

Issue Date: September 15, 2014

INVITATION FOR BIDS #Y15-136-LC

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:

**SECONDARY CANAL AND DITCH MOWING
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, October 14, 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 **Tuesday, September 30, 2014 9:00AM**, located at the Public Works building, 4200 John Young Parkway, Room 317, Orlando, Florida. Security procedures require each person to sign in and receive a visitor's badge. 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 Linda Carson, Senior Purchasing Agent at Linda.Carson@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 their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no 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 is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

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

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Linda.Carson@ocfl.net, no later than 5:00 PM Monday, October 6, 2014 to the attention of Linda Carson, 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 Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

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

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

5. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "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 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 Black, Hispanic, Women, Native American, 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 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.

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 upon 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 said 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.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

The 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/VendorServices/VendorProtestProcedures.aspx>

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

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 is attached and shall be completed and submitted with 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 all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each 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 SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the 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 SCOPE OF WORK/SERVICES

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

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 shall 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 services 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 services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors 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 Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows:

“I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

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

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

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

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. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

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 Invitation for Bids and the responses thereto are in the public domain. Bidders 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**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE

A **Non-Mandatory Pre-Bid Conference** will be held on **Tuesday, September 30, 2014 9:00AM**, located at the Public Works building, 4200 John Young Parkway, Room 317, Orlando, Florida. Security procedures require each person to sign in and receive a visitor's badge. Please indicate that you are attending the pre-bid conference for Secondary Canal Mowing Services.

At this time, the County's Representative will be available to answer questions relative to this Invitation for Bid. 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 Bid.

2. INSPECTION OF FACILITIES/AREAS

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

3. QUALIFICATION OF BIDDERS

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

- A. Provide a written, signed and dated statement specifying the total acreage that you have the resources and other assets to satisfactorily provide services as specified in herein. All current Orange County contracts for mowing shall be included in the total acreage specified.

Work performed by the bidder as sub-contractor or as incidental of other operations will be considered as similar experience for this contract.

- B. Equipment

- I. Bidder shall submit a listing of equipment below and include the make, model, year and VIN of each vehicle, and personnel which will be used to perform the required scope of services.
- II. Required Equipment /Quantity – At a minimum, the bidder shall have the following equipment per Lot:

- 15-foot Batwing (1)
 - 6 or 8-foot Bush hog (1)
 - 50 or 60" cut ZTR Mowers (2)
 - Weed eaters (4)
 - Edger (2)
 - Blowers (2)
 - Herbicide Sprayers (1)
 - Trucks and Trailers (2)
- III. Submit the bidder's equipment maintenance schedule to including maintenance locations. Equipment must be maintained to meet OSHA and manufacture requirements and be able to perform the job in a safe and professional manner.
- IV. Inspection - The County will provide written notice to the bidder at least three (3) business days prior to the date for equipment inspection. The notice shall inform the bidder of the date and time for such inspection. With the exception of equipment identified under proforma invoices, and/or lease/rental agreements, all other equipment identified for this contract shall be available for inspection.

4. QUALIFICATION OF STAFF

- A. Personnel as required below and listed on the bidder provided personnel list to include the name and title/position of each employee.
- I. List of operations managers and supervisors by name and title including resumes and job descriptions. Operations managers shall have a minimum of three (3) years verifiable experience working on commercial or governmental right-of-way/drainage and public properties comparable to the areas as described. A job description shall be submitted for workers, each shall have a minimum of one (1) year of experience.
- II. Provide a detailed description of the training and safety programs given to all employees regarding proper use of equipment and procedures. Training records shall be made available to the designated Orange County Representative upon request.
- III. Provide the name and a copy of the license for one Certified Pest Control Licensee with Pesticide Application qualified in right-of-way category on staff.
- IV. Provide a statement that one company representative at each work site shall be fluent in the English language.
- V. Provide a statement that all employees assigned to work on any contract for the County are legal US citizens or possess proof of

eligibility from the United States Immigration and Naturalization Service to be employed in the United States.

VI. Provide written acknowledgement that all staff shall perform all obligations and functions on County property in a professional and business-like manner and shall wear uniforms identifying the company name.

VII. Minimum Personnel Requirements for secondary canal mowing:

- Supervisor (1)
- Working Foreman (1)
- Equipment Operator (5)*
- Workers (4)*
- Spray Technician (1)

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

B. A management plan shall be submitted with the following minimum information per Lot:

- Distribution of personnel
- Dedicated Route
- Mowing Schedule (Breakdown per day for 24 work days)
- Quality Assurance Plan
- Personnel loss, contingency plan

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

5. **LICENSES AND PERMITS**

A. Bidders to be considered for contract award under this Invitation for Bids shall be either “registered” or “certified” by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies which may have jurisdiction over the type of work to be performed under this solicitation.

B. Required licenses shall be in the Bidder’s name as it appears on the Bid Response Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to maintain and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.

C. Upon notification, the Bidder shall provide copies of all applicable licenses.

6. **BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not

made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

7. AWARD

Orange County reserves the right to award on an “All-or-None” basis to the lowest responsive and responsible Bidder or to award on a “Lot-by-Lot” basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

8. 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.

9. SERVICE PERFORMANCE

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

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

If said vendor shall neglect, fail or refuse to provide the services within the time herein specified, then said vendor does hereby agrees 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 the services covered in the Invitation for Bids is completed.

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

10. LIQUIDATED DAMAGES

Should the Contractor fail to complete the required services within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of **\$200.00 for each calendar day of delay** that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

11. 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 services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. Perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice.

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

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

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

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 services rendered and accepted.

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

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

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

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

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

16. DEBRIS

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

17. 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:
 - o Occupational Safety and Health Act (OSHA)
 - o National Institute for Occupational Safety & Health (NIOSH)
 - o National Fire Protection Association (NFPA)
 - o American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

18. INSURANCE REQUIREMENTS

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

Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

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

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Pesticide Herbicide Application Liability- with a limit of not less than \$1, 000,000 per occurrence/claim

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

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

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

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm.

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

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

19. 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.

20. 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 their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

21. EVALUATION OF OPTIONS

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

22. CONTRACT TERM – OPTION YEARS

The contract resulting from this solicitation shall extend for a period of one (1) year. The County may unilaterally renew the contract for the periods specified on the Bid Response Form for three (3) years.

The County may unilaterally extend the term of this contract by written notice to the Contractor at least ninety (90) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Bid Response Form. All other terms and conditions of the contract shall apply to the option periods.

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six (6) months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

23. METHOD OF ORDERING

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

24. ATTACHMENTS

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

A. Locations

25. 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 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 provide 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 services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

26. 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.

