number 2 (3rd year of the contract) cover additional acreage.

11. **FINAL INSPECTION FOR PAYMENT** - After the Contractor has corrected all deficiencies to the satisfaction of the County's Representative and delivered all maintenance and operating instructions, schedules, guarantees, Certificates of Inspection and other documents as required by the Contract. The Contractor may make application for final payment following the procedure for progress payments. The effective final releases or waivers of liens from the Contractor and all subcontractors that performed services for the Contractor pursuant to the Contract Documents and the consent of surety, if applicable to final payment of each delivery order shall accompany the final pay application.

12. **PERFORMANCE ISSUES** - The County will hold the Contractor responsible for meeting all of the Contractor's contractual obligations. If performance issues arise that cannot be resolved between the contractor and the County's representative, the matter will be referred to the Purchasing and Contracts Division for appropriate action.

**BID PROPOSAL FORM
IFB #Y10-129-DG**

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL EST. BID</u>
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GOLDENROD AREA SECTION II

I. Basic Year (12 months from date of award):

1.	Mowing, as specified	2000 acres	\$_____acre	\$_____
2.	Fertilization of turf, as specified	167 acres	\$_____acre	\$_____
3.	Additional Litter Removal, as specified	1000 acres	\$_____acre	\$_____
4.	Inlet Opening Cleaning	250 each	\$_____each	\$_____

TOTAL ESTIMATED BID BASIC YEAR \$_____

II. Option Year No. 1 (12 months from 1rst contract anniversary date):

1.	Mowing, as specified	2100 acres	\$_____acre	\$_____
2.	Fertilization of turf, as specified	175 acres	\$_____acre	\$_____
3.	Additional Litter Removal, as specified	1050 acres	\$_____acre	\$_____
4.	Inlet Opening Cleaning	250 each	\$_____each	\$_____

TOTAL ESTIMATED BID OPTION YEAR #1 \$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL EST. BID</u>
III. Option Year No. 2 (12 months from 2nd contract anniversary date):				
1.	Mowing, as specified	2200 acres	\$_____acre	\$_____
2.	Fertilization of turf, as specified	183 acres	\$_____acre	\$_____
3.	Additional Litter Removal, as specified	1098 acres	\$_____acre	\$_____
4.	Inlet Opening Cleaning	250 each	\$_____each	\$_____
TOTAL ESTIMATED BID OPTION YEAR #2				\$_____
TOTAL ESTIMATED BID BASE, OPTION YEAR #1 AND OPTION YEAR #2				\$_____

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

Performance shall be as specified After Receipt of Order (ARO) per Special Terms and Conditions #7.

Inquiries regarding this Invitation for bids may be directed to Dorothy Gordon, Senior Purchasing Agent, at telephone number (407) 836-5643.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, Schedule of Sub-Contracting, current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report.
- B. Completed reference documentation, pages 44 and 45.
- C. Qualifications of Bidders information, per Special Terms and Conditions #3.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____

Address:

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ **Fax Number:** _____

E-mail Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ **Cell Phone Number:** _____

Residence Telephone Number: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name _____ Title _____ Telephone Number/E-Mail _____

(Signature)

(Date)

(Title)

(Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Non-Profit

_____ Joint Venture _____ Corporation

State of Incorporation: _____

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

Federal I.D. or Social Security number is _____

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

REFERENCES:

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

1. Owner's Name: _____

a. Description of goods or services provided: _____

b. Contract Amount: _____

c. Date services completed: _____

d. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Owner's Name: _____

a. Description of goods or services provided: _____

b. Contract Amount: _____

c. Date services completed: _____

d. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Owner's Name: _____

a. Description of goods or services provided: _____

b. Contract Amount: _____

c. Date services completed: _____

d. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING
IFB NO. Y10-129-DG

As specified in Section 22 of the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

RELATIONSHIP DISCLOSURE FORM

This form shall be completed by the bidder, offer or, quoter or respondent or his/her agent (when accompanied by an agent authorization form on file with the County) and is required be submitted to the Purchasing and Contracts Division by the bidder, offer or, quoter or respondent or his/her agent prior to contract award.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

PART I. BID/PROPOSAL INFORMATION

Name of Bidder, Proposer or Responder: _____

Solicitation No: _____

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

Business Phone () _____

Facsimile () _____

PART II

IS THE BIDDER/PROPOSER OR ANY PERSON INVOLVED IN THIS PROJECT A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

_____ Yes _____ No

IS THE MAYOR OR ANY MEMBER OF THE BCC YOUR EMPLOYEE?

