

Issue Date: July 1, 2016

INVITATION FOR BIDS #Y16-1082-MR

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:

**TREE TRIMMING AND RELATED SERVICES FOR THE
ROADS AND DRAINAGE DIVISION
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, July 28, 2016**, 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 **Friday, July 15, 2016 at 2:00 pm**, at **Public Works, 4200 John Young Parkway, Room 317, Orlando, Florida**. Attendance is not mandatory but is encouraged.

Carrie Woodell, MPA, CPPO, CFCM, C.P.M.
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 Melisa Rivera, Senior Purchasing Agent at Melisa.Rivera@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 Melisa.Rivera@ocfl.net, no later than 5:00 PM Wednesday, July 20, 2016 to the attention of Melisa Rivera, 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 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 will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

1. **Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**
2. **If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

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 all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

By submission of a 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.

39. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

40. PUBLIC RECORDS COMPLIANCE

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Teresa Miller, Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
Teresa.Miller@ocfl.net**

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE

All interested parties are invited to attend a **Non-Mandatory Pre-Bid Conference** on **Friday, July 15, 2016 commencing at 2:00 pm at the Public Works Complex, 4200 S. John Young Parkway, Orlando, FL., Room 317. The meeting will begin promptly at the time listed above.**

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

2. QUALIFICATION OF BIDDERS

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

- A. The Bidder shall submit with the bid a listing of specific tree trimming contracts successfully performed by the Bidder as the prime Contractor. These contracts must be comparable and verifiable with location, dates of contract, total amount of work completed per year, dollar amount for services per year, names, addresses, email addresses and telephone numbers of owners within the last three (3) years as described in contract documents. Details of activities performed as part of the contracts must be specified in the reference form.
- B. Submit proof, in the form of an occupational license that shows that the principal place of business, storage area, and all associated equipment is located physically within a 60 mile radius from Orange County Administration Building, 201 Rosalind Avenue, Orlando, Florida 32801. The Bidder shall ensure that sites are locations legally zoned for the operations. Bidders that do not list an appropriately zoned and permitted location will be considered non-responsive.
- C. List of equipment to include make, model and year of specified equipment. (See paragraph 26 of the Scope of Services).
- D. List of management and supervisory personnel, including crew chiefs, by name and title, contemplated to perform the work. Include a brief description of each listed person's experience and training. (See paragraph 26 of the Scope of Services).
- E. All bidders, as part of their submittal, shall provide a detailed Management Plan. The Management Plan shall describe how the Bidder plans to utilize all available resources to fulfill the requirements of this contract. The Management Plan will assist in the evaluation of the Bidder's capability to handle multiple concurrent projects under this contract. (See paragraph 26 of the Scope of Services).

- F. The Contractor shall have an International Society of Arboriculture Certified Arborist on staff whose services may be requested as part of this contract. Certifications shall be supplied with the bid.

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

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

3. LICENSES AND PERMITS

Prior to furnishing the requested service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

4. 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.

5. MULTIPLE AWARD

The County reserves the right to make multiple awards based on the results of this bid. The County will award a primary contract to the lowest responsive, responsible Bidder. The Contractor agrees to provide job estimates based on bid rates within twenty-four (24) hours of request. The County will give the primary Contractor first opportunity to perform all available work. If the County, at its sole discretion, determines the primary Contractor cannot respond in time, an alternate Contractor may be contacted to perform the required work.

6. COMMENCEMENT/COMPLETION OF WORK

Commencement and completion of work is of the essence in the award of this Invitation for Bids.

For non-emergency projects, the County Representative will contact the contractor requesting a written work order for proposed projects. The work order shall include mutually agreed upon start date and a completion date. The projects shall be projected out two weeks to include required neighborhood notification of pending work.

For emergency projects, the contractor shall coordinate and work closely with the County Representative, maintaining open communication until the project is complete. The project shall be listed on the daily report on the next regular working day daily report and identified as an emergency project. A work order will be utilized at the site during the time of the emergency and signed by the contractor and the County representative.

Necessary personnel and equipment shall be made available twenty-four (24) hours per day, seven (7) days per week in case of emergency.

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

All work performed, unless authorized by the County's Project Manager, shall take place during normal working hours, between the hours of 7:00 A.M. and 3:30 P.M., Monday through Friday (to include Routine and Urgent work). When authorized by the County's Project Manager, emergency call-out services may take place between the hours of 3:31 P.M. and 6:59 A.M. Monday through Friday or on Saturdays, Sundays or County holidays (Emergency work).

7. SUBCONTRACTING

The County shall be notified prior to any work being performed by a subcontractor. All information regarding qualified personnel and sufficient equipment of a subcontractor shall be submitted prior to any work being performed by a subcontractor. The County reserves the right to reject a subcontractor if it is in the best interest of the County.

8. LIQUIDATED DAMAGES

Delivery orders shall be issued for all work to be performed under this contract. Liquidated damages in the amount of two hundred (\$200) dollars per each consecutive calendar day shall be assessed if one or more of the following conditions occur:

- A. The project is not finished by completion date as established in the delivery order or as authorized by the County's Representative. Liquidated damages shall start the first calendar day after the date the work was scheduled to be completed and shall continue for each consecutive calendar day thereafter including weekends and holidays until the project is satisfactorily completed and accepted.
- B. The Contractor does not correct deficient work within two (2) consecutive calendar days after notification from the County, unless otherwise authorized by the County's Representative. These liquidated damages shall start the third calendar day after notification of a deficiency and will continue for each consecutive calendar day thereafter including weekends and holidays until reported deficiencies are corrected per contract specifications.

If the amount of liquidated damages exceeds the amount of the invoice for a project, the balance of the liquidated damages will be taken from other invoices submitted by the Contractor until all liquidated damages assessed are recovered.

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. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

11. CODES AND REGULATIONS

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

12. PAYMENT

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

Orange County Public Works Department
Fiscal Administrative Services
4200 S. John Young Pkwy
Orlando, Florida
Phone (407) 836-7850

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.

13. DEBRIS

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

14. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

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

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

15. INSURANCE REQUIREMENTS

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

Insurance carriers providing coverage required herein 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 Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of 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 Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

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

By entering into this contract Contractor 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 Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then 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 Contractor shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide 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 Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. 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 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

16. 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.

17. 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.

18. 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.

19. EVALUATION OF OPTIONS

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

20. CONTRACT TERM – OPTION YEARS

The contract resulting from this solicitation shall extend for a period of one (1) year. The County may unilaterally renew the contract for the periods specified on the Bid Response Form for a cumulative total not to exceed three (3) years.

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

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

21. METHOD OF ORDERING

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

22. ATTACHMENTS

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

- A. Work Order Form Routine Response
- B. Work Order Form Urgent Response
- C. Work Order Form Emergency Response
- D. Work Order Form Storm/Adverse Weather Response

23. 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.

24. 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 contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors 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.

25. INDEFINITE QUANTITY CONTRACT

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

SCOPE OF SERVICES

1. All work under this contract shall be performed under the supervision of the Manager of the Orange County Roads & Drainage Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205.
2. The Contractor shall coordinate operations with the County's Representative. The Contractor shall verify that all work scheduled to be inspected is complete. The Contractor shall be responsible for the solution of any problems or discrepancies that may arise during the inspection process.
3. The Contractor shall institute a quality control plan for this contract, which shall be made available to the County for approval. The Contractor shall verify all quality control actions to the County's Representative as directed.
4. Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of the "Roadway and Traffic Design Standards" for Design, Construction, and Maintenance Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be ordered from F.D.O.T., Maps, and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County's Representative for approval, at least two (2) working days prior to start of work. IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES AND WILL REQUIRE PRIOR AUTHORIZATION BY COUNTY REPRESENTATIVE. The cost for maintenance of traffic shall be included in the unit price for the services requested.
5. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.
6. The Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.
7. A mandatory Pre-work Conference will be conducted by the County's Representative to ensure understanding and cooperation of all parties.

