

Issue Date: June 30, 2014

INVITATION FOR BIDS #Y14-1092-DG

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

**LANDSCAPE MANAGEMENT SERVICES – COUNTY WIDE
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, July 24, 2014**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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

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

A **Non-Mandatory Pre-Bid Conference** will be held on **Monday, July 14, 2014, 2:00PM**, at **Orange County Facilities Management Raining Room, 2010 East Michigan Street, Orlando, Florida 32806**. Attendance is not mandatory but is encouraged.

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

NOTICE TO BIDDERS

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

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Procurement 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:

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

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, 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 Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

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

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

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

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Purchasing.Agent@ocfl.net, no later than 5:00 PM Friday, July 18, 2014 to the attention of Dorothy Gordon, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. FEDERAL AND STATE TAX

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

4. ACCEPTANCE/REJECTION/CANCELLATION

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

The County reserves the right, and the Procurement Division Manager, has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is

required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. NO BID

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

6. CONFLICT OF INTEREST

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

7. LEGAL REQUIREMENTS

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

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

B. 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 Procurement Division or the Business Development Division for information and assistance.

8. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid 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 the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

10. EEO STATEMENT

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

Further, the Contractor shall abide by the following provisions:

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

11. BID TABULATION AND RESULTS

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

12. BID FORMS

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

13. FLORIDA PREFERENCE

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

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

14. RECIPROCAL PREFERENCE

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

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

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

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

- **Orange County Protest Procedures**
http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf

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

16. BID AND RELATED COSTS

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

17. CONTRACTUAL AGREEMENT

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

18. PUBLIC ENTITY CRIME

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

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

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

19. DRUG-FREE WORKPLACE FORM

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

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

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

23. SUBMISSION OF BID

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

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

Bidders must indicate on the sealed envelope the following:

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

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

24. COPIES

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

25. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

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

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

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

29. INDEMNIFICATION

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

30. CLARIFICATIONS

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

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

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

32. SUCCESSORS AND ASSIGNS

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

33. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the 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

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

36. CONTRACT CLAIMS

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

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

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

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

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

37. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

38. CONFIDENTIAL INFORMATION

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

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE

All interested parties are invited to attend a **Non-Mandatory Pre-Bid Conference** will be held on **Monday, July 14, 2014, 2:00PM**, at **Orange County Facilities Management Training Room, 2010 East Michigan Street, Orlando, Florida 32806**.

At that time, the County's representative shall 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.

It is the Contractor's responsibility to be fully informed as to where items are installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Failure to visually inspect the facilities may be cause for disqualification of your bid. After the bid has been awarded, no additional compensation will be made as a result of differences between actual labor and materials required to complete the project and the Contractor's estimate prior to bid award.

2. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified.

A. The Contractor shall submit the following with his bid:

1. A list and brief description of similar work satisfactorily completed within the last three (3) years with location, dates of contract, names, addresses, and telephone numbers of owners by completing the reference sheets. A minimum of three (3) commercial references must be provided. The Contractor must demonstrate experience and satisfactory performance in providing landscape services for multi-site governmental or commercial locations.
2. A list and description of equipment available to do the work. Include a description of the bidder's manpower and equipment resources available to service the County's account, including the possibility of multiple concurrent projects with bid response
3. A list of personnel, by name and title, contemplated to perform the work. Include copies of relevant training received or provided by the Contractor. Technicians assigned to this contract shall have a minimum of two (2) years experience performing similar work.
4. A copy of the Contractor's quality assurance plan.

5. A detailed description of the Contractor's employee training and safety program. Training records of all employees must be made available to the County's Representative upon request.
 6. Proof, in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business a minimum of five years and has a minimum of five (5) years of similar experience in commercial landscape services.
 7. Proof, in the form of an occupational license of the principal place of business that the business and all associated equipment is located physically within Orange, Lake, Seminole or Osceola Counties in Florida.
- B. By submittal of a bid, the bidder agrees that the County shall make the sole determination as to whether or not sufficient experience and expertise exist and the bidder's protocol is sufficient to achieve the desired results.

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

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

3. BID ACCEPTANCE PERIOD

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

4. AWARD

Award will be based on a Lot by Lot basis to the lowest responsive and responsible bidder. The sites to receive landscaping services are divided into four (4) Lots. The Lots are arranged by geographic proximity or building/occupant type, to allow for effective management of the Lots. Bids for each Lot will be evaluated separately and in the event that any Contractor is a low responsive and responsible bidder in more than one Lot, that Contractor shall be awarded more than one Lot.