_____ Yes _____ No

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

_____ Yes _____ No

If you responded yes to any of the above questions, please state with whom and explain the relationship: _____

PART III ORIGINAL SIGNATURE 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.

Date: _____

Signature

Print Name and Title

Failure to complete and submit this form with you bid, proposal or response may render it non-responsive.

FREQUENTLY ASKED QUESTIONS (FAQ)
Relationship Disclosure Form
Updated 11-26-08

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (OC CE 2P) is implemented as a part of the Local Code of Ethics to ensure that all procurement items presented to the County include information on each bidder, offeror, quoter or respondent as to their relationship with the Mayor or members of the BCC. [The form will be a part of the back up information for your item.](#)

WHAT INFORMATION SHOULD BE DISCLOSED ON THIS FORM?

A relationship disclosure form should be filed with the box [checked](#) "YES" [and the relationship described](#) if the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *business associate* of the Mayor or any member of the BCC; if any person involved with the solicitation has a beneficial interest in the outcome of the matter and is a business associate with the Mayor or any member of the BCC; in cases where the bidder, offeror, quoter, respondent or any person involved with the solicitation is a *relative* of the Mayor or any member of the BCC; and in those cases where the Mayor or any member of the BCC is an *employee* of the bidder, offeror, quoter, respondent or any person involved with the solicitation.

HOW ARE THE RELEVANT TERMS DEFINED?

Business Associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. (s.112.312(4)), Florida Statutes, and s. 2-452(b), Orange County Code)

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

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

WHAT IF THE ANSWER IS “YES”?

[The information on this form is available to the BCC and this form will accompany the item as back up.](#)

WHEN DO I FILE THE RELATIONSHIP DISCLOSURE FORM?

In most cases this form will be collected at the time you submit your procurement-related forms. However, response to a bid will not be deemed unresponsive if this form is not included in the initial submittal packet to the Purchasing Division.

CAN I UPDATE THE RELATIONSHIP DISCLOSURE FORM?

Yes, you may. In fact, updates to the Relationship Disclosure Form remain a continuing obligation of the [bidder](#).

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This form should be completed in full and filed with all bids, proposals, quotes or other responses to the Orange County Solicitation and shall remain cumulative. Amendments to the initial report shall also be submitted to the Purchasing and Contracts Division.

Part I

Please complete the following:

Name and Address of Principal or Principal's Authorized Agent: _____

Name and Address of Lobbyist, consultants, contractors, if any: _____

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

Date of Expenditure	Name of Payee	Description of Expenditure	Amount Expended
			\$
			\$
			\$
			\$
			\$

Specific Project Expenditure Report (December 16, 2008)

If continued on a separate sheet, please check here _____

Total Expenditures this Report: \$ _____

Date of this Report: _____

Solicitation # _____

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: _____

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

Failure to complete and submit this form with your bid, proposal or response may render it non-responsive.

FREQUENTLY ASKED QUESTIONS (FAQ)
Specific Project Expenditure Report
Updated 12-16-08

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

In summary the Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the Board or County Commissioners (BCC). Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code). Projects that are specifically exempt from the SPR requirement include ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by county staff, and some procurement items. (Reference s. 2-354(b), County Code)

WHAT IS LOBBYING?

The County Code defines "Lobbying" to mean communicating directly with the County Mayor, any member of the BCC, or with the member of a County procurement committee **or** communicating indirectly with the Mayor or any other member of the BCC by directing the communication to a staff member of the Mayor or member of the BCC, the County Administrator, any deputy or assistant county administrator, the County Attorney, any county department director, or any county division manager.

In all cases, Lobbying is activity which seeks to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the BCC and will include all communication whether oral, written or electronic and whether initiated by the lobbyist or by the person being lobbied. (Reference s. 2-351, County Code) Lobbying does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee.

WHO FILES THE SPR?

The principal or his/her authorized agent will complete the SPR. Section 2-351, County Code, defines a Principal as the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist. Principal may also include those persons, partnerships, joint ventures, trusts, associations, corporations, limited liability corporations, or other entities where they or their employees do not qualify as a lobbyist but do perform lobbying activities on behalf of a business in which they have a personal interest. For purposes of filing an SPR, principal does not include governmental entities.