List three (3) customers during the past ten (10) years for which you provided right-of-way mowing or canal services similar to those specified in the solicitation on the spaces provided below. Listed projects shall meet the following criteria:

1. Bidder shall have maintained minimum of two hundred (200) acres of canal/right-of-ways. This element can be demonstrated among several projects and is not required to all be in a single project.
2. Each of the following elements shall be collectively demonstrated among similar work references submitted:

- a. Mowing and edging,
- b. Brush control

EACH SIMILAR PROJECT SUBMITTED SHALL INCLUDE COMPLETE INFORMATION AS SPECIFICALLY PROVIDED ON THE REFERENCE FORM (ATTACHMENT E). ALL SPECIFIC INFORMATION ON REFERENCES SHALL BE PROVIDED ON THE REFERENCE FORM. DO NOT ATTACH LISTINGS OF REFERENCE INFORMATION. FAILURE TO PROVIDE REFERENCE INFORMATION AS REQUESTED MAY RESULT IN THE REJECTION OF YOUR BID.

SCOPE OF SERVICES

This work consists of Secondary Canal/Ditch Maintenance (including roadside, flat bank and slope mowing, litter/debris and grass clipping removal, brush control and removal, edging, herbicide treatment) and additional litter removal (as needed). All work shall be performed on specified canals and ditches throughout unincorporated Orange County.

GENERAL PROVISIONS

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

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

2. The Contractor shall coordinate with the County's Representative, who will perform inspections for the County and verify that the work has been completed in accordance with specifications and as scheduled.
3. The Contractor shall verify quality control for this contract to the County's Representative as directed and resolve problems that may arise.
4. The Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications in Tallahassee, Florida. A proposed traffic control plan shall be submitted to the County's Representative for approval, two working days prior to starting work.

IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES.

5. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.
6. The Contractor shall comply with the most current edition of the F.D.O.T Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.

7. For the purposes of this bid, secondary canal mowing is defined as the mowing of, drainage canals, slopes and/or road side ditches. Mowing, edging, brush control, litter removal and herbicide are included. A minimum of three (3) years of experience and more than two hundred (200) acres mowed in the business of right-of-way or canal mowing is required.

A statement on company letterhead attesting that the company has a minimum of three years (3) in the business of right-of-way or canal mowing shall be submitted with the bid.

8. It is the Contractor's responsibility to visit each of the contracted areas to make a determination regarding equipment and manpower needed to service and complete all locations within the scheduled cycle dates.

Cost realism will be a factor in determining the responsibility of bidders.

9. **CYCLE COMPLETION** - Each mowing cycle consists of twenty-four (24) work days. All work performed, unless authorized by the County's Representative, will take place between the hours of 7:00 AM and 5:00 PM., Monday through Saturday. No work is to be performed on Sundays or Federal, State, and County holidays, unless authorized by the County's Representative. If the contractor desires to work on Sundays or official holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day) he/she shall obtain pre-approval from the Manager, Roads & Drainage Division. A delivery order will be issued for each cycle. The delivery order will contain a start date and a completion date. The County will determine the start and ending dates for each cycle.

10. **SCHEDULE AND ROUTE** - Areas covered by this contract shall be maintained regularly within each cycle so they are not neglected for long periods. The County will release cycles once every twenty-four (24) work days as needed. The Contractor shall submit a work plan including schedule and route prior to beginning any work under this contract. The work plan shall contain specific details on work to be performed including a schedule per work week, route to be followed, and locations of work each day. The Contractor shall determine their schedule and route based on available resources (personnel and equipment). The Contractor shall also take into consideration differences in growing seasons (summer/winter) to develop the work schedule.

The County's Representative reserves the right to adjust the maintenance frequency during the slow growing season by delaying the release of the cycles. During this time, areas shall still be maintained within the specified twenty-four (24) work days as submitted and approved on the work plan.

Submitted work plan (schedule and route) shall not be changed to adjust for growth conditions during different seasons.

Once determined and submitted to the County, the maintenance schedule shall be locked and no changes shall be made without County's approval. For example, if the Contractor determines that it would take their crews ten (10) work days to complete all contracted areas, the maintenance schedule shall be locked at ten (10) work days and shall continue to be ten (10) work days regardless of growing conditions. Unless otherwise authorized by the County's Representative, areas covered under this contract shall not be neglected for more than five (5) weeks (inclusive of the 24 working days) maintenance cycle. The Contractor shall be in contracted locations as specified on the submitted daily and weekly maintenance schedule unless otherwise authorized in writing by the County's Representative. Delays on a previous cycle shall not affect operations on a subsequent cycle.

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

Ideal maintenance:

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

4 week span

Delayed maintenance (with authorized delays):

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

5 week span (authorized)

For example, if the Contractor determined, based on available resources and equipment, that it would take ten (10) work days to complete all contracted areas, the maintenance schedule shall be locked at ten (10) work days and shall continue to be ten (10) work days regardless of growing conditions. However, the County will only release cycles once every twenty-four (24) work days, unless otherwise adjusted by the County's Representative during the slow growing season as stated above.

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

4 week span

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

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

Scenario A: 5 weeks maintenance delay

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

Scenario B: 6 weeks maintenance delay

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

The Contractor shall consult with the County's Representative prior to any schedule variance.

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

11. **LIQUIDATED DAMAGES** – Areas covered under this contract shall be maintained once every 24 work days, unless otherwise authorized by the County's Representative. Delivery orders will be issued for all work to be performed under this contract.

The Contractor shall provide daily and weekly maintenance schedules not to be deviated from unless otherwise authorized in writing by the County's Representative. Unless otherwise authorized by the County's Representative, areas covered under this contract shall not be neglected for more than five (5) weeks (inclusive of the 24 work days maintenance cycle).

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

- 11.1 **The cycle is not completed by completion date as established in the delivery order or as authorized by the County's Representative** - Liquidated damages will start the first work day after the date the cycle was scheduled to be completed and will continue for each work day thereafter until all contracted areas are maintained and the cycle is accepted as completed.
- 11.2 **The Contractor does not correct any deficient area within two (2) work days after notification from the County, unless otherwise authorized by the County's Representative** - These liquidated damages will start the third work day after notification and will continue for each work day thereafter until reported deficiencies are corrected per contract specifications.
- 11.3 **The Contractor does not maintain contracted areas as specified and agreed on the submitted work plan (as specified above)** - These liquidated damages will start the first work day the contractor deviates from the approved plan and will continue for each work day thereafter until affected areas are maintained as required on the work plan.

