

Issue Date: October 1, 2014

INVITATION FOR BIDS #Y15-147-DG

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

**LANDSCAPE MANAGEMENT – CHEMICAL APPLICATION AT THE ORANGE
COUNTY CONVENTION CENTER
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 28, 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, October 14, 2014, 1:00PM**, located at **Orange County Convention Center, 9800 International Drive, Room S231A, Orlando, Florida**. Interested bidders are required to attend.

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

NOTICE TO BIDDERS

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

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

It is the sole responsibility of the Bidder to ensure that 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 Dorothy.Gordon@ocfl.net, no later than 5:00 PM Wednesday, October 22, 2014 to the attention of Dorothy Gordon, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The 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. NON-MANDATORY PRE-BID CONFERENCE

All interested parties are invited to attend a **Non-Mandatory Pre-bid Conference** on **Tuesday, October 14, 2014, 1:00PM**, located at **Orange County Convention Center, 9800 International Drive, Room S231A, Orlando, Florida**. A walk-through of specific areas of the Convention Center will be conducted immediately after the Non-Mandatory pre-bid Conference. Due to space constraints, only two (2) representatives from each prospective bidder shall be allowed to participate in the mandatory walk-through. (See parking pass, map and driving directions attached.)

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

2. INSPECTION OF FACILITIES/AREAS

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedules may be secured from **Robert Foster**, telephone **(407) 685-5895**. 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. List five (5) references of similar work satisfactorily completed within the last five (5) years, including location, dates of contract, names, addresses, e-mail addresses, and phone numbers of owners by completing the reference sheets. Provide a brief description of the work performed at each location, to include type of turf, plant beds, shrubs, and trees serviced. At least one (1) location shall include a minimum size of twenty-five (25) landscape acres.
- B. List and provide a description of equipment, facilities, and manpower available to do the work, including the ability to respond to after-hours calls for emergency services. The complete list of all equipment owned or leased which will be utilized for chemical services shall include at least the following:

1. One (1) self-contained, large capacity sprayer with boom attachments and 200 lbs. to 300 lbs. capacity fertilizer hopper attachments.
 2. Four (4) ride-on fertilizer spreaders with low volume sprayers.
 3. Two (2) Gator style utility vehicles or equivalent with front end booms for low volume weed control, spray applications.
- C. Submit proof, in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business a minimum of five (5) years of similar experience in chemical applications/pest control.
- D. List of personnel, by name and title, contemplated to perform the work. Include copies of relevant certifications and training received from manufacturers, national associations and/or trade schools for service technicians. Technicians assigned to this contract shall have a minimum of three (3) years' experience performing similar work.

Contractor shall provide proof that each employee who performs chemical services/pest control has a licensee and a current pest control identification card issued by the State of Florida affixed with the employee's signature and current photograph. The identification card shall be carried on the employee's person while performing pest control and shall be presented on demand when requested by OCCC personnel.

- E. List of managers and supervisors by name and title including resumes. Managers shall have a minimum of five (5) years verifiable experience and supervisors shall have a minimum of three (3) years verifiable experience.
- F. List indicating what permits, licenses, certifications and training have been obtained by company and employees to insure all aspects of **Chemical Application** are in compliance with the appropriate agency. Contractor shall submit a photocopy of their Pest Control Operator's Permit License to comply with Florida Statue 482.
- G. Submit proof, in the form of an occupational license of the principal place of business, that the business and all associated equipment is located physically within Orange, Lake, Seminole or Osceola Counties in Florida.
Failure to submit the above requested information may be cause for rejection of your bid.

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

4. 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.

5. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. 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.

6. AWARD

Award shall be made on an “All-or-None Total Bid” basis to the lowest responsive and responsible Bidder.

7. POST AWARD MEETING

Within **ten** (10) days after receipt of notification of award of bid, Contractor shall meet with the County’s representative(s) to discuss job procedures and scheduling.

8. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **thirty (30)** calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

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

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

9. TERMINATION

A. Termination for Default:

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

1. Provide 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.**

10. CODES AND REGULATIONS

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

11. 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 Convention Center
P. O. Box 691509
Orlando, FL 32859-1509
Phone 407) 685-5979
Attn: Procurement Coordinator

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.

12. DEBRIS

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

13. 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>

14. 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 \$500,000 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

Optional Coverage:

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

15. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of thirty-six (36) month(s). The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

16. PRICE ESCALATION/DE-ESCALATION (CPI)

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

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

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

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

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

CPI-U Calculation Example:

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

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

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

17. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

18. 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.

19. 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.

20. ATTACHMENTS

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

- 1. LEED EB + OM Certification Documents for Integrated Pest Management, Erosion Control and Landscape Management Plan
- 2. Parking Pass

21. 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.

22. 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.

23. REQUIREMENTS CONTRACT

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

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

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

SCOPE OF SERVICES

The Orange County Convention Center (OCCC) is a high profile Convention Center encompassing approximately 94 acres of exterior landscape areas requiring Four Diamond landscape and chemical services management services. Four Diamond facilities as defined by AAA are establishments that are upscale in all areas. Accommodations are progressively more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service and attention to detail. As it pertains to Chemical Services, this requires comprehensive fertilization and weed control throughout the site, so as to ensure a professionally planned, manicured, and maintained facility. The Contractor accepts the property in an "as is condition".

1. LOCATIONS

The Contractor shall provide all labor, equipment and supplies for comprehensive Chemical Application services for the entire OCCC campus, including the following areas as described herein for these designated locations:

- A. **OCCC West Building (approximately 25 acres of landscape area)** shall include all areas as well as chemical weed control along the I-4 and 528 fence lines and adjacent to the Rosen Plaza Hotel hedge line.
- B. **OCCC North/South Building (approximately 64 acres of landscape area)** shall include all areas beginning at the Convention Way fence line and extending to the end of the paved parking area. Services shall include chemical weed control along Convention Way fence line.
- C. **Convention Center District Offices/Destination Parkway Area (approximately 1.5 acres of landscape area).**
- D. **Tradeshow Blvd. (approximately 2.5 acres of landscape area)** - Fire ant control and chemical weed control along fence line only).
- E. **Freightway Blvd. (approximately .75 acre of landscape area)** - (Fire ant control and chemical weed control along fence line only).
- F. **Orangewood Lot (approximately .5 acre of landscape area)** - Fire ant control only.

2. DESIGNATED REPRESENTATIVE

The OCCC representative will be the Facility Operations Manager or designee. After contract award, questions regarding this scope of services shall be directed to him/her. Contract related questions shall be referred to the Administrative Supervisor or the Contract Management Administrator.

This will be a performance based contract. The lack of inspections by the OCCC or any error or omission in the scope of services shall not relieve the Contractor of its obligation to perform Chemical Services in accordance with generally accepted industry standards.

3. GENERAL CONDITIONS

A. Hours of Performance

1. Standard Hours: Standard working hours are Monday through Friday, 7:00 AM to 5:00 PM.
2. Non-Standard Hours: Non-Standard working hours are 7:00 AM to 5:00 PM, Saturday and Sunday, after 5:00 PM Monday through Friday.

B. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors. The OCCC Representative will, in no instance, have the authority to act as foreman or supervisor for the Contractor and will not interfere with the Contractor in the supervision or direction of their employees. Any advice provided to the Contractor by the OCCC Representative shall in no way be construed as binding upon the Contractor or release the Contractor from fulfilling the provisions of the contract.

C. All personnel provided by the Contractor, whether employees of the Contractor or Sub-contractors, shall be competent, experienced, courteous, well groomed and properly dressed with shirt displaying the company name/logo, photo ID badge and skilled in chemical application. All foreman and technicians must speak and understand English.

D. Due to the nature of OCCC business, it is essential that all Chemical Application services be performed so as to not interfere with any OCCC event. This can usually be accomplished during early morning hours or after scheduled building activity. Chemical Application services shall not conflict with event activity in OCCC. Contractor shall be responsible for all expenses incurred by OCCC if Chemical Application services interfere with any of the OCCC events.