5. POST AWARD MEETING

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

6. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be within thirty (30) calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

The Contractor shall provide emergency repair services twenty-four (24) hours a day, seven (7) days a week as requested by the Facilities Management Division.

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

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

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

7. TERMINATION

A. Termination for Default:

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

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

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Procurement Division Manager, affording him/her the opportunity to cure the deficiencies or to submit a

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

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

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

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

B. Termination for Convenience:

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

8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

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

9. PAYMENT

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

Orange County Facilities Management Fiscal Division
Internal Operations Centre II
400 East South Street
Orlando, FL 32802
Phone (407) 836-5717

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. **SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

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

<http://www.orangecountyfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement/SafetyandHealthManual.aspx>

11. **INSURANCE REQUIREMENTS**

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

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

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

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

Required Coverage:

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

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a

Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor shall purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

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

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

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

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

The certificate holder shall read:

Orange County Board of County Commissioners
Attn: Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

12. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both

parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiating County department(s) shall issue delivery orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

13. PRICE ESCALATION/DE-ESCALATION

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

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

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

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

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

CPI-U Calculation Example:

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

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

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

14. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

15. BID PREFERENCE

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

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

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

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

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

16. CHANGES - SERVICE CONTRACTS

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

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

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

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

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

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

18. **REFERENCES**

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

19. **INDEFINITE QUANTITY CONTRACT**

- A. This is an indefinite quantity contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this contract.
- B. Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and services up to and including the quantity designated in the schedule as the "Total Estimated Quantity." The County shall order at least the dollar amount designated in the schedule as the "Minimum Quantity" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

SCOPE OF SERVICES

The Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, litter and debris removal, pay related disposal fees and supervision to provide all grounds maintenance services as described herein on the premises of facilities listed within these specifications. The Contractor shall be responsible for mowing, pruning, litter removal, landscape maintenance, pest control, fertilization, and irrigation system maintenance.

1. COUNTY'S DESIGNATED REPRESENTATIVE

The County's Representative will be the Facilities Management Grounds Maintenance Coordinator. After contract award, questions regarding these scope of services shall be directed to the Representative. Contract related questions shall be referred to the Facilities Management Senior Contract Administrator.

The County's Representative will schedule and conduct monthly site performance inspections with the Contractor's representative. Deficiencies shall be documented and cured within forty-eight (48) hours to the extent of strict compliance with these specifications.

This shall be a performance based contract. The lack of inspections by the County or any error or omission in these specifications shall not relieve the Contractor of its obligation to perform landscape management services in accordance with this Contract.

2. GENERAL CONDITIONS

- A. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.
- B. All personnel provided by the Contractor, whether employees of the Contractor or subcontractors, shall be competent, experienced, courteous, properly dressed with shirt displaying the company name/logo, photo ID badge and skilled in lawn, plant and grounds maintenance.
- C. The Contractor shall identify a lead person or supervisor with whom the County's Representative may consult regarding contract performance. Each supervisor, to the satisfaction of the County's Representative, shall be capable of verbal and written communication in the English language. The County's Representative may request the Contractor remove any supervisor if it is determined that services are not being performed in accordance with the terms and conditions of this contract. Should a supervisor be assigned to another contract, terminated, or resign, the Contractor shall have seven (7) calendar days to replace the supervisor.
- D. All maintenance personnel, including subcontractors, shall identify themselves at the appropriate administrative office upon arrival on site and prior to beginning work and upon completion of work and leaving site.

E. Hours of Performance

1. Standard Hours: Standard working hours are Monday through Friday, 7:00 AM to 5:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-Standard working hours are after 5:00 PM Monday through Friday, Orange County holidays, and 7:00 AM to 6:00 PM, Saturday and Sunday.
3. All Lots and locations shall be serviced per the Contract Specifications during Standard Hours, except for the locations noted in Sections 3.E.4 and 6.H.1 & 2.
4. The following Lots/Locations shall be serviced per the Contract Specification during Non-Standard Hours one time per week and Standard Hours one time per week:
 - a. All Lot "A" Buildings (Bid Lines #1-4)
 1. Non-Standard Hours for all mowing, trimming, edging and other services requiring the use of power equipment.
 2. Standard Hours for all other services.
 - b. Lot "B" – Michigan Complex only (Bid Line #5)
 1. Non-Standard Hours for all mowing, trimming, edging and other services requiring the use of power equipment.
 2. Standard Hours for all other services.