12. CONGESTED OR UNUSUAL CONDITIONS - Due to congested traffic or unusual conditions, the Contractor may be required to remove their operation from the right-of-way and County property at the discretion of the County's Representative. If the Contractor is required to remove their operation due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 P.M. (noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period. The Contractor shall make an immediate written application for this (during event) via email; otherwise no adjustment will be made to the performance period. The County's Representative will determine and authorize such award; the County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the cycle and will notify the Contractor.

The Contractor may request a rain day due to inclement weather. The request shall be in writing or by telephone, followed by an email before noon on the day requested. It will be at the discretion of the County's Representative whether this request will be granted or not.

If the Contractor is required to remove their operation as a result of inclement weather after 12:00 PM (noon) for an excessive number of days, the Contractor shall document in writing via email to the County's Representative any inclement weather after 12:00 PM (noon) affecting their maintenance operations. The Contractor shall also include pictures and other pertinent documentation for review and consideration.

The County will consider allowing additional time to the performance period based on Contractor's written notifications and supporting documentation submitted. The County will notify the Contractor on final decision and will modify the completion date, accordingly, for the cycle.

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

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

Suggested Manpower

Position	Quantity	Comments
Supervisor	1	Supervision, reporting, complaint handling, and quality control
Working Foreman	1	Open canal mowing
Equipment Operator	5*	Mowing canal/ditch
Workers	4*	Mowing canal/ditch, litter removal etc.
Spray Technician	1	Weed control

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

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

TECHNICAL PROVISIONS

The Contractor shall furnish all labor, materials, equipment, supervision, tools, transportation, supplies, manpower, pay disposal fees and other incidentals, to complete the work specified in this contract.

1. **QUANTITY AND FREQUENCY OF WORK** – The work specified in this contract represents the type of services to be accomplished. The areas and limits of work are all canal and ditches and County property. Areas have been inventoried and calculated as to quantities. Any discrepancies or disagreements concerning quantities and limits of work shall be immediately reported in writing to the County's Representative for review. The Contractor shall provide the new measurements taken by the Contractor and the measurements as provided by the contract. Discrepancies or disagreements will be mutually resolved prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.

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

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

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

2. **ONE-TIME CLEANUP** - All work locations shall be considered provided by the County in an “as is” condition. No additional compensation will be given to the Contractor for bringing the specified areas up to a maintainable level. At the County’s sole discretion, a one-time cleanup may be included in a delivery order for services under this contract for all or partial locations. If a one-time cleanup is ordered, the Contractor shall ensure that the areas covered are initially brought to contract standards before the beginning of regular maintenance services.

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

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

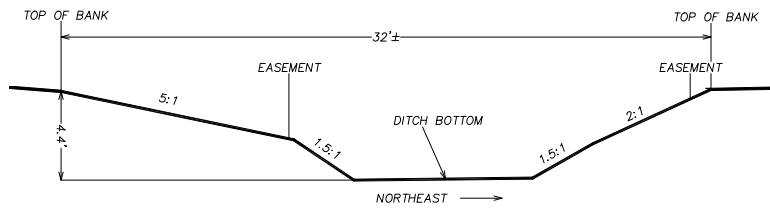
To properly mow areas under this contract the following equipment is **required**:

Required Equipment

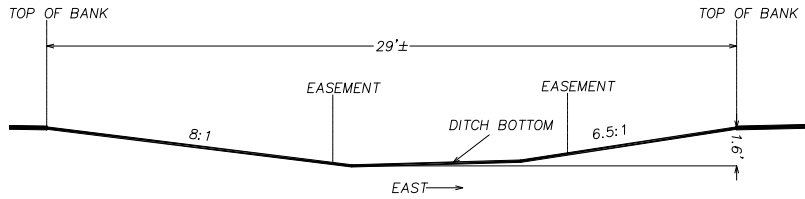
Type	Quantity	Comments
15-foot Batwing	1	Open right-of-way mowing
Boom mounted slope mower	1	Slopes, ditches, hard to reach areas
6 or 8-foot Bush hog	1	flat open mowing
50 or 60” cut ZTR Mowers	2	Mowing canal and ditches
Weed eaters	4	Weed control on slopes
Edger	2	Edging
Blowers	2	Site Cleanup
Herbicide Sprayers	1	Spraying herbicides
Trucks and Trailers	2	Transport

The following diagrams represent some of the typical cross sections of the secondary canals included under this contract (other cross sections apply):

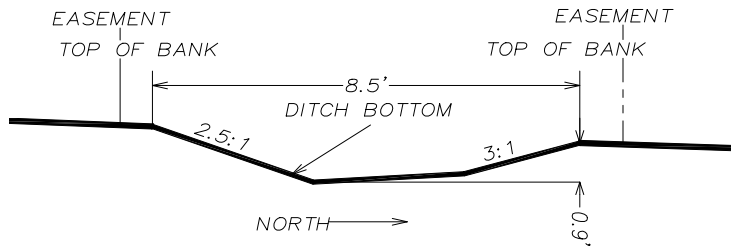
X-SEC APSDC003-XS1



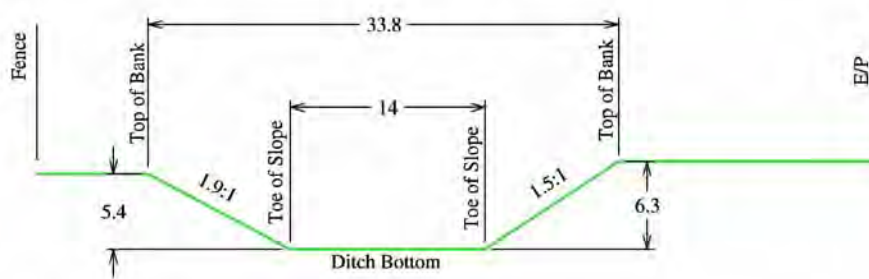
X-SEC APSDC004-XS3



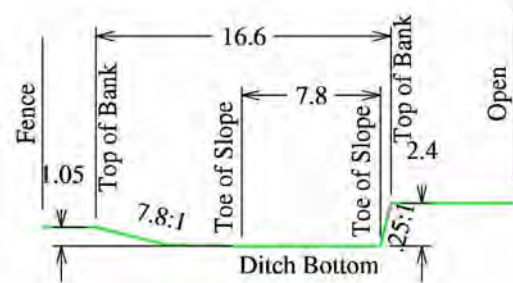
X-SEC APSDC008-XS3



JYSDC004
X-SEC 2



JYSDC008
X-SEC 3



Because every mowing area presents unique characteristics, cross sections and constraints, the Contractor shall take the time to inspect and analyze specific needs. Some areas require ditch and/or slope mowing, some small machine mowing, some large machine mowing, and some others require a combination of equipment in order to provide the required services.