E. The Contractor shall provide an on-site Operations Supervisor for this contract, whenever services are being performed. The Operations Supervisor shall be capable of verbal and written communication in the English language to the satisfaction of the OCCC Representative. The OCCC will retain the right to approve/disapprove of any individual submitted by the Contractor for the Operations Supervisor position.

The OCCC Representative may request the Contractor remove any Operations Supervisor if it is determined that services are not being performed in accordance with the terms and conditions of this contract. Should an Operations Supervisor be assigned to another contract,

terminated, or resign, the Contractor shall have seven (7) calendar days to replace the supervisor.

NOTE: OCCC Representative's request to remove any employee from this contract will, in no instance, be considered a request to terminate the affected individual. The sole intent is removal of said individual from this contract.

- F. The Contractor shall make available a 24 hour / 7 day contact person for emergency services. The Contractor shall provide to the OCCC's Representative either a phone number, cell phone number, Nextel radio number or a pager number for this contact person. The Contractor's response time shall be within twelve (12) hours.
- G. Any subcontracting shall be at the approval of the OCCC Representative.
- H. **Contractor shall work with the OCCC with regard to LEED EB+OM Certification requirements and Chemical Application best practices for the OCCC. The best practices are contained in the Integrated Pest Management, Erosion Control and Landscape Management Plan (Sections 1, 2, 3, & 9) contained in Attachment #1 of this Invitation for Bids.**

4. SAFETY AND PROTECTION

- A. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- B. All equipment used in the performance of these services shall be properly maintained and is subject to inspection by the OCCC's Representative upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the OCCC's premises. Safety features of equipment (shields, kill switches, etc.) shall be used at all times.
- C. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and passers-by. The Contractor shall also provide traffic control signage, flashing lights, string and ribbon barricades, cones, or other barricades to protect staff, pedestrians and vehicular traffic, as needed.
- D. Any damage to OCCC facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor.
- E. The Contractor shall have the responsibility to provide and maintain a chemical inventory list, as well as the applicable Safety Data Sheets (SDS).

5. BACKGROUND CHECKS

- A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff shall be approved by OCCC Security team prior to working at the OCCC. Contractors shall obtain the necessary forms for background checks as follows. The background checks shall be performed yearly.
1. For all Contractor's staff and/or employees that will be working at any part of the Convention Center and related facilities, including Canadian Court Parking Structure, the Contractor shall perform background checks at its expense and submit them to OCCC for determining whether the employee is acceptable to be allowed to work at the OCCC. The background checks shall be submitted each year the contract is valid.
 2. The Contractor shall provide a level 1 (5 years) background check, dated no more than ninety (90) days prior to contract start, for any employees before starting work to include:
 - a. Identification Verification
 - b. Selective Service Status (registered/unregistered).
 - c. FDLE Automated Criminal Record
 - d. Clerk of Courts by County of Residence
 - e. Employment Verification
 - f. DMB by State Residence
 - g. Military Verification
 - h. Professional License and Certification Check

In addition, a Drug Screen – Five Panel test, including at least the following, shall be performed for each employee.

- a. Amphetamines
- b. Cocaine Metabolites
- c. Marijuana Metabolites
- d. Opiate Metabolites
- e. Phencyclidine

- C. Contractor's employees will not be allowed on OCCC property without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the OCCC Representative, in writing, of such termination or transfer, and surrender the OCCC issued identification badge.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the OCCC Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the OCCC representative whether the employee shall continue to work at OCCC locations within this contract.
- F. The Contractor shall ensure that all vehicles used by their staff are properly identified with the company's name and logo.
- G. The Contractor shall remove from OCCC premises any employee who, in the opinion of the OCCC's Representative or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the OCCC or Orange County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Contractor employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on OCCC premises. The OCCC Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. It will be at the OCCC's Representative's discretion as to whether said employee will be permitted to return to the OCCC.

6. GENERAL REQUIREMENTS

- A. The Contractor's on site supervisor or foreman shall give appropriate notification to persons in the immediate area of impending chemical applications.
- B. The Contractor shall supply application reports specifying the date, type of chemical applied, application rates and names of technician to the OCCC Representative within seven (7) calendar days following the application.
- C. The Contractor shall ensure that all materials are applied per the manufacturer's specifications and guidelines.
- D. The Contractor shall post lawn treatment and pesticide treatment signs after the use of chemicals for safety and compliance.
- E. OCCC representatives reserve the right to be present when chemicals are being mixed and applied.

- F. When chemicals have been applied to the landscaped areas, the Chemical Application Contractor shall coordinate with the Exterior Landscape-Irrigation Contractor to adjust the irrigation clocks for any needed changes per the Chemical Applicator's recommendation. The Chemical Applicator Contractor shall provide the OCCC representative with any revised watering schedule.

7. SUPPLIMENTAL CONDITIONS

- A. The services described herein shall be performed by the Contractor on a regularly scheduled basis as outlined. There shall be no deviation from the scope of services without prior approval from OCCC Representative.
- B. An Operational Maintenance Plan shall be submitted by the Contractor within thirty (30) days of the initiation of the contract indicating how the Contractor, utilizing its staff and equipment, will spray for pests and diseases and fertilize all trees/palms, shrubs plants and turf within four (4) consecutive days, during a specific monthly cycle.
- C. No later than the 15th day of each month, the Contractor shall submit a work schedule to OCCC for the upcoming month indicating what days the Contractor will be on site to complete the required chemical service and maintenance. The OCCC Representative will provide the Contractor with appropriate show schedule to facilitate scheduling of work.
- D. The following information shall be furnished to the OCCC Representative in the form of a monthly report due the first day of each month:
 - a. Date of each fertilizer application, totals applied and rates of application.
 - b. Date of each pesticide and fungicide application, name of pesticide and fungicide, rate of application and amounts used.
 - c. All observation of abnormal conditions.
- E. Contractor management shall meet with the OCCC staff at least on a monthly basis to perform site inspections and discuss quality control and performance issues. Final resolution of all quality control issues will be determined by OCCC or OCCC Horticulture Representative.

8. WORKMANSHIP AND QUALITY CONTROL

The following represents the minimum standards to which the Contractor shall be held responsible in maintaining the grounds included in the contract.

- A. Quality of Workmanship

All work shall be quality work performed according to the standards herein, and to the complete satisfaction of OCCC.

All work shall be consistent with the level of quality typical in a Four-Diamond establishment, as described. The Contractor shall provide sufficient staffing for the satisfactory performance of this work at the frequencies and within the time frames specified. The Contractor shall establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed before the level of service becomes unacceptable to the OCCC. All documentation used for the quality control program shall be made available for review by OCCC upon request.

B. Minimum Quality Control Inspections

The Contractor shall provide, in spreadsheet format, a quality control inspection tool depicting the inspected areas of the Exterior Landscaping after chemical application work is completed. The spreadsheet shall list areas such as "plant beds, shrubs, turf, urns, and other vegetation" and shall be inspected 100% fourteen (14) calendar days after applying the appropriate chemicals. The OCCC reserves the right to increase the frequency of the inspections based on Contractor performance and or building activity.

The spreadsheet shall list all specific tasks identified in the scope of services by specific areas. The Contractor's inspector shall not be involved in service delivery. The spreadsheet shall include signature signoff by the Inspector and Contractor Manager or Supervisor. The quality control spreadsheet format shall be submitted to the OCCC Representative for approval within thirty (30) calendar days after contract award. The Contractor shall submit the completed spreadsheets with inspection results problems encountered and proposed corrective action to be taken by the Contractor within two (2) calendar days after the inspection was scheduled to be accomplished.

All work shall be performed professionally in accordance with generally accepted horticultural principals. All work shall be performed under the direction of OCCC personnel. The Contractor is advised that periodic inspections will occur to verify compliance with the scope of services. All inspections will be scheduled at the discretion of the OCCC personnel.

C. Pest Control Program

The Contractor shall initiate a preventative pest (pest defined as insect, disease or weed) control program to be followed by the Contractor on a program basis, which targets and eliminates problems prior to their further development. The program shall include but not be limited to turf, shrubs, trees (including palms), annual plants and be submitted to the OCCC Representative within thirty (30) days of the initiation of the contract.

The preventative lawn program shall control lawn damaging insects such as, but not limited to, chinch bugs, mole crickets, sod web worms, fungus, army ants and fire ants.