WHAT IS AN EXPENDITURE?

Section 112.3125, Florida Statutes, defines "Expenditure" to mean "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106 or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (Reference s.2-354, County Code)

HOW DO I FILE THE SPR?

The BCC requests only one original, signed, cumulative SPR be filed that documents all lobbying expenditures incurred for each specific project or item that will come before the BCC. The SPR must be prepared and contain the original signature of the principal or his/her authorized agent, must be filed with the County Department processing your application, and will remain a part of the application packet for your project or item. (Reference s. 2-354(b), County Code)

WHEN DO I FILE THE SPR?

In most cases the SPR will be collected with your other application forms. The final, cumulative SPR should be filed with the County Department processing your application no less than seven (7) days prior to the scheduled BCC agenda date. (Reference s. 2-354(b), County Code)

CAN I UPDATE THE SPR?

Yes, you may. In fact, all updates to the SPR remain a continuing obligation of the principal or his/her authorized agent and, where an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR should be filed prior to the scheduled BCC meeting. An amended SPR should be filed with the County Department where the original application, including SPR, was filed.

If additional expenditures occur after the final amended SPR is filed and within 7 days of your BCC hearing date, an update to the SPR must then be verbally presented to the BCC if your item is a discussion item or is set for a public hearing. If your item is on the consent agenda and an update occurs within 7 days of the BCC meeting, the item will be pulled from the consent agenda to be considered at a future meeting. (Reference s. 2-354(b), County Code)

WHERE DO I FILE THE SPR AND SUBSEQUENT UPDATES?

The SPR and any update to the SPR should be filed with the County Department processing your application. The SPR and any updates must be filed no less than 7 days prior to your BCC hearing date. (Reference s. 2-354(b), County Code)

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY 201 S ROSALIND AVE ORLANDO FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D.....

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

2nd Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

Goldenrod II

Street	From	To	AcresMowed
2315 Forsyth Rd Lot	front	back	0.71
2516 Gresham Dr	Lot		0.31
2522 Gresham Dr	Front	Back	0.33
2523 Gresham Dr Lot	front	back	0.59
4138 Grant Av	Opposite		0.06
580 Lake Av	(Kennedy lots)		0.50
6955 Yucatan Dr	Easement at Tuscany Pointe Phase II		0.98
7130 Moss Grove Ln	Front	Back	0.20
7208 Hanging Moss Rd	Front	Back	0.36
Abby Rd	At west end in cul-de-sac		0.02
Aber Rd	Old Cheney Hwy	end	0.26
Adanson St	Lee Rd	W Fairbanks Av	3.48
Agate Ln	Jasper Dr	N Forsyth Rd	0.02
Albemarle Rd	PEMBROOK DR	Herbison Dr	0.60
Alloway Dr	Lee Rd 325 ft north		0.15
Amber Rd	Oleander Dr	E Colonial Dr	2.33
Amethyst Lane Ditch	Marcia Dr	95' West	0.05
Andrus Av	Lee Rd	Address 5242	0.76
Andrus Av	Lee Rd	Edgewater Dr	0.69
Argyle St	Farwell Av	end	0.58
Astro St	Forsyth Rd	end	1.37
Bamboo Dr	Cosmos Dr	Dillon Cir	0.21
Bamboo Dr	End	Cocos Dr	2.20
Barma Ct	Barma Ct (Cul de sac)	Barma St.	0.07
Barton Dr	Santa Rosa Dr	SR 436	1.97
BEACH BV	Old Cheney Hwy	136' West of Jamajo Bv	2.11
BENJAMIN AV	Lee Rd	1175 Bejamine Av	0.77
Bennett Av	Lee Rd	Monroe Av	1.27
BENTWOOD ST	Dennis Av	Farwell	0.24
Biltmore Rd	Coronado Rd	Shorecrest Dr	0.19
Bongart Rd	Denton Rd	End	0.04
Calloway Dr	Forest City Rd	dead end	0.49
Canovia St	Harold St	Adanson Av	0.49
Carrington Dr	Commerce Blvd	dead end	1.93
CARVELL DR	Aloma Av.	85' N / Aloma Av.	0.04
CARVER BV	Campisview Blvd west	Dead end	0.30
Century Dr	Claude St	Delta St	0.83
Claude Av	S.R. 436	Century Dr.	0.31
Clay St	Karolina Av	Killarney Dr (eastside)	0.50