The mowing equipment used by the Contractor shall be maintained to produce a clean, sharp cut and uniform distribution of clippings at all times. The mowers shall be constructed such that the height of the turf cut will be four (4) inches, plus or minus one (1) inch (4 +/- 1). The Contractor shall use amber flashing lights on all mowing equipment and Contractor employees shall be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the County.

4. **COMPLETION OF WORK** – The Contractor shall complete the work ordered within each designated cycle and shall notify in writing of areas completed on a daily basis to the County's Representative for inspection and approval of work quality being accomplished. The County's Representative will make a final inspection and will notify the Contractor in writing of any deficiencies found in reported areas. In the event of unsatisfactory work, the Contractor shall repeat the work without additional compensation, within two (2) work days unless otherwise authorized by the County's Representative. If a second re-inspection is required, the County will assess an eighty (80.00) dollar fee to the Contractor. The eighty (80.00) dollar fee will be assessed for every re- inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that delivery order.
5. **MOWING** – Mowing, edging, litter/debris removal, herbicide treatment, grass clipping removal, and brush control are included under one bid item. Any deficiencies not addressed by the Contractor by the time required under any released mowing cycle will be grounds to deny payment for the location affected. The County reserves the rights to deny payment for the whole area if one or more of the items listed above are found deficient and not corrected during the mowing cycle.

Regular mowing under this contract is generally limited to mowing specified canal/ditch drainage areas to the water line. Areas to be mowed will include, but not limited to canal/ditch banks, inclines, berms, easements, flat areas, slopes and dry/wet canal/ditch bottoms. Slope mowing, which is also a contract requirement, is generally limited to slopes greater or steeper than three-to-one (3:1) and are relatively inaccessible to the use of conventional mowing equipment (e.g., steep slopes, retention area banks and shores, bridge/overpass banks, canal banks, wet roadside ditches, etc.). These types of areas will normally require equipment specifically designed for this type of work. When slope mowing is performed, it shall incorporate the use of string trimmers, weed saws and brush blades to protect the integrity of the slope and prevent damage to the turf.

Sign posts, guardrails, trees, retention area inlet/outfall structures, fences, shrubs, plants, light poles, utility flags or other such obstacles to mowing shall be hand mowed or trimmed around as necessary to present a groomed appearance. Top of vegetation on wet bottom ditches/retention areas shall be cut-off to the water's level as far as can be reached, but not less the four (4) feet with string trimmers or five (5) feet with a slope/boom mower. Particular attention shall be paid to planted areas. Any damage that occurs to plants, trees, shrubs, mulched beds, tree rings, sprinkler heads, etc., shall be repaired or restored before the cycle is completed. Mowing shall also include grass clipping removal and litter removal, edging, and herbicide treatment. These costs shall be included in the unit price bid for secondary canal/ditch mowing and maintenance.

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

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

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

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

When boom-type slope mowers are operated on the shoulder, a flagger shall be stationed to warn other traffic and assist the operations. Warning signs shall be placed in accordance with the most current edition of the Florida Department of Transportation's "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways." When mowers are crossing the traveled roadway or bridges, flaggers shall be provided.

When necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing should be made on the shoulder.

All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

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

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

- 5.4 **Litter/Debris Removal** – During each cycle all litter and debris shall be removed prior to and upon completion of a mowing cycle. Litter and debris removal includes the pickup, removal, and disposal from the right-of-way and County property of any obstacle such as wood, signs, tires, cans, yard waste, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove any item such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, resulting in an objectionable appearance. The Contractor shall remove trash from wet areas at least 4-feet from the banks. The cost of litter/debris removal shall be included in the unit price bid for mowing.
- 5.5 **Clipping Removal** – During each cycle, all grass clippings that are not uniformly distributed and detract from the appearance of the mowing operation shall be removed from the job site by the Contractor upon completion of the mowing operation to allow for a neat and clean appearance after completion. The Contractor shall remove and dispose of all grass clippings from the pavement, fence lines, sidewalks, curbs and curb inlets located within the limits of the project. The cost of grass clipping removal shall be included in the unit price bid for mowing. The grass clipping removal shall be performed in conjunction with the mowing cycle. The Contractor shall maintain inlet openings free from the debris generated during their mowing operation. Grass clippings shall not be blown into drains or storm drain inlets or wet ditch bottoms. Failure to adhere to this shall result in the Contractor removing clippings from the water and jetting out affected pipes and drains at his/her own expense within two (2) working days after notification or reimbursing the County for the clean-up effort carried out by County personnel.

5.6 **Brush Control** – During each cycle, the Contractor shall cut and remove brush and plant growth (vines, saplings shrubs and etc.) up to two (2) inches in diameter and up to seven (7) feet height along from undeveloped lots or properties and along fence lines and walls so it does not encroach onto the County's right-of-way/property. Areas behind power poles shall be mowed at least one mower pass to the right-of-way line. **This work shall be performed in conjunction with the mowing cycle. The cost of brush control shall be included in the unit price bid for mowing.**

5.7 **Edging** - Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following structures: sidewalks, paved approaches and curbs, to maintain these areas in an attractive and manicured condition. **Edging encompasses the removal of growth mechanically and manually.**

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

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

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

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

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

5.8 **Herbicide Treatment** - Herbicide treatment encompasses the treatment of all grass, weeds, vegetation and plant material growing on, along and around concrete medians, fences, curb inlets, inlet openings, gutters, asphalt paved areas, ramps, divider walls, guardrails, fabric concrete, rip rap, bridge embankments and bridge supports with an approved herbicide to maintain these areas in an attractive and manicured condition.

The herbicide treatment shall also include the treatment of all expansion joints **and cracks located on** sidewalks, curbs, concrete medians and paved approaches. **In order to prevent erosion, no herbicide treatment shall be used on or around structures within a canal or retention area.**

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

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

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

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

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

Approximately ten (10) days after the application of herbicides, fences and divider walls shall be hand trimmed by the Contractor to remove all dead vegetation. All vegetation shall be removed and disposed of by the Contractor. Upon completion of the trimming, no unwanted vegetation shall touch any part of the fences and divider walls. All dead vegetation shall be removed from all other areas sprayed, including sidewalk expansion joints, curbs, gutters, concrete medians and inlet openings, etc. **The cost of the removal and disposal of all plant growth shall be included in the unit price bid for mowing.**

5.8.3 Limitation of Operations - The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal Government as well as that of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides.

The Contractor at his/her expense shall replace plants, grass and trees damaged by the improper use of herbicides. Replacements shall be of the same size and type of those damaged.