A weed control program shall cover all broad leaf weeds and sedges (the herbicide Asulox, Signalgrass control or equivalent should be utilized for crabgrass). There shall be no extra charge for any type of insect re-spray. The Contractor shall apply pesticides as scheduled to all of the designated landscape areas. All applications of pesticides and fertilizers shall be performed when wind drift is negligible. The Contractor shall keep records on pests identified and treatment(s) rendered for control.

D. Deficiencies:

During the periods of work, the Contractor shall consult with the OCCC Representative for inspection and approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall repeat the work without additional compensation, within two (2) working days. The Contractor shall correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the OCCC will assess a \$125.00 fee to the Contractor. The \$125.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional OCCC labor costs to include Horticulture Consultant fees and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that delivery order.

E. Other Standards:

1. Fire ants/mounds shall be treated as they occur. An appropriate water proof dye or similar agent shall be used to indicate what mounds have been treated.
2. The Contractor shall replace, at the Contractor's expense, any plant or lawn area that dies or becomes weak or unsightly due to improper chemical application maintenance as determined by OCCC.
3. No specific area of turf shall contain more than 10% weeds in any given 100 square yard area (Excluding Freightway Blvd, Tradeshow Blvd. and Orangewood Lot).

9. TURF CARE SPECIFICATIONS: St. Augustine Grass

The Contractor shall, at a minimum, provide fertilization and insect, disease and broadleaf weed control to all areas of St. Augustine grass ("turf") on the following schedule:

JANUARY *Spot* treat all turf areas for weeds, fungal Brown Patch and spot fertilize.

FEBRUARY *Fertilize* all turf areas with a granular, complete fertilizer at the rate of 1.5 lbs of nitrogen/1000 square feet. Spot treat all turf areas for weeds, fungal Brown Patch and insects.

- MARCH *Treat* all turf areas “*wall to wall*” for weeds, spot treat for fungal Brown Patch and spot fertilize.
- APRIL *Spray* all turf areas “*wall to wall*” for *chinch bugs*, and *fertilize* with a liquid fertilizer at the rate of 0.5 lb. Nitrogen per 1,000 square feet (N/M). Spot treat for weeds.
- MAY *Spot spray* all turf areas for weeds, insects and diseases.
- JUNE *Spray* all turf areas “*wall to wall*” for *chinch bugs*, and *fertilize* with a liquid fertilizer at the rate of 0.5 lb. N/M.
- JULY *Spray* all turf areas for weeds, insects (including *webworms* and *mole crickets*), and spot fertilize.
- AUGUST *Spray* all turf for areas “*wall to wall*” for *chinch bugs*, and *fertilize* with a liquid fertilizer at the rate of 0.5 lb. N/M and spot treat weeds.
- SEPTEMBER *Spot treat* all turf areas for insects (including *webworms* and *mole crickets*), diseases and weeds, and spot fertilize.
- OCTOBER *Fertilize* all turf areas with a complete, granular fertilizer at the rate of 1.5 lbs of nitrogen/1000 square feet. Spot treat for weeds, and insects.
- NOVEMBER *Spot treat* all turf areas for weeds, fungal Brown Patch, insects, and spot fertilize.
- DECEMBER *Fertilize* “*wall to wall*” at the rate of 1.0 lb. of nitrogen/ 1000 square feet and spot treat for weeds and fungal Brown Patch.

WARRANTY: If the St. Augustine grass included in this turf care program dies due to damage from biotic agents such insects or diseases or from abiotic factors such as fuel spills or fertilizer burn, the turf shall be replaced immediately at no expense to the OCCC.

10. TURF CARE SPECIFICATIONS: Bahia grass

The Contractor shall, at a minimum, provide fertilization and insect, disease and broadleaf weed control to all areas of Bahia grass on the following schedule:

- MARCH *Fertilize* the turf with 1.5 lbs of N/M from a complete, granular fertilizer.
- JULY *Treat* all turf areas with Top Choice or equivalent insecticide for mole cricket control.

WARRANTY: If the Bahia grass included in this turf care program dies due to damage from biotic agents such insects or diseases or from abiotic factors such as fuel spills or fertilizer burn, the turf shall be replaced immediately at no expense to the OCCC.

11. TREES, PLANT BEDS, SHRUB CARE SPECIFICATIONS

The Contractor shall, at a minimum, provide tree, plant bed and shrub care on the following schedule:

JANUARY *Spray* all trees/palms and shrubs for insects and diseases as directed in the property report.

FEBRUARY *Spray* all trees/palms and shrubs for insects and diseases as directed in the property report.

MARCH *Spray* all trees and shrubs “wall to wall” for insects and diseases. *Fertilize* all trees and shrubs and palms.

APRIL *Spray* all trees/palms and shrubs for insects and diseases as directed in the property report.

MAY *Spray* all trees/palms and shrubs for insects and diseases as directed in the property report.

JUNE *Spray* all trees and shrubs “wall to wall” for insects and diseases. *Fertilize* all trees and shrubs and palms.

AUGUST *Spray* all trees/palms and shrubs for insects and diseases as needed.

SEPTEMBER *Spray* all trees and shrubs “wall to wall” for insects and diseases.

OCTOBER *Spray* all trees/palms and shrubs for insects and diseases as needed. *Fertilize* all trees and shrubs and palms.

NOVEMBER *Spray* all trees/palms and shrubs for insects and diseases as directed in the property report.

DECEMBER *Spray* all trees/palms and shrubs for insects and diseases as directed in the property report.

Contractor shall apply according to manufacturer’s specification or recommendation 8-10-10 with all minor elements, 50% slow release azalea fertilizer on acid loving plants, 13-3-13 with all minor elements, 50% slow release shall be applied to remaining shrubs and trees. Citrus shall be fertilized with 8-10-10. Shrubs and trees shall be fertilized at the applied rate of 1.5 pounds of nitrogen per 1,000 square feet per application.

All palms shall be fertilized with a formulation made specifically for palms and 50% slow release. Additional nutrients shall be applied to any plant material, including trees, palms, etc. when deficiencies occur at no cost to OCCC. Fertilizers shall be applied to dry surfaces.

WARRANTY: If a plant, shrub or tree dies from insect or disease damage while under this tree/shrub/palm care program, it shall be replaced within seven (7) calendar days with one of equal value that is reasonably available.

**BID RESPONSE FORM
IFB #Y15-147-DG**

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.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED MONTHLY BID</u>	<u>x 12 =</u>	<u>ESTIMATED ANNUAL BID</u>	<u>X</u>	<u>3 YEARS</u>	<u>TOTAL EST. BID</u>
1.	Chemical Applications Services West Building	\$ _____	X 12 =	\$ _____	X	3 years	= \$ _____
2.	Chemical Applications Services North/South Building	\$ _____	X 12 =	\$ _____	X	3 years	= \$ _____
3.	Chemical Applications Services Destination Parkway	\$ _____	X 12 =	\$ _____	X	3 years	= \$ _____
4.	Chemical Applications Services Tradeshow Blvd.	\$ _____	X 12 =	\$ _____	X	3 years	= \$ _____
5.	Chemical Applications Services Freightway Blvd.	\$ _____	X 12 =	\$ _____	X	3 years	= \$ _____
6.	Chemical Applications Services Orangewood Lot	\$ _____	X 12 =	\$ _____	X	3 years	= \$ _____
7.	One-Time clean-up charge for bringing landscape up to standard Within 60 calendar days			\$ _____	X	1	= \$ _____

TOTAL ESTIMATED BID (ITEMS 1-7): \$ _____

Company Name

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

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

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

Bid Response Documents - The following documents constitute your bid:

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

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person: _____	
Telephone Number: _____	Cell Phone Number: _____
Residence Telephone Number: _____	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. Y15-147-DG

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y15-147-DG

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y15-147-DG, Landscape Management – Chemical Application at the Orange County Convention Center**, 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:	NAIC #
		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 ANY AUTO <input type="checkbox"/> 9. ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10. Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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	CANCELLATION
13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	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.