F. The Contractor shall make available a 24 hour/7 day per week contact person for emergency and non-emergency service, including repairs to the landscape or irrigation system. Contractor shall provide to the County's Representative a telephone number and email address for the Contractor's contact person.

G. Any subcontracting shall be requested in advance and permitted with the prior approval of the County Representative.

H. The Contractor shall attend a mandatory monthly performance review meeting with the County Representative per Section 2 above. The time and place of said meeting will be at the discretion of County Representative.

3. SAFETY AND PROTECTION

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

- B. All equipment used in the performance of these services shall be properly maintained and is subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the County's premises. Safety features of equipment (shields, kill switches, etc.) shall be used at all times.
- C. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and passers-by.
- D. Any damage to County facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor.
- E. The Contractor shall comply with all sections of Chapter 482, Florida Statutes regarding pest control services including proper licensure, whether by the Contractor or a subcontractor.
- F. The Contractor shall provide and maintain a chemical inventory list, as well as the applicable Material Safety Data Sheets (MSDS).

4. SECURITY AND IDENTIFICATION

- A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff shall be approved by the County prior to working at any County facility. Contractors shall obtain the necessary forms for background checks as follows:
 - 1. For all Contractor's staff that will be working at the Courthouse Complex or Courthouse related facilities, including the Juvenile Justice Center, Sheriff's Central Complex or any Sheriff related facility- request forms from Orange County's Security via Bruce.Heffelbower@ocfl.net. *Due to the time required to process background checks the Contractor should allow 2-3 weeks to complete the screening.
 - 2. For all Contractor's staff that will be working at other Orange County facilities - submit a completed FDLE form found at www.fdle.state.fl.us/ (there is a cost to the Contractor) via e-mail to Bruce.Heffelbower@ocfl.net for approval.

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

The County Representative will inform the Contractor of their Background Check results.

- C. Contractor's employees shall not be allowed to work in or on Orange County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County Representative, in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall ensure that all vehicles used by their staff are properly identified with the Contractor's name and logo.
- G. The Contractor shall remove from County premises any of his employee's who, in the opinion of the County's Representative is not performing the services in a proper manner, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee.
- H. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this Contract unless otherwise approved, in writing, by the County's Representative.
- I. The Contractor shall prevent its employees from tampering with any owned items of County employees, County-owned property or from entering into any area except those required in the performance of this Contract.

5. MINIMUM STANDARDS OF PERFORMANCE

- A. Contractor shall follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.
- B. Grounds shall, at all times, be clean, neat and well tended.

- C. At no time shall leaves, trash, plant or shrub clippings, tree limbs or other debris be allowed to accumulate on the grounds and parking areas. All organic trash, including grass clippings from mowing and edging, shall be blown or vacuumed from all sidewalks, entryways, steps, plazas and parking lots and removed from premises. Care shall be taken to prevent the “sandblasting” of vehicles etc. parked or around areas being blown off.
- D. If any plant or lawn area dies or becomes weak or unsightly due to the negligence or improper maintenance procedures on the part of the Contractor or any subcontractor, based upon generally accepted landscape maintenance practices and notwithstanding any section of these scope of services, the Contractor shall replace such plant or lawn area.
- E. The Contractor shall not be responsible for acts of God, as determined by the County Representative, such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services.
- F. The Contractor shall inspect the entire property, including turf areas, shrubs, trees, mulch, and annuals on a weekly basis for any pest infestation. The County Representative or designee shall be informed via email of all infestations discovered. The Contractor spot treatment of fire ant mounds/infestations under this contract.
- G. The Contractor shall notify the County’s Representative via e-mail of any irrigation system problems, as well as any additional problems encountered and the appropriate corrective action plan.
- H. Frequency of service:
 - 1. Lot A (Downtown Buildings – Bid Items #1-4) – The Contractor shall be onsite a minimum of twice weekly:
 - a. One (1) visit occurring during Non-Standard Hours for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc.
 - b. One (1) visit during Standard Hours for the detailing of flower beds, lawns, walkways, etc. without the use of power equipment, so as to minimize inconvenience to County employees and County visitors from noise and debris.
 - 2. Lot B (Michigan Street Complex – Bid Item #5) - The Contractor shall be onsite a minimum of twice weekly:
 - a. One (1) visit occurring during Non-Standard Hours for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc.