8. The County's Representative will be entitled at all times to be advised, upon request, of to the status and details of work being completed by the Contractor in the format required by the County. The Contractor shall maintain coordination with the County's Representative at all times in the course of performing this contract. To effectively communicate with County staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, blackberry, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.

The use of sub-Contractors does not relieve the Contractor from any other contract requirements. For example, any non-compliance to contract requirements by sub-contractors will be considered non-compliance by prime contractors.

Both the County and the Contractor may request and be granted a meeting upon request in a timely manner. The Contractor shall inform the County's Representative daily as to the locations to be worked and the areas completed the previous day.

9. **Routine Work:** Routine work shall take place between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. The County's Representative will contact the Contractor requesting a site meeting for new proposed projects. Within two (2) business days of notification, the Contractor and the County's Representative shall conduct a joint inspection of the proposed work area(s) and discuss the scope of the work to be accomplished. The Contractor within two (2) business days after the meeting shall submit detailed written estimate(s) of work to be performed to include an estimated performance period for the work to be accomplished.

Routine – Tree Removals/Stump Removals/Tree Root Grindings: The Contractor shall have ten (10) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by County Representative.

Routine – Tree Elevations/Tree Pruning: The Contractor shall have fifteen (15) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by County Representative.

Upon agreement of the scope and scheduled start/finish dates for the project(s), the written estimate(s) (Attachment A) shall be signed, dated by both parties. The Contractor's Representative shall immediately forward the signed document to the Roads & Drainage main office for the issuance of the delivery order(s). The Contractor shall complete all work (including stump grinding, clean up, etc.) within allotted time frame, unless otherwise authorized in writing by the County's Representative.

The Contractor shall make themselves available for field meetings with County's Representative and HOA Representatives as needed to discuss and agree on how tree elevations will be performed as it relates to aesthetic and symmetrical appearance of the trees.

The Contractor shall submit all Maintenance of Traffic (M.O.T.) plans to County Representative for approval prior to commencement of work.

The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the work. The County does not provide staging and/or storage areas. The Contractor shall acquire written approval to utilize any area for staging and/or storage from the property owner and submit that with a written request for utilization to the County for final approval. All areas disturbed shall be restored to original or better than conditions as part of the project within the allotted time frame on the delivery order.

The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the County's Representative. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.

There shall be no stumps remaining and the stump grinding scope of services shall be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a 12-inch depth, the Contractor shall cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the County's Representative before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed, the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area shall be cleaned to original or better condition before leaving site within the time period specified on the delivery order.

No routine work shall begin without a delivery order in hand. The signed work request does not constitute authorization to commence work, until a delivery order is issued. On occasion, due to a delay in the processing of the delivery order, it may be necessary to begin the work; the Roads & Drainage main office, with approval by senior management and the Procurement Division, shall provide written authorization to the Contractor to proceed with the work without the required delivery order.

- 10. Urgent Work:** Urgent work, as determined by the County's Representative, shall take place between the hours of 7:00 AM and 3:30 PM Monday through Friday. In the event of urgency, as declared by the County's Representative, the Contractor's Representative when requested shall be on site within one (1) hour of notification and have the equipment and personnel on site within two (2) hours after receiving the initial notification from the County. The Contractor shall coordinate and work closely with the County's Representative, maintaining open communication, until the project is complete. Upon agreement of the scope of services, a written estimate (Attachment B) shall be signed, dated by both parties on site. The Contractor's Representative shall immediately forward the signed document (same day, regardless of the time) for the issuance of the delivery order. The project shall be listed on the daily report on the next regular working day daily report and identified as an urgent project.

The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the urgency. The required equipment and personnel shall be working on site within one (1) hour after the Contractor's Representative has evaluated the urgency and determined what is required but no later than two (2) hours after the initial notification. All staging and storage areas shall be agreed to and shall be acceptable to the County's Representative prior to utilization.

The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the County's Representative. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball. There shall be no stumps remaining and the stump grinding scope of services shall be adhered to at all times unless site conditions prevent it.

Should there be any condition preventing the Contractor from grinding the stump to a twelve 12-inch depth, the Contractor shall cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the County's Representative before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed, the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area shall be cleaned to original or better condition before leaving site. All work associated with an urgent request (including stump grinding, clean up, etc.) shall be completed no later than two (2) business days after authorization from the County's Representative to start urgent operations, unless otherwise authorized in writing by the County's Representative. The Contractor shall not leave the area of an urgent project until the threat to the public and/or private property has been eliminated and the area secured.

- 11. Emergency Work:** Emergency work, as determined by the County's Representative, shall take place between the hours of 3:31 P.M. and 6:59 AM. Monday through Friday or twenty four (24) hours on Saturdays, Sundays or County holidays. The County's Representative will identify and authorize an emergency. In the event of an emergency, as declared by the County's Representative, the Contractor representative when requested shall be working on site within one (1) hour of notification, prepared upon arrival to perform work (such as removal of tree from an active roadway among others) and have all required equipment and personnel on site within two (2) hours after receiving the initial notification from the County for an emergency call out. The Contractor shall coordinate and work closely with the County's Representative, maintaining open communication until the project is complete. Upon agreement of the scope of services, a written estimate (Attachment C) shall be signed, dated by both parties on site. The Contractor's Representative shall immediately forward the signed document (same day, regardless of the time) for the issuance of the delivery order. The project shall be listed on the daily report on the next regular working day daily report and identified as an emergency project.

The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the emergency. The required equipment and personnel shall be on site within one (1) hour after the Contractor's Representative has evaluated the emergency and determined what is required. All staging and storage areas shall be agreed to and shall be acceptable to the County's Representative prior to utilization.

The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the County's Representative. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.

There will be no stumps remaining and the stump grinding scope of services will be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a twelve (12) inch depth, the Contractor shall cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the County's Representative before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed, the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area shall be cleaned to original or better condition before leaving site.

All work associated with an emergency request (including stump grinding, clean up, etc.) shall be completed no later than two (2) business days after authorization from the County's Representative to start emergency operations, unless otherwise authorized in writing by the County's Representative. The Contractor shall not leave the area of an emergency project until the threat to the public and/or private property has been eliminated and the area secured.

- 12. Storm Related Emergencies/Adverse Weather Conditions (as declared by Orange County):** This work consists of providing all labor, equipment, maintenance of traffic and incidentals (including mobilization) necessary to remove, relocate or dispose of material and debris from designated sites or locations throughout unincorporated Orange County. The Contractor shall have the ability to mobilize crews and equipment as needed to respond to a Roads & Drainage declared storm event or adverse weather condition. These services are above and beyond emergency work as previously defined in this contract.

The Contractor shall have first response crews ready to clear County roads and right-of-ways, easements, etc. at the site within one (1) hour of initial call and as directed by the County's Representative. All debris shall be cleared from the roads and right-of-way and piled up or removed at the direction of the County's Representative. Debris allowed to be piled up shall be placed no closer than three (3) feet from the edge of the pavement, barricaded with lighted barricades, cones and other required and approved safety devices and removed no later than twenty four (24) hours after the first response (to be referred to as second response under this contract).

The Contractor shall mobilize second response crews to complete the tree projects as left by the first response team. The crews shall respond to the site within four (4) hours following the initial call or as directed by the County's Representative. Each of the second response crews shall have adequate and sufficient resources to finish the work no later than twenty four (24) hours after the initial call.

The Scope of services and technical provisions as found in the primary section of this contract apply to work done under this category of work. Standard work orders shall be utilized to record and start work, including date and time of initial call/response.

Work orders initiated by the first response team shall be referred to and followed by the second response team. There shall only be one (1) work order generated for each site (from initial response to completion of work).

All costs associated with storm related emergencies/adverse weather conditions services (labor, material, equipment, disposal, mobilization, maintenance of traffic, and related incidentals) shall be included in the unit prices for services.