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

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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



Attachment #1

Integrated Pest Management, Erosion Control, and Landscape Management Plan

SECTION 1: SCOPE

This plan provides guidelines for protecting and enhancing the natural diversity of the Orange County Convention Center's North/South Building Site (OCCC), while also supporting high-performance building operations and developing synergies between the building and its environmental context. The project is located at 9899 International Drive, Orlando, FL. The Integrated Pest Management (IPM), Erosion Control, and Landscape Management Plan apply to the entire building and associated grounds.

SECTION 2: GOALS

Goals include minimizing the impact of site management practices on the local ecosystem and reducing exposure of occupants, staff, and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants. All practices and services must also comply with the with municipal regulations including the Orange County Fertilizer Management Ordinance [2009-26] passed October 6, 2009 to restrict use of nitrogen or phosphorus, as well to minimize pollution & runoff of harmful chemicals into stormwater systems, water bodies, and aquifers. Per the Orange County Ordinance, Landscape Management, Irrigation Management & Fertilizer Application, Contractors are required to attend the Green Industries Best Management Practices (GIBMP) educational program for Green Industry workers provided by UF-IFAS Florida-Friendly Landscaping™ program. Contractors & Service Providers are also required to attain the Commercial Applicator Certification at the end of the program and demonstrate compliance and adoption of the GIBMP Manual.

The Plan addresses environmental best practices for:

- Outdoor Integrated Pest Management & Pesticide Application (IPM)
- Erosion and Sedimentation Control during construction activities and daily operations
- Landscape Operations and Waste
- Fertilizer use

SECTION 3: RESPONSIBLE PARTIES

The OCCC Facility Maintenance Department, with support from the Facility Operations Manager and the following Facility Maintenance Staff, Assistant Operations Manager and Assistant Supervisors are responsible for developing and managing the implementation of the IPM, Erosion Control, and Landscape Management Plan. Contracts with pest and landscape management contractors and construction contractors shall include extensive language describing their role in implementing the building's plan. Contractors involved with various elements of the plan shall carry out their tasks according to their contracts and report all relevant activities to the responsible parties when required. To ensure an effective and coordinated effort, OCCC staff responsible for overseeing the plan shall review all proposed activities before implementation.

Function	Company Name	Primary Contact	Phone	Technical Contact	Phone
Indoor/Outdoor Pest Control	Massey Services	Richard Baker	407.432.0899	Tom Jarzynca	(321) 229-1610
Landscape Management	TBD	TBD	TBD	n/a	n/a
Fertilizer	TBD	TBD	TBD	TBD	TBD
Landscape Design	Horticulture Consultant	Larry Smith	407.491.9529	n/a	n/a
Erosion & Sedimentation	OCCC Capital Planning	Tim Groth	407.685.5705	n/a	n/a
Stormwater Maintenance	OCCC Facility Maintenance	Robert Foster	407.685.5644	n/a	n/a



Indoor/Outdoor Perimeter Pest Management	Massey Services Inc. (Contractor)	Richard Baker	407.432.0899	Tom Jarzynka	321-229-1610
Massey Contract Manager	OCCC Environmental Services	Pam Cavanaugh	407.685.5879	N/A	N/A
Policy Support	OCCC Sustainability	Melissa Boutwell	407.685.8009	N/A	N/A

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The Facility Maintenance Coordinator, Sustainability Coordinator and Designees will periodically evaluate effectiveness and compliance of this plan by providing an annual report to the Facility Operations Manager, which includes an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of policy implementation.

As delegated in Section 3, OCCC Facility Operations Department shall review all proposed all activities before implementation to ensure effectiveness and compliance with this policy. Additionally, OCCC Facility Operations Department will communicate strategies and criteria with personnel and contractors, conduct inspections and evaluations, and annually review all practices and products to identify opportunities for improvement and expansion of grounds maintenance practices.

Contractors involved in this plan shall submit all information about proposed practices to the Facility Operations Manager or his designee her through detailed contractual language or addenda/memorandum that establishes protocol(s) that will be used onsite. Upon reviewing proposed activities, the responsible parties shall determine compliance with the plan.

Violations and Non-Compliant practices will be addressed in the same manner as stated in the Orange County Fertilizer Management Ordinance [2009-26] and Florida Department of Environmental Protection (FDEP) Stormwater Plan

SECTION 5: PERFORMANCE METRIC

This plan along with Orange County's National Pollutant Discharge Elimination System (NPDES) permit, Stormwater Pollution Prevention Guidelines, and GIBMP educational program govern all components of E&S control at the project building and site. The practices identified in this plan shall be wholly adopted and used in 100% of the construction and routine site maintenance/operations scenarios at OCCC.

SECTION 6: IPM STRATEGIES AND PRACTICES

Additional best practices and procedures implemented at the OCCC by staff and associated contractors appear on page 8 of this document.

a. Integrated Methods

OCCC requires Pest Prevention Programs that combine knowledge of pest behavior and biology with thorough inspections of the service environment to create service plans that are custom to the current needs. Inspections must include identifying conditions that are conducive to pest activity, the true sources of pest activity, and the avenues of pest entry from the true source into the service environment. Population monitoring, physical removal of the pest(s), trapping, sanitation recommendations, structural modifications and exclusionary steps must be considered prior to making material (pesticide) applications. Continued monitoring and trend analysis must be utilized to resolve ongoing or repeat pest occurrences.

As calls for pests reports are logged, Environmental Services staff shall survey the area of the report and upon routine visit, the Contractor shall review service log and call log for identification of report and history. Contractor shall always investigate area of report, identify issues, and notify Environmental services supervisor prior to performing work. No application of pesticides shall take place unless approved by OCCC Environmental Services.



Following integrated methods and pest prevention service methods below is the inspection criteria that must be used by contractors during routine service visits. Contractor shall report findings regarding:

Conditions conducive to pests

- Excess moisture/standing water/ water leaks
- Sanitation deficiencies/ food debris present
- Storage practices favor pest development
- Structural gaps or access noted
- Lighting attracting pest to structure

Avenues of pest access

- Ornamental plants touching structure
- Caulking/sealing/screening required
- Air doors absent or non-functional
- Windows/doors left open
- Weather-strips/thresholds/doors weeps worn

Sources causing pests to develop

- Waste compactor area needs cleaning
- Floor drains needs attention
- Beverage tap areas need attention
- Sanitation deficiencies/Food debris present
- Debris outside

b. Least-Toxic Pesticides

When monitoring and investigation activities above reveal a need for the use of pest controls, appropriate control options will be evaluated, and the least-toxic option likely to be effective will be employed. These guidelines also apply to any pesticide product, other than rodent bait, which is applied in a self-contained, enclosed bait station that is neither visible nor accessible. Contractors shall report changes or updates to the approved list of chemicals and the MSDS files located at Environmental Services. Least-toxic pesticides as defined by the City of San Francisco's Pesticide Hazard Screening List are recommended for use during times of need and any products that fall outside those classifications must be submitted for approval to the Environmental Services Supervisor and Sustainability Coordinator prior to use.

c. Universal Notification

The OCCC has adopted a pest reporting program which allows occupants to call OCCC Environmental Services dispatch and report any presence of unwanted pests. OCCC Environmental Services will act according to the standards set forth in the above and investigate the situation before any pesticide application is made or contractor technician is called. In addition, the OCCC universal notification system in place enables occupants and staff, and especially high-risk occupants such as children, pregnant women and the elderly, to modify their work plans, work days, work locations based on pesticide use at the building. This strategy requires the OCCC to notify building occupants at least 72 hours in advance of a pesticide application under normal circumstances and no more than 24 hours after an emergency application through posted signs or other means of reaching 100 percent of occupants potentially affected. This notification must be exercised if a pesticide, other than a least-toxic pesticide as defined above, must be applied on site. Notification must include the following:

- Pesticide product name; Active ingredient; Product label signal word (e.g., "caution", "danger"); Time and location of application; Contact information for persons seeking more information.