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

6. **ADDITIONAL LITTER REMOVAL** – The Contractor may be asked to remove additional litter and debris from specific areas on an as needed basis -above and beyond the requirement described in paragraph 4.4. This additional litter and debris removal consists of the pickup, removal, disposal of litter, and otherwise objectionable debris, within the maintained limits of the canals. Additional litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, tree branches, and other items to be removed under this work.

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

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

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

No work shall be permitted during non-daylight hours.

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

- 6.4 **Disposal of Additional Litter and Debris** - All Additional litter and debris that have been accumulated and picked up shall be placed in trash bags and removed from retention areas and right-of-ways at the end of each working day by the Contractor. Disposal of litter and debris shall be made in accordance with local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor. Storage or stockpiling of litter or debris on the retention areas or right-of-ways shall **not** be permitted. With each invoice submittal the Contractor shall provide the landfill receipts where the Contractor disposed all additional litter or debris.
- 6.5 **Quality** - Completed areas shall be reviewed for quality and acceptance by the County's Representative. Areas determined to be unsatisfactory by the County's Representative shall be re-cleaned at no additional cost. All areas shall be cleaned in such a manner that they are reasonably free of all litter and debris. The Contractor shall not be penalized for additional litter and debris that may be deposited between the time the work was completed and the time when the work is approved by the County's Representative. However, the County's Representative's judgment when evaluating completed work will be final.
- 6.6 **Basis of Payment** - Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of additional litter and debris removal.

7. PAYMENT ITEMS - Payment will be made under:

- Item No. 1 - Mowing - per acre (includes edging, litter/debris removal, brush control, grass clipping removal, and herbicide treatment)
- Item No. 2 - Additional Litter Removal, as specified - per acre
- Item No. 3 – One time clean-up

8. APPROXIMATE QUANTITIES IN THE CONTRACT

Canal and Ditches – Lot A

Basic Year (12 months from date of award):

Mowing	3,000 acres
Additional Litter Removal	1,500 acres
One Time Clean-up	250 acres

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

Mowing	3,100 acres
Additional Litter Removal	1,550 acres

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

Mowing	3,200 acres
Additional Litter Removal	1,600 acres

Canal and Ditches – Lot B

Basic Year (12 months from date of award):

Mowing	2,400 acres
Additional Litter Removal	1,200 acres
One Time Clean-up	200 acres

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

Mowing	2,700 acres
Additional Litter Removal	1,350 acres

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

Mowing	2,800 acres
Additional Litter Removal	1,400 acres

9. **LOCATION OF WORK** – Contracted locations could increase due to additions of canal and ditches or decrease due to removal of canal and ditches. Additional location will be issued as they become available. Original locations plus any additional locations up to the maximum amount allowed constitute the total contract requirement for the Basic Year of the contract.

Option Year Number 1 (2nd year of the contract) and Option Year Number 2 (3rd year of the contract) cover additional acreage to be specified up to the maximum amount allowed for the specific year of the contract.

No compensation will be provided to the Contractor due to addition or subtraction of areas/acreage from the listing. The Contractor shall only be compensated for the completed acreage multiplied by the unit price during each of the cycles released under this contract.

10. **FINAL INSPECTION FOR PAYMENT** - After the Contractor has corrected all deficiencies to the satisfaction of the County's Representative and delivered other documents as required by the Contract, the Contractor may make application for final payment. Invoices for services provided shall be submitted within fourteen (14) days after acceptance of the cycle as completed. Invoices shall be submitted to the following address for payment: **Public Works Department, Fiscal & Administration Division, 4200 South John Young Parkway, Orlando, Florida 32839**. A courtesy email with notification of submission of invoices could be sent to our office. However, invoices are not processed until received by our Fiscal Division. Invoices shall include: location where work was performed, invoice number, delivery order number, acreage, unit price, current submission date, etc.

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

**BID RESPONSE FORM
IFB Y15-136-LC**

The Contractor shall provide all labor and other resources necessary to provide the 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 – THREE POINTS AND TAFT AREAS

ITEM NO.	DESCRIPTION QUANTITY	ESTIMATED ANNUAL	UNIT	UNIT PRICE	TOTAL BID
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I. Base Year (12 months from date of award)

1.	Mowing, as specified	3,000	Acres	\$ _____	\$ _____
2.	Additional Litter Removal, as specified	1,500	Acres	\$ _____	\$ _____
3.	One time clean up, as specified	250	Acres	\$ _____	\$ _____

TOTAL PRICE BASE YEAR – LOT A \$ _____

II. Option Year #1 (12 months from 1st contract anniversary date)

4.	Mowing, as specified	3,100	Acres	\$ _____	\$ _____
5.	Additional Litter Removal, as specified	1,550	Acres	\$ _____	\$ _____

TOTAL PRICE OPTION YEAR #1– LOT A \$ _____

II. Option Year #2 (12 months from 2nd contract anniversary date)

6.	Mowing, as specified	3,200	Acres	\$ _____	\$ _____
7.	Additional Litter Removal, as specified	1,600	Acres	\$ _____	\$ _____

TOTAL PRICE OPTION YEAR #2 – LOT A \$ _____

**TOTAL PRICE – LOT A
(BASE YEAR, OPTION YEAR #1, OPTION YEAR #2)** \$ _____

Company Name

LOT B – ZELLWOOD, APOPKA, WEST ORANGE, JOHN YOUNG, GOLDENROD AND BITHLO AREAS

ITEM NO.	DESCRIPTION QUANTITY	ESTIMATED ANNUAL	UNIT	UNIT PRICE	TOTAL BID
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I. Base Year (12 months from date of award)

1.	Mowing, as specified	2,400	Acres	\$ _____	\$ _____
2.	Additional Litter Removal, as specified	1,200	Acres	\$ _____	\$ _____
3.	One time clean up, as specified	200	Acres	\$ _____	\$ _____

TOTAL PRICE BASE YEAR – LOT B \$ _____

II. Option Year #1 (12 months from 1st contract anniversary date)

4.	Mowing, as specified	2,700	Acres	\$ _____	\$ _____
5.	Additional Litter Removal, as specified	1,350	Acres	\$ _____	\$ _____

TOTAL PRICE OPTION YEAR #1– LOT B \$ _____

II. Option Year #2 (12 months from 2nd contract anniversary date)

6.	Mowing, as specified	2,800	Acres	\$ _____	\$ _____
7.	Additional Litter Removal, as specified	1,400	Acres	\$ _____	\$ _____

TOTAL PRICE OPTION YEAR #2 – LOT B \$ _____

TOTAL PRICE – LOT B (BASE YEAR, OPTION YEAR #1, OPTION YEAR #2) \$ _____

TOTAL PRICE – LOT A and LOT B (BASE YEAR, OPTION YEAR #1, OPTION YEAR #2) \$ _____

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 twenty four (24) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Linda Carson, Senior Purchasing Agent, at Linda.Carson@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. Examples: Bid Deposit, Sub-contractor, per Special Terms and Conditions.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

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

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

REFERENCES

List three (3) customers during the past ten (10) years for which you provided 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: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y15-136-LC

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.Y15-136-LC

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.Y15-136-LC, SECONDARY CANAL & DITCH MOWING**, 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 Bidder and shall be submitted to the Procurement Division by the Bidder.