13. The Contractor shall consult with the County's Representative prior to any work schedule or estimated cost variance. Notification of work schedule variance shall occur one (1) day prior to the day of the scheduled variance and must be agreed to by the County's Representative. Notification of estimated cost variance shall be immediately discussed with the County's Representative for resolution.
14. All verbal orders issued by the County's Representative shall be followed by a written delivery order within seven (7) days after notification. Change orders will be processed accordingly if warranted.
15. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall assure quality control and that the finished work complies accurately with the scope of services.
16. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the scope of services. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on County property in a professional and business-like manner and must wear uniforms identifying the company name.
17. The Contractor shall designate a competent representative who shall not be replaced without written notice to the County's Representative at least twenty- four (24) hours before the change. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English language. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor. All verbal communications shall be followed up in writing no later than the next business day.

18. For routine work, the Contractor shall notify all residents within the work area of when the work will take place and explain the level of inconvenience involved. This notification shall be by message boards on all subdivision entrances and roadways and approved door hangers to be placed on each house and any vehicles parked on the roadways. The installation of message boards (and associated labor, maintenance, etc.) shall be the responsibility of the Contractor and utilized on all subdivision entrances and roadways as determined by the County's Representative.

Door hangers shall be in place five (5) days prior to commencement of any work in any assigned areas. Message boards shall be in place five (5) days prior to commencement of work in any of the assigned areas. Notification to residents shall include Orange County's Government Information Number (311). Copy of door hanger notification per project shall be faxed to the County's Representative. The cost of message boards, door hangers, labor, materials, and associated incidentals shall be included in the unit prices for services provided under this contract. Failure to provide adequate notification may result in termination of this contract.

The Contractor shall notify the County's Representative in writing of placement of Message Boards (Specified Locations) and door hanger notifications.

19. Due to congested traffic or unusual conditions, the Contractor may be required to remove operations from the right-of-way and County property at the discretion of the County's Representative. If the Contractor is required to cease operations due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 PM (noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment shall be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the County's Representative will determine and authorize the extension. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the project and will notify the Contractor.
20. The County will not provide staging or storage areas for the Contractor. On a case by case basis, in an area where County surplus property is available, the Contractor may, after obtaining written permission from the person or persons responsible for the property, use said property for staging with the understanding that the Contractor shall restore the property to its original or better than condition within the time period specified on the delivery order. Agreements for utilizing areas for staging shall be in writing and submitted to the County prior to starting operations.

Should the right-of-way be requested for use as staging or storage area, an agreement shall be submitted in writing to the County for approval prior to starting operations, and must include a plan for maintenance of traffic, pedestrian safety, protection to drainage structures and swales to prevent runoff obstructions, and restoration of the right-of-way to its original or better condition upon project completion. No staging of equipment or material will be allowed near roadway intersections to avoid sight distance obstructions. No stockpiling of material near roadway curbs, intersections or over sidewalks will be allowed.

Water needed on the project shall be coordinated between the Contractor and the utility company providing the water at no additional cost to the County.

- 21.** The Contractor shall furnish necessary equipment to satisfactorily perform the work required under this contract. The Contractor shall ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. All equipment onsite (including pick-up trucks) shall be identified with the company logo.

All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment on site, which is deemed by the County's Representative to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at the Contractor's expense the same day of the County's determination.

The Contractor shall use amber flashing lights, back-up alarms, etc. on all equipment and Contractor employees must be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the County.

Equipment authorized by the County to be left on the right-of-way or County property after designated work hours shall be placed outside the clear and recovery area and will be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it shall be marked with barricades with approved steady burning amber lights.

- 22.** The Contractor shall dispose of debris in accordance with all Federal, State and Local laws and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
- 23.** The Contractor shall locate utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify the residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation will be provided to the Contractor for locates or repairs to damages as specified above.
- 24.** The Contractor shall be responsible for and make good of all damage resulting from their activities, both within and beyond the limits of this contract, including, but not limited to, buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. The Contractor shall determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of damage to utilities resulting from Contractor's activities.
- 25.** The Contractor shall maintain in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this contract. After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

26. MANAGEMENT PLAN

Management Plan Layout

This contract's geographic extents include the unincorporated areas of Orange County's 1,000 square miles. The Contractor must know the County layout, roads and subdivisions, and eight maintenance unit districts, and have the minimum employees and equipment to respond to tree service needs at a moment's notice. On average, during the last three years, there have been 150 tree service work orders generated per month Countywide. The contract requires 24/7, 365 days per year response. Bad weather intensifies required response. Roads & Drainage is no longer staffed and equipped to respond to the large volume of tree trimming/removals and relies solely on contract services. When preparing the management plan, the following shall be included:

Routine Work:

- How many employees will respond to tree service requests to generate work orders?
- How many crews will respond to Routine work and how many employees are in each crew; names, positions, experience with firm?
- What experience does the contractor have in Orange County in order to know the layout, roads, subdivisions and maintenance units?
- Where does the contractor plan on disposing of contract debris?

Urgent Work:

- How many crews will respond to Urgent work and how many employees are in each crew; names, positions, experience with firm?
- Where is equipment for this contract stored?
- How many miles is that from the furthest point of the County?
- How long does it take to drive equipment to the farthest point in the County?

Emergency Work:

- How many crews will respond to Emergency work and how many employees are in each crew; names, positions, experience with firm?
- Where is equipment for this contract stored?
- How many miles is that from the furthest point of the County?
- How long does it take to drive equipment to the farthest point in the County?

At any time during the contract, the Contractor shall have adequate resources to work on multiple Orange County projects (each delivery order is considered a project) at the same time (to include routine, urgent and emergency projects to be handled simultaneously). The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract for this solicitation and for the ongoing performance as the Contractor shall not stop operations in one project to start on another. All work will be ordered by the County's Representative in the form of Delivery Orders on an as needed basis. Should concurrent projects be issued, the Contractor shall notify the County's Representative, in writing within two (2) to three (3) days of request, if the Contractor has maximized available resources and the volume of work is beyond their operational capacity. Failure to advise the County's Representative of this situation and/or subsequent failing to meet work completion schedules, may lead to contract termination.

The quantities listed herein are estimates only. The County will not be obligated to issue concurrent project work.

27. RESOURCE LIST: The Resource List shall contain the minimum components (including personnel and equipment (to include trucks, cranes, etc.) for each work crew available for use on Orange County projects under this contract.

All equipment and personnel for operations under this contract shall be made available twenty four (24) hours per day, seven (7) days per week in case of emergency.

Minimum Requirements for Equipment:

- Cranes – One (1) 18 ton
- Crane Trucks (30' Boom) – Two (2)
- Stump Grinders – One (1) Portable, One (1) Medium, One (1) Large
- Bucket Truck – Five (5)
- Flat Bed Truck – One (1)
- Pickup Trucks – Two (2)

All Bidders shall provide a list of the their equipment with VIN numbers dedicated for this contract with the bid response or within twenty-four (24) hours of request, or show proof of financial ability to acquire the equipment, if the equipment is to be purchased or leased, an agreement with a dealer or a lease company stating the availability of this equipment shall be included with the bid. The equipment shall be available for inspection at the request of the Roads & Drainage Division.

Minimum Requirements for Personnel:

- Personnel including foremen, operators, groundsmen and administrative (office): Eighteen (18) in the field and two (2) for office (invoicing, scheduling, communication with County's Representatives, etc.).
- The Contractor shall have an ISA Certified Arborist on staff who will supervise all work performed under this contract and supply arborist reports upon request. Arborist reports are a separate line item on the bid response form. Certifications shall be supplied with the bid.

The County will have the right to inspect and verify the number of field personnel working at any given time to insure that the required minimum numbers of field personnel are being employed in contract performance.

Failure of a bidder to provide an acceptable Management Plan and Resource List may delay or prevent an award of this contract.

TECHNICAL PROVISIONS

This contract for tree trimming and related services includes, but is not limited to, labor, materials and equipment necessary to provide tree trimming, tree removal, stump grinding/removal root grinding, Arborist evaluation/recommendations and clean up as well as technical assistance and the ability to respond to urgencies and emergencies including storm related/adverse weather condition emergencies throughout unincorporated Orange County.