d. Emergency Conditions



In the event of an emergency, pesticides may be applied at the OCCC without complying with the earlier stipulations for use of integrated and least-toxic methods. In this event, notice must be given to the OCCC Environmental Services Supervisor. OCCC Environmental Services shall alert and inform any occupants that might be affected directly or indirectly before application and again after application for 24 hours. OCCC Environmental services supervisor shall keep record of such situations as to document the OCCC’s ongoing compliance with the IPM Plan. Emergencies are defined as those that would immediately and directly impact the health of occupants (guests and staff) and/or impede the operation of the facility or portion off as intended or contractually obligated.

e. Recordkeeping

Recordkeeping is required to demonstrate ongoing compliance with the IPM plan. All applications of pesticides (include least-toxic options) shall be logged. The pesticide application log shall include the following information:

Universal Notification to Occupants

Date	Location
Time	Target Pest
Method	Pesticide Trade Name
Pesticide Application Date and Time	Pesticide Active Ingredient
Application Manager	EPA Registration Number
	Least-toxic status (Y/N)

SECTION 7: EROSION AND SEDIMENTATION CONTROL

OCCC’s goal is to protect water and air quality through prevention of soil erosion and sedimentation. Meeting erosion and sedimentation (E&S) objectives includes the establishment of E&S control plans during any infrastructure repairs or other construction activities that result in ground disturbance, as well as ongoing maintenance of the facility’s site to prevent soil erosion and sediment transfer.

a. During Construction Activities

All construction activities affecting soil disturbance greater than 1 Acre shall have E&S control provisions included the specifications and drawings. These provisions shall include all state, local, and federally applicable regulations as deemed appropriate by the engineer of record. Some of these provisions are referred in this next section as well as at the end of this document.

All construction projects must comply with the minimum requirements set by 2003 EPA Construction General Permit, but more importantly the Florida Department of Environmental Protection (FDEP) 2009 Construction Generic Permit. The conditions of that permit meet and exceed the EPA requirements. If EPA’s proposed amendments scheduled in 2011 pass, once again, FDEPs version will meet and exceed those requirements – particularly the turbidity levels. Additionally, within Orange County’s NPDES Permit there are local requirements to be aware of and must comply that can be viewed within the OC EPD NPDES Permit Guidelines referred to at the end of this document. Finally, project team must also follow OCCC Construction Stormwater Prevention Plan that is site specific and modeled after FDEP guidelines.

b. During Routine Site Maintenance and Operations

The stormwater ongoing maintenance audits and frequencies are designed to align with the LEED SSc6 Stormwater Management credit criteria as well as Orange County Environmental Protection Division and State of Florida best practices for maintenance of stormwater systems. The Facility Operations department shall retain stormwater management auditor certifications for at least one staff member and host occasional training programs sponsored by the Orange County NPDES team. In-house audits of systems take place biannually and Orange County Compliance biennially.

The site has the following existing controls for erosion and sedimentation control and stormwater management:

- Dry and Wet: Bottom Swales, Retention Ponds, Detention ponds



- Biofiltering via aquatic Plants
- Strict State and County regulations and requirements. (referred above)
- Memorandums of Understanding with existing contractors communicating efforts and regulations.
-

When deteriorated conditions compromise the efficacy of existing controls, the methods listed in the construction specification apply to the operations and maintenance work.

During significant weather events, soil and organic debris can build up in stormwater drainage systems; routine inspections and maintenance facilitate a fast response to erosion issues and limit the harmful environmental impacts of erosion and sedimentation. A regular inspection of existing controls shall be performed and logged to ensure that deficiencies are identified and remedied. This includes an annual inspection of the controls listed above, as well as more frequent inspection of the following:

- Inspection for standing water and drainage problems following major rainfall events
- Semi-annual inspection and cleaning of roof drains
- Inspection of storm sewers after major rainfall for evidence of sedimentation
- Please refer to the OCCG Stormwater Operations and Maintenance Annual Inspection.

c. Washing of Vehicles - Environmental Regulations

The washing of vehicles for display purposes is prohibited within any OCCG interior location or OCCG paved exterior location (parking lot or road). Runoff water from vehicle washing must not enter any area storm drains, which are located within close proximity to OCCG paved roadways and dock basins. Vehicle washing is only permitted on designated grassy area, where water runoff can filter through the ground, per local environmental standards.

SECTION 8: LANDSCAPE MAINTENANCE PRACTICES

a. Landscape Waste

All non-infested landscaped waste shall be diverted from landfill, both to minimize the amount of waste sent to landfills and to create compost, soil amendments or mulch. Contractor shall be responsible for proper sorting and delivery to mulching or compost facility. Grass clippings, small leaves and light pruning debris shall be returned into lawn areas on site and large tree debris or diseased plant material should be collected and hauled offsite for proper disposal or mulching.

b. Performance Metric

The practices identified in this plan shall be wholly adopted and used in ALL landscape management activities at OCCG. Contractors shall report diversion metrics on a quarterly basis to OCCG Facility Operations Manager or his designee. This report must show compliance of the 100% diversion threshold through mulching/compost and waste metrics by weight per month. The Facility Operations Manager or his designee shall perform continuous monitoring of this activity.

c. Practices to optimize landscape waste

- Landscape Management and Tree Removal Contractor shall collect landscape waste, including, but not limited to, leaves, cut vines, and pruned branches. Waste shall be brought to an off-site facility for mulching and composting.
 - Contractor will leave clippings on turf areas to recycle nutrients and will distribute large clumps of clippings by blowing or by collecting and removing them.
 - Clippings shall NOT be blown into impervious surfaces including: parking lots, other built up areas, gutters or stormwater drains.
 - In the case of fungal disease outbreaks, contractor will collect clippings until the disease is undetectable.

d. Practices to optimize landscape maintenance



- Crew leaders and management staff are trained and certified in the Green Industries Best Management Practices
- Contractors shall demonstrate compliance and adoption of FL-DEP GI-BMP manual
- Contractors shall provide ongoing technical contributions to FL-DEP GI-BMP manual and training program
- Contractors shall not mow wet turf to prevent spread of disease and fungus, and clippings can clog the machine.
- When feasible, use mulches made from environmentally friendly sources or recycled materials.
- Contractors shall not pile mulch against a tree or around the bases to prevent crown and root rot. Maintain a 2"-3" depth of mulch after settling.
- Contractors shall not direct clippings into bodies of water or onto impervious surfaces. Remove any clippings that are blown onto sidewalks, driveways, and other impervious areas.
- Clippings discharge shoots shall point away from any water bodies or stormwater drains.
- Contractors shall avoid mechanical damage to trees and shrubs from string trimmers, mowers, and other equipment by using equipment only when necessary.
- Contractors shall only mix fuel/oil at offsite warehouse and may refuel only when necessary using drop cloths and spill proof containers.
- Contractors shall inspect all equipment weekly and all fleet monthly for leaks or emissions.
- If spill occurs, contractor shall use on board spill kit, and other dry practices such as cat litter.

e. Native and Florida Friendly Plants

OCCC is committed to reducing irrigation water use on the management controlled landscaped areas. In support of that, the site uses 100% reclaimed water for irrigation and utilizes native or Florida friendly plant species that are well-suited for the local climate and require minimal irrigation, fertilization, and maintenance. These plantings are integrated into the site landscape when new plantings are installed or reseeding occurs.

The OCCC has approved plantings designated by the following reputable resources and organizations based on the USDA Hardiness Zone 9B Florida. Contractors must refer to the databases and lists within the below websites regarding any re-landscaping or new plantings onsite. Sections of the site that fall out of management scope must abide by the International Drive Improvement District Landscaping Standards.

- Florida Native Plant Society – Native Planting Database
http://www.fnps.org/pages/plants/plants_by_county.php?county=OSCEOLA
- FDEP and UF-IFAS Florida Yards Program <http://www.floridayards.org/fyplants/index.php>
- The Lady Bird Johnson Wildflower Center, The University of Texas at Austin: Native Plant Database
<http://www.wildflower.org/plants/>

SECTION 9: FERTILIZER USE

All fertilizer application shall be compliant with municipal regulations including the Orange County Fertilizer Management Ordinance [2009-26] passed October 6, 2009 to restrict use of nitrogen or phosphorus, as well to minimize pollution & runoff of harmful chemicals into stormwater systems, water bodies, and aquifers. Application Contractor will find this ordinance attached to service contracts along with this plan.