Street	From	To	AcresMowed
Clay St	Killarney Dr	Staunton Ave.(westside)	0.50
Cocos Dr	Bamboo Dr	Forsyth Rd	0.55
Coletta Dr	Cornelia Av	Hwy 436	2.66
Commerce Blvd	Colonial Dr	Carrington Dr	4.83
Cornelia Av	Semorán Blvd	Commerce Blvd	1.92
Coronado Rd	Biltmore Rd	Fairbanks Av	0.33
Cosmos Dr	Lake Underhill Rd	Bamboo Dr under overpass	0.10
Courtland St	Courtland Outfall	East and West of Adanson St to end	1.34
Courtland St	Lee Rd	Goddard Av	0.63
Curtis St	Farwell Av	Dennis Av	0.40
Daubert St	Maltby Av	Jamajo Blvd	0.05
Davisson Av	Lee Rd.	Edgewater Dr	0.54
Davisson Av	Lee Rd.	Van ness	0.19
Decatur St	Charleston St	Club St	0.11
Dee Dee St	Heather Rd	Kalamba St	0.66
Delridge Av	Grant Blvd	Address 1018	0.13
Delta St	Colonial Dr	end	0.52
Demorest St	Commerce Blvd	Carrington Dr	0.63
Dennis Av	Heather Rd	Argyle St	2.20
Dominion Av	Forsyth Rd	Marcia Dr	0.36
Doncaster Rd	Herbison Dr	Pembrook Dr.	0.47
Dorris Dr	Colonial Dr	Partridge Ln	0.84
Drake Dr	Monahan Rd.	Forest City Rd	1.13
Driggs Dr	University Blvd	SR 436	0.82
Eggleston Av	Address 5235	Lee Rd	0.39
Eggleston Av	Lee Rd	Edgewater Dr	0.40
Eli St	Neuse Av	NAPLES DR	0.86
Ellendale Rd	North of Denton Rd at dead end		0.04
Farwell Av	OLD CHENEY HY	Curtis St	1.28
Formosa Av	E PAR ST	Killarney Dr	1.21
Forsyth Commerce Rd	N FORSYTH RD	End	0.62
Gardner St	N FORSYTH RD	end	1.18
GLENDON PY	Bennett Av	LEWIS DR	0.34
Goddard Av	COURTLAND ST	Edgewater Dr	0.79
Goddard Av	Lee Rd	5306 Goddard Av	0.34
Granada Dr	Address 321	WELLINGTON BV	0.03
GRANT BV	Dowd Av	Webster Av	0.39
Greenleaf Dr	Forest City Rd	dead end	0.82
Gresham Dr	2505 Gresham Dr	2527 Gresham Dr (east sida)	0.12
Gresham Dr	2510 Gresham Dd	2524 Gresham Dr (west side)	0.07
Gresham Dr	Partridge Ln	2313 Gresham Dr (east side)	0.06