1. The tree trimming height over sidewalks shall be a minimum of ten (10) feet and over the roadways a minimum of fourteen (14) feet. The Contractor shall specify the height on the written estimate to be approved by the County's Representative. Symmetry of trees in the right-of-way shall be maintained at all times, unless otherwise authorized by the County's Representative.
2. The Contractor shall perform all work in such a manner as to provide a minimum of inconvenience to the residents of the area.
3. For any tree coming from private property with limbs encroaching over the right-of-way, the County's Representative will provide specific instructions as to how to handle the trimming. However, all work shall be performed within the limits of the right-of-way, not inside private property. If any service is anticipated to take place on adjoining private property, the Contractor shall have prior authorization from the County's Representative through a "Right of Entry" form, and contact the property owner prior to enter the property. The County's Representative will complete, sign, and obtain the signature of the property owner on the "Right of Entry" form. This completed form shall also be submitted with Invoice and other pertinent backup. If, when preparing to cut or trim trees in the right-of-way, a citizen protests, objects or attempts to halt the work, the Contractor shall immediately stop work and notify the County's Representative.
4. The Contractor shall make every effort to contact, in a timely manner, the County's Representative should they receive a citizen complaint of a potentially unsafe situation as it pertains to trees in the right-of-way, (i.e. rotted tree, fallen tree, etc.). The Contractor shall document the time and place of the complaint and the time the County's Representative was contacted with the information and document the phone call on the daily report to be submitted the following day.
5. The Contractor shall maintain in good condition, existing trees, grass and shrubs situated within the designated right-of-way and/or on private property adjacent to the work area. If there is possibility of damages to turf due to site conditions or constraints, the Contractor shall advise the County's Representative in writing prior to starting operations on any given project.
6. The Contractor shall leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis unless otherwise directed by the County's Representative.
7. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. This requirement includes the work-site clean-up which shall be left equal to or cleaner than pre-work conditions.

8. All wood, chips, and other debris shall become the property of the Contractor and be disposed of at no expense to the County and in accordance with all local laws and ordinances.
9. The Contractor shall guard against tree damage. Climbing irons, spurs and spikes are permitted only during removal of a tree. Any tree damage caused by the Contractor shall be repaired to the satisfaction of the County's Representative, at no cost to the County.
10. The Contractor shall comply with the most current revision of the American National Standards Institute (ANSI) Z133.1 - 2006 Safety Requirements for Arboricultural Operations.
11. The Contractor shall conform to the latest version of the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management - Standard Practices, Part 1 - Pruning. Pruning procedure or type shall be specified, along with objectives of pruning to be performed.
12. Hazardous Trees
 - a) **Reporting:** Any person engaged in trimming or pruning that becomes aware of a tree of doubtful strength, which could be dangerous to persons and property, shall report such tree(s) to the County's Representative. Such trees shall include those that are over mature, diseased, or showing signs of decay. This reporting is considered part of the scope of services for this contract. Additional compensation will not be provided to the Contractor.
 - b) **Diagnosis:** Any hazardous trees reported to the County as such shall be inspected by the County's Representative. At the time, a decision shall be made whether to remove the trees or to request an Arborist Report for further evaluation.
13. The County will request detailed Arborist's reports as needed. The Contractor shall provide details on condition, findings, recommendations, etc. for specified trees as requested by the County's Representative. The Arborist Report shall be submitted within timeframe laid out under Urgent Work, Emergency Work, and three (3) days after a Routine Work request. The cost for this report shall be inclusive of all labor, materials and incidentals needed for field evaluation of trees.
14. **Tree Trimming:** The Contractor shall only trim or remove trees within the County right-of-way unless otherwise directed by the County's Representative. The right-of-way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the Contractor shall request instruction from the County as to the right-of-way limits.

Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. Remaining stubs shall be less than 1" upon completion of the project. The Contractor shall remove and maintain live branches to maintain the natural shape and appearance of the trees and they shall maintain a collar on lateral branches. The Contractor shall not flush-cut larger branches.

Mutilation and loss of characteristic shape of the tree shall be prohibited. The Contractor shall perform selective removal of complete limb(s) rather than excessive clipping with pruners, (i.e. hedge trimming effect shall be avoided). Limbs shall be pre-cut using a three-cut technique to prevent splintering or peeling of bark.

Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after pruning is completed.

All old stubs shall be removed and all old scars shall be inspected. If old scars are not healing properly, they shall be retraced and treated. The lower branches of trees shall be raised if the tops are sufficient to maintain a balanced life to a height of fourteen (14) feet above the travel portion of the street at the curb line and ten (10) feet above the sidewalk. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.

All tree pruning shall be regulated by the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management -Standard Practices, Part 1- Pruning.

The following standards shall be applied to all tree trimming:

- The trees shall be pruned by removal of all dead, diseased, broken and crossing branches.
- Live branches shall be removed to maintain the natural shape and appearance of the trees. Mutilation and loss of characteristic shape of the trees shall be prohibited.
- Selective removal of complete limb(s) shall be performed rather than excessive clipping with pruners (i.e., a "hedge trimming" effect shall be avoided).
- The final saw or pruner cuts shall be made just outside the branch collar on the parent limbs or trunk of the tree.
- Limbs shall be precut, using a three-cut technique to prevent splitting or stripping of bark. Ropes shall be used for lowering cut branches where necessary to prevent damage to trees, conductors, fences, cars and other property.
- No "hangers" shall be left in the trees after pruning is completed. All old stubs shall be removed.
- While maintaining a healthy tree crown, the lower branches of the tree shall be raised to a minimum height of fourteen (14) feet above the traveled portion of the street at the curb line and to a minimum height of ten (10) feet above the sidewalk and lawn extension areas. Symmetry of trees in the right-of- way shall be maintained at all times, unless otherwise authorized by the County's Representative.

- Tools used to prune diseased trees or trees suspected of disease shall be disinfected before being used on another tree.
- Any modifications from the above section shall be agreed to in advance in writing by the County's Representative.

The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. All costs associated with tree trimming operations including clean up and disposal shall be included in the unit cost for the services.

- 15. Tree Removal:** Trees shall be removed by use of tree-shears, brush hogs, shredders, hydro-axes, chain saws or other suitable equipment. Trees shall be cut as close to the ground as possible with exceptions for rough topography, fence lines or other obvious places where such cutting height is not possible.

Under no conditions shall any accumulation of brush, limbs, logs or other debris be allowed in such a manner as to result in a hazard to motorists or pedestrians or to remain on location longer than the time work is performed on the site. Debris in the roadway surface, resulting from the work, shall be removed immediately to avoid possible hazardous conditions. The tree lawn and turf area shall be left in a "lawn raked clean" condition upon completion of any work. Sidewalks, curbs, gutters and pavement areas shall be left in a "broom cleaned" condition upon completion of work.

For fallen trees with exposed root balls, the root balls shall be cut free from the soil and removed, roots shall be cut flush with grade, the area shall be raked smooth and surrounding finished areas (sidewalks, curbs, gutters and streets) swept and cleaned of all vegetation and debris.

The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. All costs associated with tree removal operations including clean up and disposal shall be included in the unit cost for the services.

- 16. Stump Grinding/Removal:** Stump diameter will be determined by the diameter of the tree itself (roots not included). Exceptions to this rule may be made at the discretion of the County's Representative. Any request for an exception must be made before removal of the tree. The Contractor shall grind all stumps twelve (12) inches below the soil surface. Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor. The stump hole shall be filled, tamped and mounded at three (3) inches high to allow for decomposition of root mass. Any stump grindings strewn on the street or sidewalk shall be removed and placed on the grass area around the stump hole by the Contractor before leaving the site.

The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. All costs associated with stump removal operations including clean up and disposal shall be included in the unit cost for the services.