Per the OC Ordinance, Application Contractor is required to attend the Green Industries Best Management Practices educational program for Green Industry workers (lawn-care and landscape maintenance professionals), provided by UF-IFAS Florida-Friendly Landscaping™ program and Florida Department of Environmental Protection (FL-DEP). Contractors & Service Providers are also required to attain the Commercial Applicator Certification at the end of the program.

Fertilizer use shall be kept to a minimum in effort to prevent pollution and runoff in local ponds and streams. Only phosphate free and non-carcinogenic fertilizers from the approved chemical list below shall be applied on the grounds. Application Contractor shall assume responsibility for administering the application of fertilizer on the building grounds. Contractor will work with OCCC Facility Maintenance staff to optimize.

a. Performance Metric



The practices listed below will be implemented. If 100% adoption of the practice is not met, the performance metrics indicated will be used to gauge performance against the implementation target. The performance metrics and implementation targets for each element are compiled in the following table and described in the sections following.

b. Compliance with County Ordinance

The following “highlights” are excerpts from Orange County Fertilizer Management Ordinance [2009-26] and must be complied with at all times. Application Contractor must be familiar with scope and refer to the ordinance language for explanation. Refer to source document for full scope.

Section 15-803. Weather and Seasonal Restrictions

- No fertilizer containing nitrogen shall be applied to turf unless at least fifty (50) percent of its nitrogen content is slow release as indicated on the Guaranteed Analysis label, with no more than one pound (lb.) total nitrogen per 1,000 square feet of area per application.
- No fertilizer containing nitrogen or phosphorus shall be applied to turf during severe thunderstorm, flood tropical storm, and hurricane warnings, watch or advisories:

Section 15-804. Fertilizer Content; Application Rate

- No fertilizer containing phosphorus shall be applied to turf. Provided, however, where phosphorus deficiency has been demonstrated in the soil underlying the turf by a soil analysis test performed by a State of Florida-certified laboratory

Section 15-805. Fertilizer-Free Zones

- No fertilizer shall be applied within ten (10) feet of any lake, pond, stream, water body, water course, wetland or canal.
- No fertilizer shall be deposited, washed, swept, or blown off – intentionally or inadvertently – onto any impervious surface, public right-of-way, public property, stormwater drain, ditch, conveyance, or water body

Section 15-806. Mode of Application.

- Broadcast spreaders applying fertilizers must be equipped with deflector shields positioned to deflect fertilizer from all impervious surfaces, rights-of-way, stormwater drains, ditches, conveyances, and water bodies.

Section 15-807. Grass Clippings and Vegetative Material/Debris.

- Grass clippings and/or vegetative material/debris shall not be deposited, washed, swept, or blown off – intentionally or inadvertently – onto any impervious surface, public right-of-way, stormwater drain, ditch, conveyance, or water body.

Section 15-809. Commercial Training Requirement-Proof of Compliance.

- References Green Industries Best Management Practices educational program for Green Industry workers

c. Practices to Optimize Fertilizer Use

OCCC considers the following practices as best practices for Landscape and Fertilizer contractors and expects them to perform and report on their efforts.

Contractor Certification & Initiatives

- Front line applicators are certified in the Green Industries Best Management Practices)
- Contractors shall demonstrate compliance and adoption of FL-DEP GI-BMP manual
- Contractors shall provide ongoing technical contributions to FL-DEP GI-BMP manual and training program.
- Contractors shall be Certified Statewide Instructors and education providers of the GI-BMP program
- Contractors shall be active partners in the EPA PESP program (Pesticide Environmental Stewardship Program).

Fertilizer Products & Chemicals

- Contractors shall minimize the use of chemical applications and use best judgment of when deemed necessary.
- Contractors shall prohibit chemical use containing nitrogen, high phosphorus, probable carcinogens and sensitizers that could easily move into groundwater



- Contractors shall use of 100% Phosphorous free chemicals and only apply phosphorus when a soil test dictates the need.
- Contractors shall consider using low-phosphorus organic fertilizers when feasible, however to not violate the phosphorus guidelines in the Orange County Ordinance. Many organic fertilizers contain high levels of phosphorus and would violate the Orange County Fertilizer Management Ordinance [2009-26] referred to above.
- Contractors shall minimize spills by mixing and loading concentrates at off-site central distribution center by a trained mixer/loader following a precise fill chart developed by Regional Technical manager.

Applicator Equipment - Shrubs, palms, and groundcover

- Contractor liquid spray equipment shall be configured to deliver large spray droplets to minimize drift. Equipment shall have dual line injection system which allows applying pesticides only when a pest is present or there is a history of pests.
- Granular products shall be applied with a rotary spreader with a deflector shield to keep products off of driveways, sidewalks, and other impervious surfaces.
- Contractor equipment fleet shall have an on-demand injection system to reduce the use of pre-mixtures of pesticides.

LANDSCAPE AND FERTILIZER BMPs METRICS

OCCC Current Contractor's (TBD) have implemented the following best practices and have been included as a reference to their current service contract.

Function	Site Management Products/Materials	Performance Metric	Implementation Target
Fertilizer	Prohibited Fertilizer Products	% of chemicals compliant with prohibited chemicals list, no phosphorus, probable carcinogens, sensitizers, nitrogen	100 % Complete Adoption
Fertilizer	Liquid Spray Equipment	% of equipment designed to deliver large droplets	100 % Complete Adoption
Fertilizer	Liquid Spray Equipment	% of equipment with on-demand injection system to reduce the use of pre-mixtures of pesticides.	100 % Complete Adoption
Fertilizer	Granular Rotary Spread Equip.	% of equipment with deflector shields	100 % Complete Adoption
Fertilizer	Applicator Staff Certification	% of on-site Staff certified under Green Industries Best Management Practices	100 % Complete Adoption
Fertilizer	Fertilizer Free Areas	No applications within 10 feet of a body of water.	100 % Complete Adoption
Fertilizer	Fertilizer Free Areas	No Fertilizer deposited, washed, swept, or blown off onto any impervious surface, stormwater drain, ditch, conveyance, or water body	100 % Complete Adoption
Landscape	Grass Clippings and Vegetative Material/Debris	No Debris deposited, washed, swept, or blown off onto any impervious surface, stormwater drain, ditch, conveyance, or water body	100 % Complete Adoption
Landscape	Manual Weeding and Pruning	Manual methods prior to mowing and ornamental plant maintenance.	100 % Complete Adoption
Landscape	Native & Florida Friendly Plantings	% of Managed Landscaped Areas	100 % Complete Adoption
Landscape	Returning loose clippings	% of returned or mulched grass clippings, small leaves and light pruning debris into lawn areas	100 % Complete Adoption
Landscape	Material/Debris Diversion	% of quarterly landscape waste and debris diverted from landfill	100 % Complete Adoption



Landscape	Onsite Fuel spill prevention	80% Offsite fuel mixing and filling	80% of the time
Landscape	Litter removal	100% removal of litter around entire site	100% of the time

INTEGRATED PEST MANAGEMENT BMP'S METRICS

OCCC Contractor (Massey Service) has implemented the following best practices and has been included as a reference to their current service contract. Relevant BMPs have been implemented by OCCC Staff internally. Future contracts and contractors must provide a similar list of best practices such as these listed below.