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

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

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

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

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

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

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

(Use additional sheets of paper if necessary)

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 ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$

Part III

Original signature and notarization required

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

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

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
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 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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. Name of Agent or Broker Street Address City, State, Zip	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 2. Name of Insured Street Address City, State, Zip	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C: 3.	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NON LTR	TYPE OF INSURANCE	ATOL INSR	SUBT WVD	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR (GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS 9.						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
11.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

CERTIFICATE HOLDER 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 14.
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ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

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

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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.

Apopka			
Location Name	From	To	Acreage
17TH AV (WEST)	CLARCONA OCOEE RD (LAKEWOOD AV WEST)	WEST 815'	0.56
Barbara Road	Long Rd	lake behind Eagles /Clarcona-	0.79
CARDER RD	CARDER RD NORTHWEST ALONG CSX RR	ALL AMERICAN BV	1.53
Carpet Street	Clarcona Ocoee Rd	Third St	0.62
CLARCONA OCOEE CANAL	6TH AV	1925 N Lakewood Av	0.58
Deanna Dr Outfall	next to 106 S Wekiwa Springs Rd	west 640'	0.36
Gusty Lane	AllAmerican Blvd	Little Wekiwa River	0.14
Keystone Heights East	Overland Rd	Block Wall	0.35
Keystone Heights St	Clark St	Overland Rd	1.54
LAKEVILLE/HIAWASSEE	LAKEVILLE RD	WEST TO END	0.90
McEWEN (APOPKA BLVD)	7850 APOPKA BV	Rail Road	0.20
Piedmont Wekiwa Road	Piedmont Wekiwa Rd	Lake Page	0.38
Pine Hills Outfall	Pine Hills Rd @ drainage ROW south of 5720 Pine Hills Rd	Primary Canal	3.35
Stone Rd	Stone Rd	End	0.19
Wurst Road Outfall	Wurst Rd south	17th Ave	0.42
			11.91

Bithlo			
Location Name	From	To	Acres
10th ST SECTION "A"	10TH ST WEST	BISDC012	0.30
10th ST. - SECTION "B"			0.23
11th ST BAXTER, CR 13 - SOUTH & LANSING	SR 50	LONG BRANCH CREEK	6.43
1ST AVENUE CANAL #2			0.08
1ST AVENUE CANAL #3			0.68
2739 8th ST NORTH - SECTION "B"	8TH ST	SEAFORD OUTFALL	0.30
3rd AV, 4th AV & 8th ST	WASHINGTON AV	11TH ST BAXTER O/F	1.64
4TH ST	NORTH CR-13	LK LOUISE	1.65
6th ST SECTION "A"	6TH ST WEST	HEWLETT SECTION B	0.28
ALAFAYA CANAL	ALAFAYA TL AT LK UNDERHILL	E OF WOODBURY RD	4.63
BELLMORE AV	4TH ST	LK LOUISE	2.05
BONNEVILLE CANAL - SECTION "A"	12737/12801 COLONIAL NORTH	CONCRETE WEIR SOUTH E	1.84
BONNEVILLE CANAL - SECTION "B"	HEATHER AV	HERTHA/ALISON	2.72
BONNEVILLE SECTION "C"	1972/1974 BONNEVILLE RD W	400' TO HEADWALL	0.12
CR 13	Old Cheney Hwy	Retention Pond (Mile long)	9.68
HEWLETT & HOLLISTER EAST	HOLLISTER RD	LK LOUISE	2.92
HEWLETT RD WEST - SECTION "A"	HEWLETT RD	6TH ST OUTFALL	1.08
HEWLETT RD WEST - SECTION "B"	BELLMORE AV	S OF HEWLETT DR	2.03
HOLLISTER - SE	HOLLISTER RD EAST	10TH ST SEC C O/F	0.48
HOLLISTER - WEST	HEWLETT DR	HOLLISTER RD	1.08
KHAYAN AV - SECTION "A"	WALDEN WOODS DR	SOCRATES DR	1.15
REINDEER RD - SECTION "B"	21141 REINDEER RD WEST	SW REINDEER RD	1.40
REINDEER RD - SECTION "C" & "D"	21603 JINGLE RD	REINDEER RD	1.83
VINCENT DR	NANSEN ST SOUTH	ALCOT ST OUTFALL	1.80
XMAS PK - CHANNEL "B"	SR 50 E OF BLITZEN	ST CATHERINE	7.43
XMAS PK - CHANNEL "D"	EASTSIDE BISDC056	BISDC054	2.22
XMAS PK - CHANNEL "F"	EASTSIDE CUPID AV	BISDC054	2.35
XMAS PK - CHANNEL "G"	EASTSIDE BISDC056	BISDC054	2.17
XMAS PK - CHANNEL "H"	EASTSIDE BISDC056	BISDC054	2.05
XMAS PK - CHANNEL "I"	EASTSIDE ST CATHERINE ST	BISDC054	2.30
XMAS PK - CHANNEL "J"	BLITZEN AV	BISDC056	0.70
			65.62