- b. One (1) visit during Standard Hours for the detailing of flower beds, lawns, walkways, etc. without the use of power equipment, so as to minimize inconvenience to County employees and County visitors from noise and debris.
3. Lot B (other than Michigan Street Complex –Bid Item #5 and Bid Item #16), Lot C (other than Bid Item #36) and Lot D- The Contractor shall be onsite a minimum of once weekly to perform all Contracted services.
4. Lot B Bid Item #16 and Lot C Bid Item #36 shall only be mowed twice per month March 1-October 31 and once per month November 1 –February 28.
5. This site visit frequency is not dependent upon the mowing schedule as identified in Section 7.E.4. The Contractor shall provide these minimum site visits throughout the year.

6. LANDSCAPE MAINTENANCE SERVICES:

A. Pest Control:

Pest Control shall be performed according to Integrated Pest Management Strategies to control all insect, weed and pest problems as defined by Chapter 482, F.S. If necessary, the Contractor shall provide separate programs for each area to control infestation of mole cricket, chinch bug, and other pests on Bermuda, Bahia and St. Augustine grass areas. If such program(s) does not eliminate pests, the Contractor shall provide a new program(s) at no additional cost to the County. In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected at the Contractor's expense. Submission of such pest control program shall not imply, directly or indirectly, the County's approval or disapproval of the program. Pest Control is not required at County Administration, Courthouse, Sheriff's Gun Range or Tactical Driving Facility (Lot A, Bid Lines #1 and 2; Lot B, Bid Line #16; and Lot C, Bid Line #36).

Such program shall include, at a minimum, the following:

1. The Contractor shall apply appropriate insecticides at the same time as fertilization.
2. The Contractor shall inspect the entire property, including turf areas, shrubs, trees (including palms), mulch, and annuals on a weekly basis for any pest infestation. All infestations, including disease, weeds, fire ants, or other pests, shall be treated immediately. The County Representative shall be informed via email of infestations discovered and treatments applied.
3. Plants shall be routinely monitored for populations of damaging insects.

4. Pesticides are used only when damage is likely and are applied only to the affected plant or area. The least toxic pesticide shall be used to effectively control the pest.

B. Fertilization:

1. Fertilization is not required at County Administration or the Courthouse, Sheriff's Gun Range or Tactical Driving Facility (Lot A, Bid Line #1 and #2; Lot B, Bid Line #16; and Lot C, Bid Line #36.)
2. The Contractor shall provide a fertilizer label and treatment schedule prior to application to the County Representative.
3. Turf around sprinkler heads shall not be treated with a non-selective herbicide.
4. All fertilizers shall be applied to dry surfaces and blown or swept off any hardscape areas and into lawn areas or plant beds or picked up and removed from the site.
5. Fertilizers shall be broadcast over the entire planting bed and kept away from tree trunks.
6. The Contractor shall fertilize all grass/turf areas three (3) times per year
 - a. Fertilization in the turf areas shall deliver a yearly total of five (5) pounds of actual nitrogen per 1,000 square feet. Granular fertilizers shall have an N-K ratio of 1:1 and contain 30% to 50% or more of the nitrogen in a slow- or controlled-release form.
 - b. Fertilizer shall contain magnesium and micro-nutrients (i.e., manganese, iron, zinc, copper, etc.). Iron shall be in the sulfate, sucrate or chelated form.
 - c. The County Representative reserves the right to change the fertilization schedules as required.
7. The Contractor shall fertilize landscape beds three (3) times per year.
 - a. Fertilization in the landscape bed areas shall be made to deliver one (1) pound of actual nitrogen per 1,000 square feet
 - b. The Contractor shall apply according to manufacturer's specifications or recommendation of 8-10-10 with all minor elements, 50% slow release azalea/camellia fertilizer at the rate of 1 lb. per 1,000 square feet on all azaleas and acid loving plants. 13-3-13 with all minor elements, 5% slow release shall be applied to remaining shrubs and trees.

c. All palms shall be fertilized with a formulation made specifically for palms and 50% slow release.

8. The Contractor shall adhere to Orange County Fertilizer Management Ordinance Orange County Code Chapter 15 Article XVII.

C. Irrigation

1. The Contractor shall report any irrigation system deficiencies immediately via email to the County's Representative.

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

D. Irrigation Maintenance

1. Irrigation system maintenance shall be included only at the following sites:

- a. Lot A: Orange County Courthouse Complex (Bid Line# 1)
- b. Lot A: Orange County Administration Center (Bid Line# 2)
- c. Lot A: Internal Operations Centre I and II Complex (Bid Line #3)
- d. Lot C: Ocoee Service Center (Bid Line #21)
- e. Lot C: Apopka Service Center (Bid Line #22)
- f. Lot D: Public Works Complex (Bid Line #40)

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

3. The irrigation system shall be inspected at least once per month. Inspection shall include but not be limited to valves, coverage patterns, and rain sensor operation.