CHEMICAL STORAGE PRACTICES	
Storage Areas	Pest Management Contractor shall not store materials or equipment at the OCCC. All materials to be used at OCCC must be stored and locked in the Technician's service vehicle.
Labels	No Onsite Storage: All Chemicals must be properly Labeled
Product Information	No Onsite Storage: All Chemicals must have accompanying MSDS
Signage	No Onsite Storage: Contractor responsible for chemical storage off-site

CHEMICAL PREPARATION & HANDLING PRACTICES	
Choosing Chemicals	Contractor is responsible for choosing pesticides/herbicides that are least toxic and best meets the pest control needs. As new pest pressure is discovered additional species specific materials may be utilized in addressing those specific pest issues. As stated before, all new chemicals must meet detailed criteria and require approval from OCCC Environmental Services.
Mixing Chemicals	<ul style="list-style-type: none"> ▪ Contractor shall not mix chemicals at OCCC. Mixing and loading of concentrates must be performed at Contractor's central distribution facility by trained mixer/loader following a precise fill chart developed by Regional Technical manager. ▪ Many materials, particularly pest baits, used by Contractor are in a ready to use form and do not require mixing or preparation. ▪ All other materials are mixed in accordance with each product's specific label instructions. Prior to mixing the Technician is to review the label instructions and then mix the appropriate amount of material.
Health Precautions	<ul style="list-style-type: none"> ▪ Pest control contractor is responsible for providing staff with training in the use of the necessary equipment and protective clothing including long sleeves and pants, protective gloves and are required to wear socks and leather shoes. ▪ Proper health surveillance must be available to all those working with pesticides and herbicides. ▪ Clear hazard signage is displayed during and after application for site visitors and staff applications.
Chemical Transport	Pest control contractor will transport chemicals in a safe manner in labeled containers to prevent contamination of soil and water sources.

CHEMICAL APPLICATION PRACTICES	
Contractor Qualifications	<ul style="list-style-type: none"> ▪ If pesticides are required, the IPM specialist shall communicate with OCCC to determine the best product and application in accordance with notification & approval requirements. ▪ Front line applicators must be certified in the Green Industries Best Management Practices (GI-BMP) provided by UF-IFAS Florida-Friendly Landscaping™ program and Florida Department of Environmental Protection (FL-DEP). Contractors & Service Providers are also required to attain the Commercial Applicator Certification at the end of the program.



Contractor Training	Contractor shall have at least 3 Technical and Training Directors who oversee the development of service protocols and evaluation of the materials included in the programs. This team shall be supported by a field training Team who actively participate in the training of the Service Team Members and reinforcement of Pest Prevention Principals.
User Safety	<ul style="list-style-type: none"> ▪ Contractor is responsible for ensuring that work area is well-ventilated when handling chemicals and products. ▪ Users must be familiar with the effects on the body of the chemicals they are likely to be using, and how the chemicals may enter the body. ▪ Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work if they are feeling ill and seek medical advice. ▪ Contractor is responsible for training all personnel in the safe use and application of chemicals and in first-aid application in case of contamination.
Limited Access	<ul style="list-style-type: none"> ▪ The area of application must be clearly marked, and unnecessary access prevented while spraying is in progress. ▪ Building occupants must be informed of any pest-control management systems. When application or spraying is in progress, they must be warned of this activity and kept away from the area in which it is taking place. Universal Notification protocols detailed above must be implemented at all times. ▪ Control the reentry of people into the treated area.
Equipment	Contractor must ensure that equipment is frequently checked and properly maintained, both for health and safety reasons and to minimize spray drift.
Weather/Time Restrictions	<ul style="list-style-type: none"> ▪ Spraying must not be carried out in unsuitable weather and when wind speeds are high enough to affect sprayers and other liquid products. ▪ Hours of work must be approved by Facility Operations and must not take place during show/event days when the building is occupied by visitors.
Species Considerations	<ul style="list-style-type: none"> ▪ Time the treatment to coincide with the presence of the pest. ▪ Use a selective least-toxic chemical that has the least effect on non-target species and treat only the area affected.

CHEMICAL DISPOSAL PRACTICES

Conditions of Disposal	Contractor utilizes materials in ready to use form. Other products are mixed as required in volumes appropriate for the current need. Empty ready to use containers and bulk containers are disposed of according to label specifications at the Contractor's facility. Pest control contractor will, at all times, keep the premises free of the accumulation of waste materials, including broken/damaged traps, carcasses, or debris caused by its operations. Contractor shall ensure proper disposal of all chemicals and effluent to ensure health and safety of people and environment
General Guidelines	<ul style="list-style-type: none"> ▪ Contractor will always follow the manufacturer's and/or supplier's instructions even when disposing of empty containers. ▪ Contractor is discouraged from incinerating or landfilling pesticides and herbicides. ▪ Contractor is responsible for removing all chemicals and effluent from OCCC site. No waste materials may be placed in OCCC waste bins.
Authorization	<ul style="list-style-type: none"> ▪ Contractor is responsible to use an authorized waste-disposal contractor and an authorized disposal site.

BASIC VEGETATION PEST CONTROL PRACTICES

Maintenance	<ul style="list-style-type: none"> ▪ Keep the building grounds well-maintained and free of debris at all times. ▪ Maintenance personnel shall apply mulch to plant beds, warding off weeds and other pests. ▪ Contractors shall notify staff and landscape supervisor of activity.
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Plantings	<ul style="list-style-type: none"> Plant at the right time and in the right places. Seedlings must not be planted too early, nor located in unsuitable conditions. Avoid monocultures by mixing plant species in gardens.
Manual Controls	<ul style="list-style-type: none"> Garden areas and ornamental landscaping shall be hand weeded and chemical control shall be kept to a minimum. This measure prevents human and environmental exposure to hazardous chemicals. Contractor is to not use any powered equipment near entrances or right of ways while the building is occupied for a show.
Chemical Controls	<ul style="list-style-type: none"> When chemical use is necessary, replace hazardous substances with least-toxic chemicals as defined by the 2007 San Francisco Reduced-Risk Pesticide List
Inspection Schedule and Location	<ul style="list-style-type: none"> Contractor is to not perform any work or have staff present near entrances or right of ways while the building is occupied for a show or event.

BASIC ANIMAL PEST CONTROL PRACTICES

Site/Building Cleanliness	<ul style="list-style-type: none"> Keep dock areas clean, free of odors and covered at all times. Sanitation measures reduce habitat and food sources for pests. Keep areas around North Dock 7 and South Dock 8 near kitchen waste compactor free of spillage or garbage to prevent the collection of trash or debris on the ground around or underneath the containers. Keep grounds free of high weeds, trash, old equipment and debris, as these conditions create ideal harborage for rodents.
Structural Integrity	<ul style="list-style-type: none"> Maintain the building exterior in good repair with no holes or openings larger than ¼ inch including, but is not limited to, windows, doors, fans, vents, etc. Structural repairs prevent pests from entering the building. Address any deficiencies in the building exterior with corrective measures, i.e., cementing, screening, caulking, installing stripping on door bases, etc. Maintain door sweeps on all applicable doors to produce a good seal to the ground.
Inspection Schedule and Location	<ul style="list-style-type: none"> Food & Beverage/Kitchen areas and all adjacent areas will be inspected weekly All freight elevators will be serviced weekly Exhibit space, meeting rooms, public elevators, public areas and offices will be serviced monthly. Treatment shall be arranged with OCCC's and OCCC's Food & Beverage contractor's representative so as not to interrupt business schedule or normal routines or departments.

SPECIES-SPECIFIC ANIMAL CONTROL STRATEGIES

Ants	Control Strategies are described in the attachment titled "Massey Services-Ant Service Protocols"
Aphids	Use a branded lure that simulates the scent of aphids and attracts ladybugs and lacewings to the area
Cockroaches	Control Strategies are described in the attachment titled "Massey Services-German Roach Treatment Protocol"
Flies	<ul style="list-style-type: none"> Collection of waste and residues should be carried out on a daily basis and compactor pick up schedule at least 3 times per week even during no show periods. EVS staff is to keep dock and garbage compactor areas clean to avoid providing flies with breeding grounds Ultra-violet (UV) fly killing equipment are only located at all kitchen outdoor dock entrances, sporadically throughout dock bays and doors to the inside. Natural chemical treatments include pyrethrum extracted from the Chrysanthemum cinerariaefolium plant that can be used in kitchens and restaurants.
Mosquitoes	<ul style="list-style-type: none"> Landscaping contractors shall clear debris from gutters and drains to ensure there is no standing water after rain and drain unused pools or fountains so that the water cannot become stagnant.