Goldenrod			
Location Name	From	To	Acres
Banchory Outfall	Banchory north	Corrine O/F and south to end	3.60
Bates Road Outfall	SR551	West 75'	0.10
Broken Arrow Outfall	SR551	Lake Nan	0.73
Campus View Outfall	Katherine Av	Greens End St	0.55
Carlson Outfall	Fairview S.	W Drainwell	2.01
Carnation Outfall	SR426	Seminole County Line	1.82
Carrington Outfall	Carrington N	Corrine Outfall	0.25
Citrus Outfall	Mogul Drive	East	0.34
Cocos Outfall	Cocos Drive	South	0.36
Constantine Outfall	Millinockett N.	Donnybrook	2.01
Cornelia Outfall	Cornelia Ave.	North	0.10
Courtland Outfall	Neuse Ave. North	DOT Pond	0.13
CURTIS OUTFALL	DENNIS AV AND CURTIS ST WEST	END	0.36
Delta O/F	Delta St South	Lyle St	0.10
Doris O/F			0.19
Eastbrook O/F	SR426 North	Crane Strand E	0.80
Foxbower O/F	Dean Rd Pond	Econ River	0.41
Frontage Outfall	Frontage Rd	South then West	1.73
Gardener O/F	Forsyth Rd	East	0.58
Gaslight O/F	SR436	Seminole Canal	0.95
Hanging Moss	Hanging Moss Rd south	primary canal	1.04
Interlaken O/F	Interlaken Rd	Lake Fairview	0.04
Mercator	Mercator Drive south	primary	0.06
Millinocket Outfall	Millinocket Ln	North then West	0.22
Minn. O/F	Midiron Dr	Little Lake Fairview	1.23
Minn. Retention Pond	Minn. Retention Pond	North	0.34
Moselle O/F	Truman Rd east	Moselle Ave	1.24
Nicolett O/F	Minn. Retention Pond	West	0.16
Old Cheney O/F	Old Cheney North	Moselle O/F	0.36
Overdale O/F	Behind 1123 Overdale St	Behind 1123 Overdale St	0.16
Saracity Ditch	Millinockett Lane	Blackberry Ave	0.45
Satel Outfall	East of Moat Court	North & South Bank	1.31
Scarlet O/F	Scarlet	600 feet North	0.49
Scarlet O/F South			2.00
Solandra O/F	Madrid Ave	Old Cheney N	0.29
Tiffany O/F	Forsyth Rd	Marcia Drive	0.47
University OUTFALL	UNIVERSITY BV	CORRINE OUTFALL	0.80
Venetian O/F	City of Orlando line	Lake Fairview	0.28
Vonderay O/F	Vonderay Rd	West	0.48
Watermill O/F	Behind 4704 Faust	Lake Pearl	0.10
Yucatan O/F	E/W Exp	Lake Barton O/F	3.43
			32.07

John Young

Location Name	From	To	Acres
Boice Canal	Lancaster Rd	Pond South of Sky View	2.52
Carriage Court	Oak Ridge Rd	Shingle Creek	6.09
Chateau Outfall	End of Pipe	Lake Lawne	2.11
Cortez Drive	Cortez Dr south	OUC power plant	5.85
Dobson Street Outfall	End of Dobson St	Lake Mann	0.07
ECC	Canal off Oak Ridge Rd		0.59
Fairvilla Road Ditch	Fairvilla Rd (ditch)	Barry St	0.35
Harcourt Ditch	Start west of Cardinal Guard Ave	east	2.40
Hastings Street Outfall	Headwall	Headwall	0.76
Jason Street Outfall	Behind Lacona Dr	Behind Lacona Dr	0.52
Jefferson Street Outfall	3720 Jefferson St	Lake Mann	0.32
Kenmore Circle	Kenmore	Kenmore to Lk Jessamine	0.39
Kingsgate Drive Outfall	Ditchline, Oak Ridge Rd	Kingsgate Dr and Outfall	0.80
Klondike Canal	Edgemoor St	Old Winter Garden Rd	0.39
LIVINGSTON/WILMER	MISSION RD (W ROBINSON NORTH 600'WEST 200')	LK VENUS (NORTH 310'WEST 100')	2.18
LOCKE/POWERS	N OF CASTLEWOOD LN	POWERS DR	0.39
Luzon Ditch	Luzon Dr	Chipola Cir	0.30
NINA ROSA	OUTFALL	LAKE	0.04
Nome Outfall	South St	Carter St Outfall	0.64
Pomelo Canal	Anzio St	Vanguard Rd	1.73
RING RD	5325 OLD WINTER GARDEN NORTHWEST 122'	PRIMARY S1 (WEST 448')	0.90
San Antonio Outfall	N of Americana Bv (Secondary Canal)		2.26
Steyr Canal	Pomelo Dr	Nectar Ave	2.54
Wakulla	Tampa Av	Americana Canal	2.28
Washington Street Outfall	4100 Washington St	Lake Mann	0.15
WESTMORELAND/WOODS OUTFALL	WESTMORELAND DR	18TH ST	0.91
WINEGARD/VOLTAIRE	CHURCH	PRIMARY CANAL B-01	5.13
YMCA Canal	Oak Ridge Canal	Lancaster Canal	1.14
			43.75

Taft			
Location Name	From	To	Acres
Astronaut Outfall	1460 Gemini Blvd	Saturn Blvd	3.25
Avenue C Outfall	334 Cypress St	R/R	2.09
BACHMAN	BACHMAN RD WESTSIDE	600' WEST (STORMWATER	0.44
CYPRESS PARK - EAST	TAFT-VINELAND RD SOUTHSIDE	PRIMARY CANAL B-1	2.03
CYPRESS PARK - WEST	TAFT-VINELAND RD SOUTHSIDE	PRIMARY CANAL B-1	1.63
EXCHANGE	EAST OFF OF EXCHANGE	EAST DEAD END	1.74
Orange R/R	CSX R/R	Boggy Creek Rd	13.96
PINE	EAST OF 1039 PINE ST	WEST OF 550 LANDSTREET	0.96
RHEMA	AT 1887 CENTRAL FL PY	CYPRESS PARK EAST CANAL	0.38
Satellite Outfall	11052 / 53 B.T.M. Bass	Dead End	1.82
SKYLAKE SOUTH/WHISPER LAKES	BETWEEN ZODIAC DR AND TRAFALGAR	JOHN YOUNG PY	22.40
SPACE	11398 SPACE BV	CYPRESS PARK WEST	2.35
Zell Drive Outfall	Zell Dr south	primary	2.28
			55.33