4. Minor adjustments and repairs to all heads, head/emitter cleaning or replacement, filter cleaning, and small leaks associated with heads and risers shall be the responsibility of the Contractor using replacement components that are the same type and size as those damaged or broken.

5. The Contractor shall clean sand and debris from in-ground utility covers including irrigation valves and quick coupling valves.
6. The Contractor shall make every effort to protect the irrigation system and all of its components against damage from landscape equipment (i.e. mowers, string trimmers).
7. If the irrigation system fails to work, due to the Contractor's negligent performance, it shall be the sole responsibility of the Contractor to keep the affected area's plants, grass, and trees watered on a regular basis by using whatever means necessary, until the system is functioning properly.
8. Repairs to the irrigation system beyond the routine maintenance work as described above, shall be upon the prior approval of the County Representative on a time and material basis. The Contractor shall be required to provide irrigation repairs, as needed upon request of the County Representative on a time and material basis at the locations identified in this Section D1.

E. Mowing

1. Mowing height for St. Augustine or Bahia turf shall be at three to four (3-4) inches.
2. Grass on the banks and bottoms of dry retention ponds, drainage ditches, and swales shall be maintained at a height of four (4) inches to maintain structural pond integrity. Contractor shall cut vegetation as close to the water line as possible. Care shall be taken so no cut vegetation enters the retention pond.
3. Mower blades shall be sharp at all times to provide a quality cut.
4. Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28.
5. It shall not be necessary to remove grass clippings as long as no readily visible clumps remain. If large grass clippings are present Contractor shall distribute by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor shall collect clippings until the disease is controlled.
6. All vegetative and non-vegetative trash and debris shall be picked up and removed from the property before mowing. Such trash or debris shall include, but not be limited to, bottles, cans, food wrappers, food containers, cigarette /cigar butts, newspapers, fallen limbs, etc.

F. Trimming and Edging:

1. Edging shall be performed at each mowing around all paved areas including, but not limited to, hardscapes such as curbs, sidewalks and streets, around plant beds, trees, valve and utility boxes at each mowing using a wheeled or stick edger.
2. Trimming around plants and trees shall be by appropriate mechanical means or by hand weeding. Care shall be taken to ensure that string trimmers or other mechanical means do not injure or damage plants, shrubs, or trees.
3. Contractor shall clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.
4. Contractor shall not sweep, blow or otherwise dispose of clippings in storm drains or retention ponds.

G. Weed Control

1. The Contractor shall keep all planted areas free of weeds.
2. The Contractor shall control weeds in the landscape as part of the fertilization program. The Contractor shall control weeds in landscape beds or ornamental areas through mechanical removal. Any dead or dying vegetation over two (2) inches high shall be removed.
3. During each site visit, the Contractor shall remove and dispose of all vegetation including but not limited to vines, seedlings, weeds, and sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all trees, shrubs and plants.
4. The Contractor shall be responsible for weed control by chemical means for walkways, pavements, hardscape, etc. Chemicals used shall not contain any dye or compound which may discolor walkways, pavements, or hardscape.

H. Tree Pruning

1. Contractor shall prune and trim the lowest fifteen (15) feet of trees, irrelevant to the total tree height or specimen.
2. Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All tree pruning shall encourage a single leader and develop a healthy branching structure. Crape myrtles shall only be tip pruned with hand pruners on branch diameters of 1/2 inch or less during the dormant winter period.

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

3. Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the County Representative or his designee.
4. Pruning shall include but not be limited to removal of vegetation which is dead, damaged or diseased.
5. All trees and large shrubs (crape myrtles) shall be kept sucker and water sprout free. Side shoots and branches may be “headed back” but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.
6. The Contractor shall remove all pruned materials and debris from the site after each site visit.
7. Contractor shall follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.
8. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, will be at the County’s expense.

I. Mulch:

1. All mulched beds shall have all weeds and trash removed to maintain the landscape in an attractive condition. Hand weeding shall be performed if needed. All mulches shall be provided by the Contractor at the Contractor’s expense and shall be maintained at a (one) 1-inch depth, maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be replaced as follows:
 - a. Lot A (Downtown District) shall be replaced a minimum of twice per year (March and September).
 - b. All other Lots/Locations with existing mulched areas shall be replaced a minimum of once per year (March).
2. The Contractor shall provide a re-mulch schedule notification to the County Representative five (5) working days prior to install.
3. Mulch shall be pine bark in all landscape beds and paths.