- 17. Tree Root Grinding:** On specified locations, as directed by the County's Representative, the Contractor shall remove roots up to twelve (12) inches below grade, driveway, sidewalk, or ramp as required. The Contractor shall rake the soil smooth removing all debris (roots, wood chips, concrete, etc.) re-compact disturbed areas, and sweep all finished areas (sidewalks, curbs, gutters and streets). Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor.

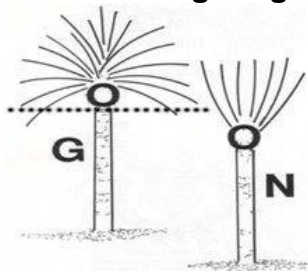
The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. All costs associated with root grinding operations including clean up and disposal shall be included in the unit cost for the services.

- 18. Palm Tree Trimming/Pruning:** The Contractor shall only remove dead fronds (palm leaves). Live, healthy fronds shall not be removed. The removal of live fronds shall be limited to those that are broken or severely chlorotic or potentially hazardous. Fronds shall be removed carefully to avoid damage to living tissue. Fronds shall be severed close to the petiole base without damaging living trunk tissue. Palm fruit, flowers, and loose petiole bases shall be removed if deemed to be a safety risk. To avoid transmitting disease-causing organisms on pruning tools, the Contractor shall disinfect tools before and after pruning individual trees. A disinfectant (such as Clorox or rubbing alcohol) shall be used on pruning tools before and after pruning individual trees. Climbing spikes or spurs shall not be used to climb palms for pruning.

Fronds shall not be lifted above a horizontal dotted line shown in the diagram below (G). The Contractor shall not prune palms as in (N) in the diagram below to prevent injuries to the apical meristem, which disrupts stem thickening and increases the chance of pathogen attack. If the tree is injured during the pruning process as a result of the Contractor's non-compliance to scope of services or industry standards, the Contractor shall remove the damaged tree and replace with a tree of the same type and size or better at no cost to the County.

The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. All costs associated with palm tree trimming operations including cleanup and disposal shall be included in the unit cost for the services.

Palm Pruning Diagram



- 19. Measurement and Payment:** All quantities and services for payment shall be based on the completed work performed in strict accordance with contract scope of services. The unit prices submitted on the bid item schedule shall constitute full compensation for the work completed. Maintenance of traffic, mobilization, clean up and disposal shall be included in the unit prices for the services.

- 20. Final Inspection:** Upon written notice from the Contractor that the project is complete, the County's Representative will make a final inspection, within two (2) business days, with the Contractor's Representative, create a punch list and both parties will sign the punch list. A copy of the punch list will be provided to the Contractor Representative that day or the following business day at the latest including the performance end date for correcting the punch list items. The Contractor shall correct all deficiencies within two (2) workdays or as agreed to by the County's Representative and before final acceptance and payment is made. If a re-inspection is required, the County will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor cost and vehicle usage required to unnecessary inspections and the fee will be deducted from the final invoice for the project.
- 21. Final Inspection for Payment:** After the Contractor has corrected all deficiencies on the punch list to the satisfaction of the County's Representative, the Contractor shall submit a final invoice for services provided along with pertinent backup. Invoice must include location of work performed, delivery order number, and start and end dates. The Contractor shall submit the final invoice no later than two (2) weeks (14 calendar days) after final inspection and acceptance of the project has been made. Failure to comply with proper invoicing requirements may result in termination of this contract.
- 22. Performance Issues:** The County will hold the Contractor responsible for meeting all of the Contractor's obligations. If performance issues arise that cannot be resolved between the Contractor and the County's Representative, the matter will be referred to the Procurement Division for appropriate action.

**BID RESPONSE FORM
Y16-1082-MR**

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

BASE YEAR – ROUTINE RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Routine Tree Trimming - Elevations</u>					
1.	Elevations 0" to 12" in diameter at breast height	Each	3,000	\$ _____	\$ _____
2.	Elevations 12.1" to 24" in diameter at breast height	Each	1,500	\$ _____	\$ _____
3.	Elevations 24.1" to 36" in diameter at breast height	Each	1,000	\$ _____	\$ _____
4.	Elevations 36.1" to 48" in diameter at breast height	Each	500	\$ _____	\$ _____
5.	Elevations 48.1" to 60" in diameter at breast height	Each	300	\$ _____	\$ _____
6.	Elevations 60.1" to 70" in diameter at breast height	Each	50	\$ _____	\$ _____
7.	Elevations 70.1" or more in diameter at breast height	Each	50	\$ _____	\$ _____
<u>Routine Tree Trimming – Pruning</u>					
8.	Pruning 0" to 12" in diameter at breast height	Each	2,000	\$ _____	\$ _____
9.	Pruning 12.1" to 24" in diameter at breast height	Each	750	\$ _____	\$ _____
10.	Pruning 24.1" to 36" in diameter at breast height	Each	500	\$ _____	\$ _____
11.	Pruning 36.1" to 48" in diameter at breast height	Each	250	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
12.	Pruning 48.1" to 60" in diameter at breast height	Each	100	\$ _____	\$ _____
13.	Pruning 60.1" to 70" in diameter at breast height	Each	10	\$ _____	\$ _____
14.	Pruning 70.1" or more in diameter at breast height	Each	5	\$ _____	\$ _____

Routine Tree Removal

15.	Tree Removal 0" to 12" in diameter at breast height	Each	150	\$ _____	\$ _____
16.	Tree Removal 12.1" to 24" in diameter at breast height	Each	100	\$ _____	\$ _____
17.	Tree Removal 24.1" to 36" in diameter at breast height	Each	50	\$ _____	\$ _____
18.	Tree Removal 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
19.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
20.	Tree Removal 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
21.	Tree Removal 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Routine Stump Removal

22.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
23.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
24.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	50	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
25.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	25	\$ _____	\$ _____
26.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
27.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
28.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Routine Tree Root Grinding

29.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
30.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
31.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
32.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
33.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
34.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
35.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
36.	Trimming of Palm Trees	Each	200	\$ _____	\$ _____
37.	Arborist's Report	Each	30	\$ _____	\$ _____

BASE YEAR – URGENT RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
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Urgent Tree Trimming – Elevations

38.	Elevations 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
39.	Elevations 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
40.	Elevations 24.1" to 36" in diameter at breast height	Each	30	\$ _____	\$ _____
41.	Elevations 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
42.	Elevations 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
43.	Elevations 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
44.	Elevations 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Urgent Tree Trimming – Pruning

45.	Pruning 0" to 12" in diameter at breast height	Each	5	\$ _____	\$ _____
46.	Pruning 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
47.	Pruning 24.1" to 36" in diameter at breast height	Each	15	\$_____	\$_____
48.	Pruning 36.1" to 48" in diameter at breast height	Each	20	\$_____	\$_____
49.	Pruning 48.1" to 60" in diameter at breast height	Each	25	\$_____	\$_____
50.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$_____	\$_____
51.	Pruning 70.1" or more in diameter at breast height	Each	4	\$_____	\$_____

Urgent Tree Removal

52.	Tree Removal 0" to 12" in diameter at breast height	Each	20	\$_____	\$_____
53.	Tree Removal 12.1" to 24" in diameter at breast height	Each	30	\$_____	\$_____
54.	Tree Removal 24.1" to 36" in diameter at breast height	Each	30	\$_____	\$_____
55.	Tree Removal 36.1" to 48" in diameter at breast height	Each	20	\$_____	\$_____
56.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$_____	\$_____
57.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$_____	\$_____
58.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$_____	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Urgent Stump Removal</u>					
59.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
60.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
61.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	15	\$ _____	\$ _____
62.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
63.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
64.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
65.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Urgent Tree Root Grinding

66.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	4	\$ _____	\$ _____
67.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
68.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
69.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	5	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
70.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
71.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
72.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
73.	Trimming of Palm Trees	Each	20	\$ _____	\$ _____
74.	Arborist's Report	Each	20	\$ _____	\$ _____