Street	From	To	AcresMowed
Hanging Moss Rd	2315 N Forsyth Rd	2522 Gresham Dr	0.30
Hanging Moss Rd	S SEMORAN BV	N FORSYTH RD	6.52
Heather Rd	N FORSYTH RD	Dennis Av	0.90
Herbison Dr	Dead End	Forest City Rd	1.01
Hewett Dr	N SEMORAN BV	N SEMORAN BV	1.08
Hibiscus Rd	N SEMORAN BV	End	0.74
Howell Branch Rd	COUNTY BOUNDARY	Sanbina St	0.23
HUNGERFORD BV	Samuel St	CAMPUS VIEW DR	0.19
JAMAJO BV	ROUSH AV	JAMAJO BV	0.05
Josephine St	PINELLI ST	OLD CHENEY HY	0.38
Julian St	I-4	Minnesota Av	0.40
June St	OLD CHENEY HY	Cornelia Av	0.74
Kalamba St	Dee Dee St	N FORSYTH RD	0.42
Kentucky Av	Clay St	I-4	1.50
Killarney Dr	Clay St	Ohio St (northside)	0.01
Kindel Av	N ORLANDO AV	Bennett Av	0.54
Kingston Av	OLD CHENEY HY	Cornelia Av	1.39
Kline St	Tucker Av	retention Pond	0.06
Lehigh Av	N SOLANDRA DR	Glendale St	0.73
Linda Ln	OLD CHENEY HY	End	0.22
Madrid Av	Dexter St	OLD CHENEY HY	0.01
Manor Dr	E COLONIAL DR	OLD CHENEY HY	0.68
Marcia Dr	E COLONIAL DR	AMETHYST LN	0.27
Meadow Ln	OLD CHENEY HY	end	0.80
Metric Dr	UNIVERSITY BV	end	1.94
Minnesota Av	Formosa Av	MIDIRON DR	0.32
Minnesota Av	Midiron Dr.	Greens Av. (North side only)	0.70
Monahan Rd	PEMBROOK DR	Drake Dr	0.25
Moselle Av	OLD CHENEY HY	Turin St	0.80
Myrtle Av	OLD CHENEY HY	Cornelia Av	2.28
N FORSYTH RD	OLD CHENEY HY	Aloma Av	7.84
n Wymore Rd	w Fairbanks Av	Lee Rd	4.48
Neuse Av	Eli St	End	2.28
Newhall Av	Van Ness St	End in Gated Area	0.35
NORMA DR	Hewett Dr	Hewett Dr	0.90
Oglesby Av	Greens Av	Driver Av	0.14
Old Cheney Hy	n Forsyth Rd	e Colonial Dr	2.74
Old Cheney Hy	n Forsyth Rd	e Colonial dr	3.50
Old Cheney Hy	N SEMORAN BV	e Colonial Dr	1.93
Old Cheney Hy	N SEMORAN BV	e Colonial Dr	6.31
Oleander Dr	N SEMORAN BV	E COLONIAL DR	1.94
Oleander Wy	Amber Rd	Grenadier Dr	0.19

Street	From	To	AcresMowed
Oleander Wy	Tucker Av	Grenadier Dr	0.04
Omega St	Palmetto Av	Dead end	0.17
Partridge Ln	Pear Tree Ct	n Forsyth Rd	0.49
PEMBROOK DR	Lift Station	Forest City Rd	1.78
Peony Ln	Kasey Dr	s Forsyth Rd	0.36
Restful St	N Goldenrod Rd	End	0.73
RIVERSIDE PARK RD	BURMESE DR	Duo Lakes Dr	0.05
Rose Moss Ln	Moss Grove Cr	Tree Ln	0.64
Roush Av	n Solandra Dr	Humphries Av	2.00
S FORSYTH RD	COCOS DR	E COLONIAL DR	7.00
s Oxalis dr	Lake Underhill Rd	Bamboo Dr	0.07
s Wymore Rd	Lee Rd	w Kennedy Bv	6.42
Samuel St	w Kennedy Bv	Carver Bv	0.71
Santa Rosa Dr	N SEMORAN BV	Old Cheney Hy	1.18
Sasoon av	Beach Bv	Sunrise Bv	0.68
Scarlet Rd	West of 2916 Scarlet Rd	N & S and at gated area	0.28
Shoreview Dr	Barton Dr	Old Cheney Hy	0.58
Southern Charm Dr	n Forsyth Rd	350 Southern Charm Dr	0.09
Stratford Bv Median	N GOLDENROD RD	East 250'	0.06
Taft Av	Silver Star Rd	WILSON AV	0.78
Timor Av	Adanson St	Santee St	0.43
Truman Rd	Old Cheney Hy	end	2.52
Tucker Av	Oleander Dr	e Colonial Dr	2.60
TURRISI BV	Old Cheney Hy	North to end	0.91
VAN NESS ST	Goddard Av	Eggleston av	0.64
W KENNEDY BV	Forest City Rd	Campus View Dr	4.97
Webster Av	Edgewater Dr	GRANT BV	0.06
Wellington Bv	GRANADA BV	Stanley St	0.08
Weston Ln	Forest City Rd	Weston Elementary School	0.34
Wilde Av	Restful St	End	0.68
WOODLAWN BV	Corrine Dr	Ridge Av	0.11
Yucatan Dr	s Goldenrod Rd	LAKE UNDERHILL RD	1.12
Zenia dr	At north dead end	West 200 ft	0.09
			155.89