4. Mulch shall not be applied within two (2) inches of plant trunks or stems, nor shall mulch be placed on top of any part of any plant.
5. Prior to any mulching the Contractor at the County's request shall remove excess layers of mulch.
6. Isolated trees and shrubs growing in turf areas require a one (1) foot diameter mulched area around them to avoid injury from mowers and string trimmers.

J. Grounds and Parking Lot Maintenance:

1. All areas, including parking lots, shall be kept free of all organic and non-organic materials. Vegetative and non-vegetative trash or debris shall be picked up and removed from the property by mechanical or hand means. Such trash or debris shall include, but not be limited to glass, plastic bottles, cans, food wrappers, food containers, cigarette /cigar butts, newspapers, fallen limbs, etc.
2. Parking areas shall be vacuumed by mechanical means as follows:
 - a. Lot A (Bid Line #1) Orange County Courthouse shall be vacuumed once per month year-round. This includes the Courthouse Central Courtyard and Law Enforcement Memorial Area, Sheriff's Parking Lot and Facilities Management Staff Parking Area.
 - b. Lot A (Bid Line# 2) County Administration Center Complex shall be vacuumed once per month October through April. This includes the County Staff Parking Lot (Liberty Street Lot) and the Visitor's Parking Lot.
 - c. Lot A (Bid Line #3) Internal Operations Centre I & II parking lots, shall be vacuumed once per month October through April.
 - d. Lot D (Bid Line #40) Public Works Complex shall be vacuumed once monthly during the months of June through September and at least twice monthly during the months of October through April. This includes all associated driveways within the Complex.

K. Reporting

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

1. Fertilization and Pest Control:
 - a. Dates of application
 - b. Product applied
 - c. Total amount of product applied and rates of application

2. Irrigation Report
 - a. System testing performed
 - b. System conditions observed
 - c. Repairs performed
 - d. Repair Recommendations

**BID RESPONSE FORM
IFB #Y14-1092-DG**

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

LOT A – DOWNTOWN DISTRICT BUILDINGS

ITEM NO.	DESCRIPTION	PRICE PER MONTH	x	12	=	TOTAL PRICE
1.	Orange County Courthouse Complex 425 N. Orange Avenue Orlando, FL Maximo # - 0020.01 (Performed at Standard and Non-standard Hours and includes irrigation maintenance) Does NOT Include Pest Control & Fertilization)	\$_____	X	12	=	\$_____
2.	Orange County Administration Center 201 S. Rosalind Avenue Orlando, FL Maximo # - 9001.01 (Performed at Standard and Non-standard Hours and includes irrigation maintenance) Does NOT Include Pest Control & Fertilization)	\$_____	X	12	=	\$_____
3.	Internal Operations Centre I and II Complex 450 E. South Street Orlando, FL Maximo # - 1001.01 (Includes irrigation maintenance)	\$_____	X	12	=	\$_____
4.	Housing & Community Development 525 E. South Street Orlando, FL Maximo # - 9310.01	\$_____	X	12	=	\$_____
TOTAL ESTIMATED BID – LOT A						\$_____

Company Name

LOT B – MICHIGAN STREET COMPLEX, CENTRAL AND EAST DISTRICT BUILDINGS

ITEM NO.	DESCRIPTION	PRICE PER MONTH	x	12	=	TOTAL PRICE
5.	Michigan Complex and Retention Pond 2010 East Michigan Street Orlando, FL Maximo #9041.96	\$_____	X	12	=	\$_____
6.	Graphics Reproduction 3907 Forrestal Avenue Orlando, FL Maximo #9190.91	\$_____	X	12	=	\$_____
7.	Medical Clinic 101 South Westmoreland Street Orlando, FL Maximo #9578.01	\$_____	X	12	=	\$_____
8.	Orange County Sheriff Hanger 3534 Amelia Street Orlando, FL Maximo #0044.01	\$_____	X	12	=	\$_____
9.	Facilities Management East District 6600 Amory Court Winter Park, FL Maximo #9226.04	\$_____	X	12	=	\$_____
10.	Animal Services East 1602 North Goldenrod Road Orlando, FL Maximo #9555.01	\$_____	X	12	=	\$_____
11.	Sheriff K-9 8600 Valencia College Lane Orlando, FL Maximo #9409.01	\$_____	X	12	=	\$_____
12.	East Orange Community Center 12050 E. Colonial Drive Orlando, FL Maximo #9011.91	\$_____	X	12	=	\$_____