Three Points			
Location Name	From	To	Acres
Abercorn Outfall	Kennedy Rd going east	primary canal	7.97
Acadian Outfall	Goldenrod Rd going east 1948 feet	primary canal	5.37
Autumvale Outfall (North)	Autumvale Rd north	Pond and Capeheart	12.85
Autumvale Outfall (South)	Autumvale Rd South	Goldenrod Rd	4.11
Autumvale Outfall (West)	Autumvale Rd west and north	trees	7.44
CANARY PINE COURT	CANARY PINE CT	WEST 433'	0.27
Cascade Outfall	Cascade Dr	primary canal	3.06
CHARLIN PARK OUTFALL	FT JEFFERSON	CHARLIN PY	0.07
CHICKASAW TL OUTFALL (NORTH)	901 CHICKASAW TL	EL PRADO CANAL	0.06
CHICKASAW TL OUTFALL (SOUTH)	1360 CHCKASAW TL	WEST TO WETLANDS	0.20
Colton Outfall	Curry Ford	2012 Colton Dr	1.25
Crossen Outfall	Charlin Pkwy	Crossen Dr	1.52
DATURA OUTFALL	1012 NELA AV	SOUTH SWAN LAKE	0.17
DEAN OUTFALL	2020 DEAN RD	WETLAND	0.77
Deerwood Outfall	Lake Underhill Rd	retention pond	5.21
DESOTO OUTFALL	7622 DESOTO SOUTH	FT JEFFERSON	2.14
DEVONSHIRE OUTFALL	BEGINNING OF DEVONSHIRE RD	END OF DEVONSHIRE RD	0.10
Dickson Outfall	Fweern Creek Ave	Crystal Lake	0.27
ECON OUTFALL (NORTH)	1602 ECON TL	E/W EXPRESSWAY	0.12
ECON OUTFALL (SOUTH)	1137 ECON TL	E/W EXPRESSWAY	0.29
El Prado Outfall	El Prado	lake (north) and 1703 Cotswold	5.82
FERNWAY OUTFALL	13002 FERNWAY RD	WEST TO DEVONSHIRE RD	0.15
FILMORE OUTFALL	FILLMORE AV	PIERCE AV	0.08
GONDOLA OUTFALL	8128 GONDOLA DR	BEARHEAD LAKE	0.06
Guy Taylor Outfall	Kirby Smith Rd	465' esat	0.03
Hardwick Outfall	Hardwick Ave	east and north	0.59
Island Club Outfall	Island Club Way	Lake Gibson	0.17
Kempston Outfall	Darwood dr	Hoffner Ave	0.47
KENNEDY OUTFALL	KENNEDY & SIMMONS RD	SOUTH TO BUNTING AV	0.55
KIRBY SMITH OUTFALL	10200 KIRBY SMITH RD	LAKE WHIPPOORWILL	0.50
LACE BARK EAST	LAKE BARK PINE RD	WETLAND	0.65
LACE BARK WEST	LACE BARK RD	WEST 428'	0.73
LAKE BERGE RD	Rouse Rd	East to End/South to End	1.38
LAKE GEORGE			0.28
Lake Underhill Outfall (North)	Cosmos Drive	City Limits	4.65
Lake Underhill Outfall (South)	Dean Road	Pinar Drive	12.48
LAKE WHIPPOORWILL OUTFALL	10606 KIRBY SMITH RD	SOUTH TO LK	0.50
Mai Tai Outfall	Primary Canal south	Hoffner	4.36
MARTINSVILLE OUTFALL	LAKE DOWNEY DR	NORTH TO CULVER RD	0.26
MARY JEAN OUTFALL	7614 GONDOLA DR	SOUTH TO BEARHEAD LAKE	1.49
NARCOSSEE OUTFALL	12589 NARCOOSSEE EAST	LAKE WHIPPOORWILL	0.95
O'BERRY HOOVER OUTFALL	1200 O'BERRY HOOVER RD WEST	WEST TO LAKE BERGE	0.79
Palermo Outfall	8426 / 27 Cherinoya	End	0.95
PARK MANOR OUTFALL	W SECTION 1024 ROBERTA AV	E SECTION OF EINBEND	20.40
PERSHING OUTFALL	7308 PERSHING AV SOUTHEAST	GOLDENROD RD CULVERT	0.99
Raeford Outfall	Ferncreek E	Greenmont	1.37
RED PINE	RED PINE RD	WEST TO END	0.15
Rio Pinar Outfall	El Prado Outfall	west to end	0.07
Rio Pinar Lakes Outfall #1	2450 Island Club Way	lake to Primary Canal	3.61
Rio Pinar Lakes Outfall #2	Retention Pond	Lake Gibson	0.69
Rouse Road Outfall	Rouse Rd going west	Park Manor Outfall	1.09
Roxanne Outfall	Fresno Dr.	Winterset Rd.	4.43
SARNOW OUTFALL	8149 SUN VISTA WAY NE	PRIMARY CANAL E-14	0.75
SCOTCH PINE	SCOTCH PINE RD	WEST 466'	0.19
Sunderson Outfall (North)	Dead end of Sunderson Rd	end	0.58
Sunderson Outfall (South)	Sunderson Rd	dead end	1.93
Sunvista Outfall	Crossen Drive	End	1.49

ATTACHMENT A

TERN OUTFALL	7640 TERN DR (N END OF TERN DR)	S TO ACADIAN CANAL	0.32
Turnbull Outfall	Turnbull Dr east	436	1.50
Quail Hollow Outfall	Retention Pond	Wetlands	0.05
			130.74

West Orange			
7th Avenue	7th Ave west 1525'	End	1.05
9th Street at Magnolia St	Intersection		0.30
BAY ST OUTFALL	CHRISTOPHER ST	ROPER PY	1.50
DORSCHER DITCH	WILLOWWOOD ST	350' NORTH	1.09
DUNBAR DITCH	BASIN AT DUNBAR NORTH	RETENTION DITCH	0.29
EDGEWAY DITCH	1203 EDGEWAY DR NORTH 400'	RETENTION AREA	1.34
Lake Hiawassee	West end of Ardis St	Lake Hiawassee	0.24
Lake Street	OWG Road	Lake Sherwood	0.57
PEOPLES PLAZA	CARTER AV	SR 50	0.67
Roberts Landing	Westover Roberts Road	Lake Olivia	0.90
Stage Stop	Hwy 50	wetland area	0.37
STORY RD DITCH	STORY RD	FDOT CANAL	1.62
Trout Road Ditch	Trout Road	swamp	0.16
WINTER OUTFALL	8846 WINTER GARDEN VINELAND RD SOUTHWEST	TREELINE	0.36
			10.46

Zellwood			
Location Name	From	To	Acreage
Earlwood	Earlwood Dr	Lake Front West	0.08
Golden Gem Rd Outfall			0.21
Lester	Rock Springs Rd	1270 ' east	0.95
PARK AVENUE CANAL	Park Av	Wetlands	0.55
SADLER RD (NORTH)	7135 SADLER NORTH 336' (W OF OLA BEACH NORTHSIDE)	LAKE OLA	0.12
SADLER RD (SOUTH)	EAST OF SLOEWOOD DR (Access @ 7759 SADLER AV)	1074'	1.39
SLOEWOOD 1 (NORTH)	4721 & 4729 (ACCESS @ 4721-4729 SLOEWOOD DR)	LAKE OLA	0.26
SLOEWOOD 2 (SOUTH)	SADLER RD	SLOEWOOD DR	0.15
Wekiva Woods	Crown Isle Cir	Welch Rd	0.94
Willow Street Outfall	Marsell Rd	Mahowk Dr	2.27
			6.92