	<ul style="list-style-type: none"> ▪ Stormwater Contractors shall survey the site for any areas that need to drain or fill depressions, mud flats, and other areas that might hold water. ▪ Avoid over-irrigating lawns and gardens, and keep weeds and grass well-clipped. ▪ Sanitation consulting, harborage removal and exclusionary service/consulting no preventive applications are made for these pests. ▪ From an interior perspective these pests are only going to be present when food and harborage, Sources, allow their development. ▪ Corrective actions would focus in removal of the Conditions contributing to the presence of the pests, physical population reduction when possible, disposal of contaminated items and when required as little of the most appropriate control material as possible.
Rodents	Control Strategies are described in the attachment titled “Massey Services-Rodent Protocol”
Wasps and Hornets	Wasp control is provided on an as needed basis. Most wasp species in Florida build small nesting points from masticated organics and saliva which creates a paper machete type material. These nests are easily knocked off with a brush on a pole. When nests become large or the wasp species is very aggressive, such as yellow jackets, corrective services would be provided in the early evening with the Technician dressed in protective gear. Vacuums are used to reduce the population as far as possible and complete the task with a contact control product BASF Wasp Freeze.

REFERENCES

1. Orange County Fertilizer Management Ordinance [2009-26] passed October 6, 2009
2. Florida Department of Environmental Protection (FDEP) Stormwater Plan
3. EPA 2003 Construction General Permit: <http://cfpub.epa.gov/npdes/stormwater/swppp.cfm>
4. FLDEP 2009 Construction Generic Permit: <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>
5. Orange County Environmental Protection Division NPDES Permit Guidelines:
6. <http://www.orangecountyfl.net/YourLocalGovernment/CountyDepartments/CommunityandEnvironmentalServices/EnvironmentalProtectionDivision/Sections/LandandWaterResources/ForContractorsandFacilityManagers.aspx>
7. OCCC Construction Stormwater Plan
8. OCCC Stormwater Operations and Maintenance Annual Inspection Checklist.
9. UF-IFAS Green Industries Best Management Practices Educational Program http://fyn.ifas.ufl.edu/professionals/BMP_overview.htm
10. UF-IFAS Green Industries Best Management Practices Training <https://gibmp.ifas.ufl.edu/>
11. Florida Native Plant Society – Native Planting Database http://www.fnps.org/pages/plants/plants_by_county.php?county=OSCEOLA
12. FDEP and UF-IFAS Florida Yards Florida Yards Program <http://www.floridayards.org/fyplants/index.php>
13. The Lady Bird Johnson Wildflower Center, The University of Texas at Austin: Native Plant Database <http://www.wildflower.org/plants/>
14. Least-toxic pesticides are defined by: City of San Francisco’s Hazard Tier 3 criteria (least hazardous): www.up3project.org/documents/2007rpplbyaicomplete.pdf.



Orlando

**Orange County
Convention Center**

The Center of Hospitality,



PARKING PASS

**THIS PASS ALLOWS THE BEARER TO FREE PARKING
WHILE ATTENDING THE FOLLOWING EVENT:**

**Y15-147-DG: LANDSCAPE MANAGEMENT-CHEMICAL
APPLICATION - PREBID**

SOUTH BUILDING - SOUTH 231A LARGE CONFERENCE ROOM

VALID ONLY ON OCTOBER 14, 2014

FROM 1:00 P.M. TO 2:30 P.M.

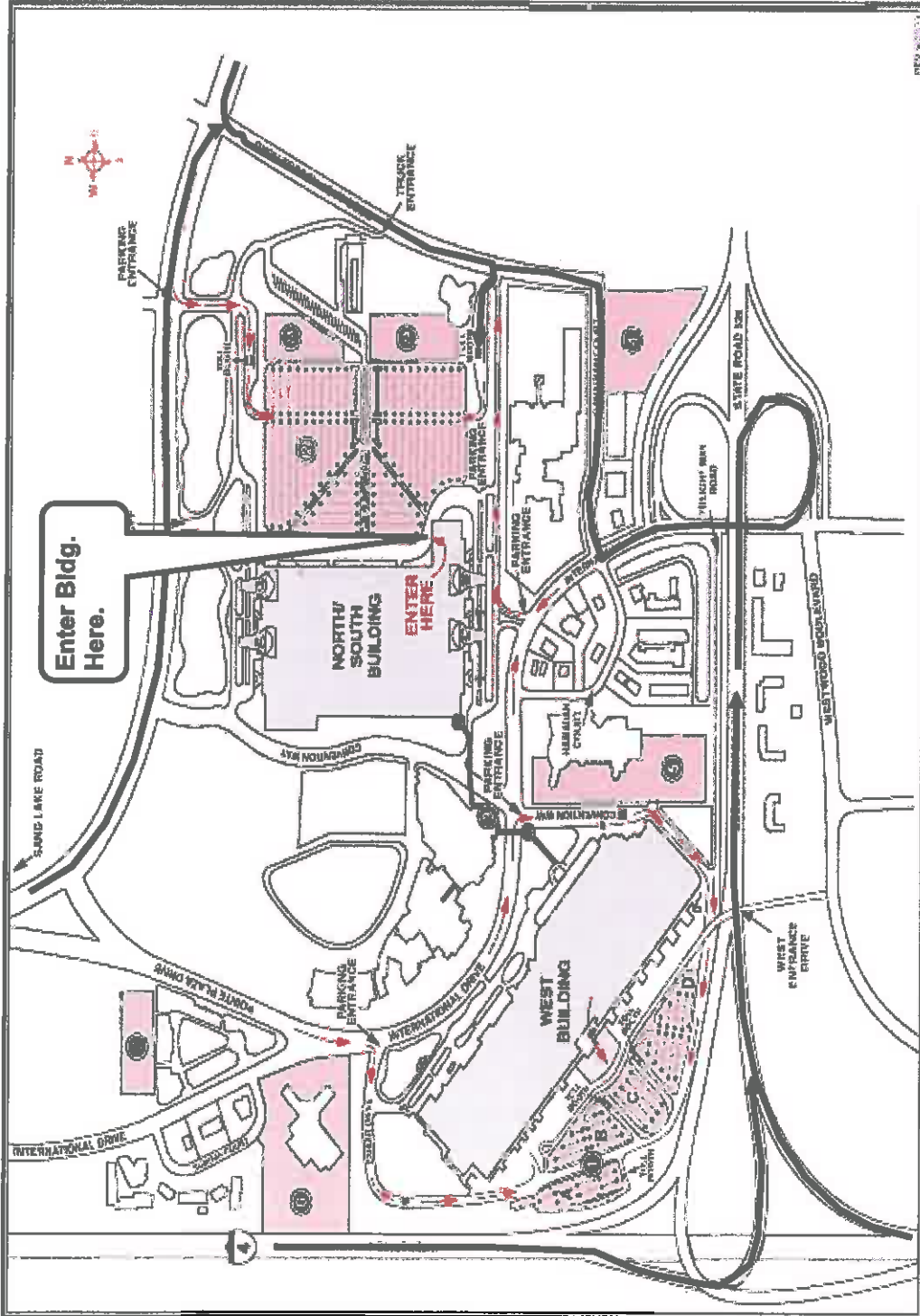
**PLEASE PLACE THIS ON THE DASH OF YOUR VEHICLE
AFTER PASSING THROUGH THE TOLL BOOTH.**



Orange
County
Convention
Center
Complex

From Bee Line via
Universal Blvd.

From Sandlake Rd.



From I-4: Exit onto the B-line, 528 East, toward the airport. Exit on the International Dr. exit and turn right onto International Drive. At the second traffic light, turn right onto Destination Parkway and follow it around to the rear of the N/S parking facility. Enter the parking lot (on your left) in the first set of Toll Booths (South side). Proceed to the side of the lot nearest the South end of the building. Enter the South end of the building at level 2. The conference room is located through the double doors immediately to your right (the sign above the doors state Convention Center Administration Annex).

From Bee Line West Bound: Exit onto Universal Boulevard and turn right (Northbound). Travel approximately 3/4 mile and turn left onto Tradeshow Blvd. and proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building. Enter the South end of the building at level 2. The conference room is located through the double doors immediately to your right (the sign above the doors state Convention Center Administration Annex).

From Sandlake Rd: Turn left on to Universal Boulevard and travel approximately 1 1/2 miles, past the new North/South Building, and turn right onto Tradeshow Blvd. Proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building. Enter the South end of the building at level 2. The conference room is located through the double doors immediately to your right (the sign above the doors state Convention Center Administration Annex).