Company Name

LOT B – MICHIGAN STREET COMPLEX, CENTRAL AND EAST DISTRICT BUILDINGS (continued)

ITEM NO.	<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	x	12	=	<u>TOTAL PRICE</u>
13.	Power Line Access Road – East Orange 12050 E. Colonial Drive Orlando, FL Maximo #9011.91	\$ _____	X	12	=	\$ _____
14.	Sheriff's Sector II 11100 Lake Underhill Road Orlando, FL Maximo #9596.91	\$ _____	X	12	=	\$ _____
15.	Union Park Neighborhood Center for Families/East Orange Homeless Center 9833-9839 E. Colonial Drive Orlando, FL	\$ _____	X	12	=	\$ _____
16.	Sheriff's Gun Range 14500 Wewahootee Road Orlando, FL	\$ _____	X	12	=	\$ _____
TOTAL ESTIMATED BID – LOT B						\$ _____

LOT C – WEST DISTRICT BUILDINGS

ITEM NO.	<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	x	12	=	<u>TOTAL PRICE</u>
17.	Sheriff Central Complex 2500 West Colonial Drive Orlando, FL Maximo #0046.91	\$ _____	X	12	=	\$ _____
18.	Fleet Management 4400 Vineland Road Orlando, FL Maximo #9404.91	\$ _____	X	12	=	\$ _____
19.	Sheriff's Evidence 4546 South West 35 th Street Orlando, FL Maximo #0006.91	\$ _____	X	12	=	\$ _____

Company Name

LOT C – WEST DISTRICT BUILDINGS (Continued)

ITEM NO.	DESCRIPTION	PRICE PER MONTH	x	12	=	TOTAL PRICE
20.	EMS Warehouse 650 North Pine Hills Road Orlando, FL Maximo #9102.91	\$_____	X	12	=	\$_____
21.	Ocoee Service Center 475 West Story Road Ocoee, FL Maximo #9006.91 (Includes irrigation maintenance)	\$_____	X	12	=	\$_____
22.	Apopka Service Center and includes retention pond areas 1111 North Rock Springs Apopka, FL Maximo #9003.91 (Includes irrigation maintenance)	\$_____	X	12	=	\$_____
23.	John Bridges Community Center 445 West 13 th Street Apopka, FL Maximo #9377.91	\$_____	X	12	=	\$_____
24.	Willow Street Community Center 6565 Willow Street Zellwood, FL Maximo #0008.01	\$_____	X	12	=	\$_____
25.	Fredrick Douglas Community Center 3688 Day Care Road Zellwood, FL Maximo #0008.02	\$_____	X	12	=	\$_____
26.	Lila Mitchell Head Start 5151 Raleigh Street Orlando, FL Maximo #9016.91	\$_____	X	12	=	\$_____
27.	Southwood Community Center 6201 Brookgreen Avenue Orlando, FL Maximo #9017.91	\$_____	X	12	=	\$_____

Company Name

LOT C – WEST DISTRICT BUILDINGS (Continued)

ITEM NO.	DESCRIPTION	PRICE PER MONTH	x	12	=	TOTAL PRICE
28.	Mildred Dixon Community Center 303 West Crowne Point Road Winter Garden, FL Maximo #0029.91	\$_____	X	12	=	\$_____
29.	Mildred Dixon Community Center, Gym & Retention Pond 303 West Crowne Point Road Winter Garden, FL Maximo #0029.91	\$_____	X	12	=	\$_____
30.	Maxey Community Center 830 Klondike Road Winter Garden, FL Maximo #9410.91	\$_____	X	12	=	\$_____
31.	Pine Hills Community Center 6400 Jennings Road Orlando, FL Maximo #0045.91	\$_____	X	12	=	\$_____
32.	Laurel Hills Independence Center 8125 Laurel Hill Rd Orlando, FL Maximo #9365.91	\$_____	X	12	=	\$_____
33.	Vacant Property 296 West Crown Point Road Winter Garden, FL Maximo #9583.91	\$_____	X	12	=	\$_____
34.	Vacant Property 7431 Old Winter Garden Road Orlando, FL Maximo #9584.91	\$_____	X	12	=	\$_____
35.	Vacant Property 10218 Gray Eagle Drive Orlando, FL Maximo #9585.91	\$_____	X	12	=	\$_____

Company Name

LOT C – WEST DISTRICT BUILDINGS (Continued)