BASE YEAR – EMERGENCY RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Emergency Tree Trimming – Elevations</u>					
75.	Elevations 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
76.	Elevations 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
77.	Elevations 24.1" to 36" in diameter at breast height	Each	5	\$ _____	\$ _____
78.	Elevations 36.1" to 48" in diameter at breast height	Each	5	\$ _____	\$ _____
79.	Elevations 48.1" to 60" in diameter at breast height	Each	5	\$ _____	\$ _____
80.	Elevations 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
81.	Elevations 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Emergency Tree Trimming – Pruning</u>					
82.	Pruning 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
83.	Pruning 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
84.	Pruning 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
85.	Pruning 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
86.	Pruning 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
87.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
88.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Emergency Tree Removal

89.	Tree Removal 0" to 12" in diameter at breast height	Each	5	\$ _____	\$ _____
90.	Tree Removal 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
91.	Tree Removal 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
92.	Tree Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
93.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
94.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
95.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Emergency Stump Removal

96.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	4	\$ _____	\$ _____
97.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	4	\$ _____	\$ _____
98.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	4	\$ _____	\$ _____
99.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	4	\$ _____	\$ _____
100.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	4	\$ _____	\$ _____
101.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
102.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Emergency Tree Root Grinding</u>					
103.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	2	\$ _____	\$ _____
104.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	2	\$ _____	\$ _____
105.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	2	\$ _____	\$ _____
106.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	2	\$ _____	\$ _____
107.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	2	\$ _____	\$ _____
108.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
109.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
110.	Trimming of Palm Trees	Each	20	\$ _____	\$ _____
111.	Arborist's Report	Each	20	\$ _____	\$ _____

BASE YEAR – STORM RELATED EMERGENCY/ADVERSE WESTHER CONDITIONS RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Storm/Adverse Weather Tree Trimming – Elevations</u>					
112.	Elevations 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
113.	Elevations 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
114.	Elevations 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
115.	Elevations 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
116.	Elevations 48.1" to 60" in diameter at breast height	Each	20	\$ _____	\$ _____
117.	Elevations 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
118.	Elevations 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Tree Trimming – Pruning

119.	Pruning 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
120.	Pruning 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
121.	Pruning 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
122.	Pruning 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
123.	Pruning 48.1" to 60" in diameter at breast height	Each	20	\$ _____	\$ _____
124.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
125.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Storm/Adverse Weather Tree Removal</u>					
126.	Tree Removal 0" to 12" in diameter at breast height	Each	10	\$_____	\$_____
127.	Tree Removal 12.1" to 24" in diameter at breast height	Each	15	\$_____	\$_____
128.	Tree Removal 24.1" to 36" in diameter at breast height	Each	15	\$_____	\$_____
129.	Tree Removal 36.1" to 48" in diameter at breast height	Each	15	\$_____	\$_____
130.	Tree Removal 48.1" to 60" in diameter at breast height	Each	15	\$_____	\$_____
131.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$_____	\$_____
132.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$_____	\$_____

Storm/Adverse Weather Stump Removal

133.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	10	\$_____	\$_____
134.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	10	\$_____	\$_____
135.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	10	\$_____	\$_____
136.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	10	\$_____	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
137.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
138.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
139.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Tree Root Grinding

140.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	3	\$ _____	\$ _____
141.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	3	\$ _____	\$ _____
142.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	3	\$ _____	\$ _____
143.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	3	\$ _____	\$ _____
144.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	3	\$ _____	\$ _____
145.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	3	\$ _____	\$ _____
146.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	3	\$ _____	\$ _____

TOTAL ESTIMATED AMOUNT BASE YEAR _____ **\$** _____

Minimum Quantity – During the initial performance period of this contract, the County guarantees that the Contractor shall receive orders for a minimum of \$50,000.00

Company Name

OPTION YEAR # 1 – ROUTINE RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Routine Tree Trimming - Elevations</u>					
147.	Elevations 0" to 12" in diameter at breast height	Each	3,000	\$ _____	\$ _____
148.	Elevations 12.1" to 24" in diameter at breast height	Each	1,500	\$ _____	\$ _____
149.	Elevations 24.1" to 36" in diameter at breast height	Each	1,000	\$ _____	\$ _____
150.	Elevations 36.1" to 48" in diameter at breast height	Each	500	\$ _____	\$ _____
151.	Elevations 48.1" to 60" in diameter at breast height	Each	300	\$ _____	\$ _____
152.	Elevations 60.1" to 70" in diameter at breast height	Each	50	\$ _____	\$ _____
153.	Elevations 70.1" or more in diameter at breast height	Each	50	\$ _____	\$ _____
<u>Routine Tree Trimming – Pruning</u>					
154.	Pruning 0" to 12" in diameter at breast height	Each	2,000	\$ _____	\$ _____
155.	Pruning 12.1" to 24" in diameter at breast height	Each	750	\$ _____	\$ _____
156.	Pruning 24.1" to 36" in diameter at breast height	Each	500	\$ _____	\$ _____
157.	Pruning 36.1" to 48" in diameter at breast height	Each	250	\$ _____	\$ _____
158.	Pruning 48.1" to 60" in diameter at breast height	Each	100	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
159.	Pruning 60.1" to 70" in diameter at breast height	Each	10	\$ _____	\$ _____
160.	Pruning 70.1" or more in diameter at breast height	Each	5	\$ _____	\$ _____

Routine Tree Removal

161.	Tree Removal 0" to 12" in diameter at breast height	Each	150	\$ _____	\$ _____
162.	Tree Removal 12.1" to 24" in diameter at breast height	Each	100	\$ _____	\$ _____
163.	Tree Removal 24.1" to 36" in diameter at breast height	Each	50	\$ _____	\$ _____
164.	Tree Removal 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
165.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
166.	Tree Removal 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
167.	Tree Removal 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Routine Stump Removal

168.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
169.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
170.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	50	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
171.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	25	\$ _____	\$ _____
172.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
173.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
174.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
<u>Routine Tree Root Grinding</u>					
175.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
176.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
177.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
178.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
179.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
180.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
181.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____
182.	Trimming of Palm Trees	Each	200	\$ _____	\$ _____
183.	Arborist's Report	Each	30	\$ _____	\$ _____

Company Name

OPTION YEAR # 1 – URGENT RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Urgent Tree Trimming – Elevations</u>					
184.	Elevations 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
185.	Elevations 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
186.	Elevations 24.1" to 36" in diameter at breast height	Each	30	\$ _____	\$ _____
187.	Elevations 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
188.	Elevations 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
189.	Elevations 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
190.	Elevations 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
<u>Urgent Tree Trimming – Pruning</u>					
191.	Pruning 0" to 12" in diameter at breast height	Each	5	\$ _____	\$ _____
192.	Pruning 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
193.	Pruning 24.1" to 36" in diameter at breast height	Each	15	\$ _____	\$ _____
194.	Pruning 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
195.	Pruning 48.1" to 60" in diameter at breast height	Each	25	\$ _____	\$ _____
196.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
197.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Urgent Tree Removal

198.	Tree Removal 0" to 12" in diameter at breast height	Each	20	\$ _____	\$ _____
199.	Tree Removal 12.1" to 24" in diameter at breast height	Each	30	\$ _____	\$ _____
200.	Tree Removal 24.1" to 36" in diameter at breast height	Each	30	\$ _____	\$ _____
201.	Tree Removal 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
202.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
203.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
204.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Urgent Stump Removal

205.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
206.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
207.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	15	\$ _____	\$ _____
208.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
209.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
210.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
211.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____
<u>Urgent Tree Root Grinding</u>					
212.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	4	\$ _____	\$ _____
213.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
214.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
215.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	5	\$ _____	\$ _____
216.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
217.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
218.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
219.	Trimming of Palm Trees	Each	20	\$ _____	\$ _____
220.	Arborist's Report	Each	20	\$ _____	\$ _____

Company Name

OPTION YEAR # 1 – EMERGENCY RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Emergency Tree Trimming – Elevations</u>					
221.	Elevations 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
222.	Elevations 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
223.	Elevations 24.1" to 36" in diameter at breast height	Each	5	\$ _____	\$ _____
224.	Elevations 36.1" to 48" in diameter at breast height	Each	5	\$ _____	\$ _____
225.	Elevations 48.1" to 60" in diameter at breast height	Each	5	\$ _____	\$ _____
226.	Elevations 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
227.	Elevations 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Emergency Tree Trimming – Pruning

228.	Pruning 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
229.	Pruning 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
230.	Pruning 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
231.	Pruning 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
232.	Pruning 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
233.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
234.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Emergency Tree Removal</u>					
235.	Tree Removal 0" to 12" in diameter at breast height	Each	5	\$ _____	\$ _____
236.	Tree Removal 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
237.	Tree Removal 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
238.	Tree Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
239.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
240.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
241.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Emergency Stump Removal

242.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	4	\$ _____	\$ _____
243.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	4	\$ _____	\$ _____
244.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	4	\$ _____	\$ _____
245.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	4	\$ _____	\$ _____
246.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
247.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
248.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____
<u>Emergency Tree Root Grinding</u>					
249.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	2	\$ _____	\$ _____
250.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	2	\$ _____	\$ _____
251.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	2	\$ _____	\$ _____
252.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	2	\$ _____	\$ _____
253.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	2	\$ _____	\$ _____
254.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
255.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
256.	Trimming of Palm Trees	Each	20	\$ _____	\$ _____
257.	Arborist's Report	Each	20	\$ _____	\$ _____

Company Name

OPTION YEAR #1 – STORM RELATED EMERGENCY/ADVERSE WESTHER CONDITIONS RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Storm/Adverse Weather Tree Trimming – Elevations</u>					
258.	Elevations 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
259.	Elevations 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
260.	Elevations 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
261.	Elevations 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
262.	Elevations 48.1" to 60" in diameter at breast height	Each	20	\$ _____	\$ _____
263.	Elevations 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
264.	Elevations 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Tree Trimming – Pruning

265.	Pruning 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
266.	Pruning 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
267.	Pruning 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
268.	Pruning 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
269.	Pruning 48.1" to 60" in diameter at breast height	Each	20	\$ _____	\$ _____
270.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
271.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Storm/Adverse Weather Tree Removal</u>					
272.	Tree Removal 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
273.	Tree Removal 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
274.	Tree Removal 24.1" to 36" in diameter at breast height	Each	15	\$ _____	\$ _____
275.	Tree Removal 36.1" to 48" in diameter at breast height	Each	15	\$ _____	\$ _____
276.	Tree Removal 48.1" to 60" in diameter at breast height	Each	15	\$ _____	\$ _____
277.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
278.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Stump Removal

279.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
280.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
281.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
282.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
283.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
284.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
285.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Tree Root Grinding

286.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	3	\$ _____	\$ _____
287.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	3	\$ _____	\$ _____
288.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	3	\$ _____	\$ _____
289.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	3	\$ _____	\$ _____
290.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	3	\$ _____	\$ _____
291.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	3	\$ _____	\$ _____
292.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	3	\$ _____	\$ _____

TOTAL ESTIMATED AMOUNT OPTION YEAR # 1 \$ _____

Company Name

OPTION YEAR # 2 – ROUTINE RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Routine Tree Trimming - Elevations</u>					
293.	Elevations 0" to 12" in diameter at breast height	Each	3,000	\$ _____	\$ _____
294.	Elevations 12.1" to 24" in diameter at breast height	Each	1,500	\$ _____	\$ _____
295.	Elevations 24.1" to 36" in diameter at breast height	Each	1,000	\$ _____	\$ _____
296.	Elevations 36.1" to 48" in diameter at breast height	Each	500	\$ _____	\$ _____
297.	Elevations 48.1" to 60" in diameter at breast height	Each	300	\$ _____	\$ _____
298.	Elevations 60.1" to 70" in diameter at breast height	Each	50	\$ _____	\$ _____
299.	Elevations 70.1" or more in diameter at breast height	Each	50	\$ _____	\$ _____

Routine Tree Trimming – Pruning

300.	Pruning 0" to 12" in diameter at breast height	Each	2,000	\$ _____	\$ _____
301.	Pruning 12.1" to 24" in diameter at breast height	Each	750	\$ _____	\$ _____
302.	Pruning 24.1" to 36" in diameter at breast height	Each	500	\$ _____	\$ _____
303.	Pruning 36.1" to 48" in diameter at breast height	Each	250	\$ _____	\$ _____
304.	Pruning 48.1" to 60" in diameter at breast height	Each	100	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
305.	Pruning 60.1" to 70" in diameter at breast height	Each	10	\$ _____	\$ _____
306.	Pruning 70.1" or more in diameter at breast height	Each	5	\$ _____	\$ _____

Routine Tree Removal

307.	Tree Removal 0" to 12" in diameter at breast height	Each	150	\$ _____	\$ _____
308.	Tree Removal 12.1" to 24" in diameter at breast height	Each	100	\$ _____	\$ _____
309.	Tree Removal 24.1" to 36" in diameter at breast height	Each	50	\$ _____	\$ _____
310.	Tree Removal 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
311.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
312.	Tree Removal 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
313.	Tree Removal 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Routine Stump Removal

314.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
315.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
316.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	50	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
317.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	25	\$ _____	\$ _____
318.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
319.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
320.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
<u>Routine Tree Root Grinding</u>					
321.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
322.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
323.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
324.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
325.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
326.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
327.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____
328.	Trimming of Palm Trees	Each	200	\$ _____	\$ _____
329.	Arborist's Report	Each	30	\$ _____	\$ _____

Company Name

OPTION YEAR # 2 – URGENT RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Urgent Tree Trimming – Elevations</u>					
330.	Elevations 0" to 12" in diameter at breast height	Each	50	\$ _____	\$ _____
331.	Elevations 12.1" to 24" in diameter at breast height	Each	50	\$ _____	\$ _____
332.	Elevations 24.1" to 36" in diameter at breast height	Each	30	\$ _____	\$ _____
333.	Elevations 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
334.	Elevations 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
335.	Elevations 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
336.	Elevations 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
<u>Urgent Tree Trimming – Pruning</u>					
337.	Pruning 0" to 12" in diameter at breast height	Each	5	\$ _____	\$ _____
338.	Pruning 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
339.	Pruning 24.1" to 36" in diameter at breast height	Each	15	\$ _____	\$ _____
340.	Pruning 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
341.	Pruning 48.1" to 60" in diameter at breast height	Each	25	\$ _____	\$ _____
342.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
343.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Urgent Tree Removal

344.	Tree Removal 0" to 12" in diameter at breast height	Each	20	\$ _____	\$ _____
345.	Tree Removal 12.1" to 24" in diameter at breast height	Each	30	\$ _____	\$ _____
346.	Tree Removal 24.1" to 36" in diameter at breast height	Each	30	\$ _____	\$ _____
347.	Tree Removal 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
348.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
349.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
350.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Urgent Stump Removal

351.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
352.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
353.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	15	\$ _____	\$ _____
354.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
355.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
356.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
357.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____
<u>Urgent Tree Root Grinding</u>					
358.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	4	\$ _____	\$ _____
359.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
360.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
361.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	5	\$ _____	\$ _____
362.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
363.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
364.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
365.	Trimming of Palm Trees	Each	20	\$ _____	\$ _____
366.	Arborist's Report	Each	20	\$ _____	\$ _____

Company Name

OPTION YEAR # 2 – EMERGENCY RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Emergency Tree Trimming – Elevations</u>					
367.	Elevations 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
368.	Elevations 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
369.	Elevations 24.1" to 36" in diameter at breast height	Each	5	\$ _____	\$ _____
370.	Elevations 36.1" to 48" in diameter at breast height	Each	5	\$ _____	\$ _____
371.	Elevations 48.1" to 60" in diameter at breast height	Each	5	\$ _____	\$ _____
372.	Elevations 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
373.	Elevations 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____