ITEM NO.	<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	x	12	=	<u>TOTAL PRICE</u>
36.	Sheriff's Tactical Driving Facility (LEVO) 6350 Wadsworth Road Mt. Dora, FL 32757 Maximo #9585.91	\$_____	X	12	=	\$_____
TOTAL ESTIMATED BID – LOT C						\$_____

LOT D – 33RD STREET AND VICINITY BUILDINGS

ITEM NO.	<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	x	12	=	<u>TOTAL PRICE</u>
37.	Video Visitation 3000 39 th Street Maximo #9142.01	\$_____	X	12	=	\$_____
38.	Sheriff Sector IV 2400 W. 33 rd Street Maximo #9093.01	\$_____	X	12	=	\$_____
39.	Cassady Building 2450 W. 33 rd Street Maximo #9093.02	\$_____	X	12	=	\$_____
40.	Public Works Complex 4200 S. John Young Parkway Maximo #9342.01 (Includes irrigation maintenance)	\$_____	X	12	=	\$_____
41.	Regional Computer Center 4300 S. John Young Parkway Maximo #0021.01	\$_____	X	12	=	\$_____
42.	Animal Services including fenced retention pond 2769 Conroy Road Maximo #9201.01	\$_____	X	12	=	\$_____
43.	Mosquito Control and associated driveway entrance 2715 Conroy Road Maximo #9330.01	\$_____	X	12	=	\$_____

Company Name

LOT D – 33RD STREET AND VICINITY BUILDINGS (Continued)

ITEM NO.	DESCRIPTION	PRICE PER MONTH	x	12	=	TOTAL PRICE
44.	Holden Heights Community Center 1416 L. B. McLeod Road Maximo #9411.01	\$ _____	X	12	=	\$ _____
45.	Taft Community Center Taft Head Start 9500-04 S. Orange Avenue Maximo #9026.01	\$ _____	X	12	=	\$ _____
46.	Taft Service Center 9450 S. Orange Avenue Maximo #9026.02	\$ _____	X	12	=	\$ _____
47.	Sphaler Activity Center 1001 4 th Street Maximo #0038.01	\$ _____	X	12	=	\$ _____
48.	Vacant Property 3918 S. John Young Parkway Maximo #9582.01	\$ _____	X	12	=	\$ _____
TOTAL ESTIMATED BID – LOT D						\$ _____

LOT E – LABOR AND MATERIALS

ITEM NO.	DESCRIPTION	UNIT PRICE	x	ESTIMATED QUANTITY	=	TOTAL PRICE
6.	Additional Services (as needed irrigation system repairs, mulch addition or removal, plantings, etc.)	\$ _____ HR	x	200	=	\$ _____
7.	Parts and materials to be paid at cost plus markup (as needed irrigation parts, mulch, plants, sod, etc.)	\$7,000	x	1. _____	=	\$ _____
<p>(Example: \$7,000 X 1.2=\$8,400) *Contractor shall submit supporting documentation with invoice</p>						
ESTIMATED BID – LOT E						\$ _____

Company Name

TOTAL ESTIMATED BID – LOT A	\$ _____
TOTAL ESTIMATED BID – LOT B	\$ _____
TOTAL ESTIMATED BID – LOT C	\$ _____
TOTAL ESTIMATED BID – LOT D	\$ _____
TOTAL ESTIMATED BID – LOT E	\$ _____
TOTAL ESTIMATED BID – ALL LOTS	\$ _____

Company Name

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

Performance shall be not later than thirty (30) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

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

Bid Response Documents - The following documents constitute your bid:

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

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

_____ (Signature)	_____ (Date)
----------------------	-----------------

(Title)

(Name of Business)

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

REFERENCES

List three (3) 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, email address, telephone number, and date services were performed, as described.

1. Company Name: _____
Owner's Name: _____
A. Description of services provided: _____

B. Contract Amount: _____
C. Date Services Completed: _____
D. Contact Person: _____
Address: _____

Telephone Number: _____
Email Address: _____

2. Company Name: _____
Owner's Name: _____
A. Description of services provided: _____

B. Contract Amount: _____
C. Date Services Completed: _____
D. Contact Person: _____
Address: _____

Telephone Number: _____
Email Address: _____

3. Company Name: _____

Owner's Name: _____

A. Description of services provided: _____

B. Contract Amount: _____

C. Date Services Completed: _____

D. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y14-1092-DG

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

Name Of Subcontractor	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 bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y14-1092-DG

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y14-1092-DG, Landscape Management Services – County Wide**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Applicant's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

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

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured 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 PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

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

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

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

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

© 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:

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

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

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