Emergency Tree Trimming – Pruning

374.	Pruning 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
375.	Pruning 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
376.	Pruning 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
377.	Pruning 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
378.	Pruning 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
379.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
380.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Emergency Tree Removal</u>					
381.	Tree Removal 0" to 12" in diameter at breast height	Each	5	\$ _____	\$ _____
382.	Tree Removal 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
383.	Tree Removal 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
384.	Tree Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
385.	Tree Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
386.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
387.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Emergency Stump Removal

388.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	4	\$ _____	\$ _____
389.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	4	\$ _____	\$ _____
390.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	4	\$ _____	\$ _____
391.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	4	\$ _____	\$ _____
392.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL EST. BID
393.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
394.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____
<u>Emergency Tree Root Grinding</u>					
395.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	2	\$ _____	\$ _____
396.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	2	\$ _____	\$ _____
397.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	2	\$ _____	\$ _____
398.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	2	\$ _____	\$ _____
399.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	2	\$ _____	\$ _____
400.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	2	\$ _____	\$ _____
401.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	2	\$ _____	\$ _____
402.	Trimming of Palm Trees	Each	20	\$ _____	\$ _____
403.	Arborist's Report	Each	20	\$ _____	\$ _____

Company Name

OPTION YEAR # 2 – STORM RELATED EMERGENCY/ADVERSE WESTHER CONDITIONS RESPONSE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Storm/Adverse Weather Tree Trimming – Elevations</u>					
404.	Elevations 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
405.	Elevations 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
406.	Elevations 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
407.	Elevations 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
408.	Elevations 48.1" to 60" in diameter at breast height	Each	20	\$ _____	\$ _____
409.	Elevations 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
410.	Elevations 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Tree Trimming – Pruning

411.	Pruning 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
412.	Pruning 12.1" to 24" in diameter at breast height	Each	20	\$ _____	\$ _____
413.	Pruning 24.1" to 36" in diameter at breast height	Each	20	\$ _____	\$ _____
414.	Pruning 36.1" to 48" in diameter at breast height	Each	20	\$ _____	\$ _____
415.	Pruning 48.1" to 60" in diameter at breast height	Each	20	\$ _____	\$ _____
416.	Pruning 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
417.	Pruning 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
<u>Storm/Adverse Weather Tree Removal</u>					
418.	Tree Removal 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
419.	Tree Removal 12.1" to 24" in diameter at breast height	Each	15	\$ _____	\$ _____
420.	Tree Removal 24.1" to 36" in diameter at breast height	Each	15	\$ _____	\$ _____
421.	Tree Removal 36.1" to 48" in diameter at breast height	Each	15	\$ _____	\$ _____
422.	Tree Removal 48.1" to 60" in diameter at breast height	Each	15	\$ _____	\$ _____
423.	Tree Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____
424.	Tree Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Stump Removal

425.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	10	\$ _____	\$ _____
426.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	10	\$ _____	\$ _____
427.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	10	\$ _____	\$ _____
428.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	10	\$ _____	\$ _____
429.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	10	\$ _____	\$ _____
430.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	4	\$ _____	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL EST. BID</u>
431.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	4	\$ _____	\$ _____

Storm/Adverse Weather Tree Root Grinding

432.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	3	\$ _____	\$ _____
433.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	3	\$ _____	\$ _____
434.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	3	\$ _____	\$ _____
435.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	3	\$ _____	\$ _____
436.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	3	\$ _____	\$ _____
437.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	3	\$ _____	\$ _____
438.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	3	\$ _____	\$ _____

TOTAL ESTIMATED AMOUNT OPTION YEAR # 2 \$ _____

TOTAL ESTIMATED AMOUNT BASE YEAR, OPTION YEAR # 1 AND OPTION YEAR # 2 \$ _____

Company Name

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

Commencement/Completion of Work shall be as specified per Special Terms and Conditions 6.

Inquiries regarding this Invitation for Bids may be directed to Melisa Rivera, Senior Purchasing Agent, at Melisa.Rivera@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. 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: _____

EMERGENCY CONTACT

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. Y16-1082-MR

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.Y16-1082-MR

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.Y16-1082-MR, Tree Trimming and Related Services for the Roads and Drainage Division**, 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 ___

**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).

<p>PRODUCER</p> <p>1. Name of Agent or Broker Street Address City, State, Zip</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C, No, Ext): FAX (A/C, No):</p> <p>E-MAIL ADDRESS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C : 3.</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C : 3.		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :															
INSURER B :															
INSURER C : 3.															
INSURER D :															
INSURER E :															
INSURER F :															
<p>INSURED</p> <p>2. Name of Insured Street Address City, State, Zip</p>															

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.

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

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

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRA TJON 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.

**ORANGE COUNTY ROADS & DRAINAGE
 CONTRACT #Y16-1082, TREE TRIMMING AND RELATED SERVICES
 ROUTINE RESPONSE**

Job Location: _____

Date: _____

Job Description: _____

Start Date: _____

End Date: _____

S-T-R: _____ **CD** _____

MU: _____

SERVICE	UNIT COST	QTY	TOTAL
TREE TRIMMING - ELEVATIONS			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE TRIMMING - PRUNING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE REMOVAL			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
STUMP GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE ROOT GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
Trimming of Palm Trees			
Arborist's Report			
TOTAL			

Project Completion Date: _____

R&D Project Acceptance: _____

Signatures:

Date:

Contractor's Representative: _____

County's Representative: _____

**ORANGE COUNTY ROADS & DRAINAGE
 CONTRACT #Y16-1082, TREE TRIMMING AND RELATED SERVICES
 URGENT RESPONSE**

Job Location: _____

Date: _____

Job Description: _____

Start Date: _____

End Date: _____

S-T-R: _____ **CD** _____

MU: _____

SERVICE	UNIT COST	QTY	TOTAL
TREE TRIMMING - ELEVATIONS			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE TRIMMING - PRUNING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE REMOVAL			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
STUMP GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE ROOT GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
Trimming of Palm Trees			
Arborist's Report			
TOTAL			

Project Completion Date: _____

R&D Project Acceptance: _____

Contractor's Representative: _____ **Signatures:** _____ **Date:** _____

County's Representative: _____

**ORANGE COUNTY ROADS & DRAINAGE
 CONTRACT #Y16-1082, TREE TRIMMING AND RELATED SERVICES
 EMERGENCY RESPONSE**

Job Location: _____ **Date:** _____

Job Description: _____

Start Date: _____ **End Date:** _____

S-T-R: _____ **CD** _____ **MU:** _____

SERVICE	UNIT COST	QTY	TOTAL
TREE TRIMMING - ELEVATIONS			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE TRIMMING - PRUNING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE REMOVAL			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
STUMP GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE ROOT GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
Trimming of Palm Trees			
Arborist's Report			
TOTAL			

Project Completion Date: _____
 R&D Project Acceptance: _____

Contractor's Representative: _____ **Signatures:** _____ **Date:** _____
County's Representative: _____

**ORANGE COUNTY ROADS & DRAINAGE
 CONTRACT #Y16-1082, TREE TRIMMING AND RELATED SERVICES
 STORM/ADVERSE WEATHER RESPONSE**

Job Location: _____ **Date:** _____

Job Description: _____

Start Date: _____ **End Date:** _____

S-T-R: _____ **CD** _____ **MU:** _____

SERVICE	UNIT COST	QTY	TOTAL
TREE TRIMMING - ELEVATIONS			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE TRIMMING - PRUNING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE REMOVAL			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
STUMP GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TREE ROOT GRINDING			
0 inches to 12 inches in diameter			
12.1 inches to 24 inches in diameter			
24.1 inches to 36 inches in diameter			
36.1 inches to 48 inches in diameter			
48.1 inches to 60 inches in diameter			
60.1 inches to 70 inches in diameter			
70.1 inches or more in diameter			
TOTAL			

Contractor's Reported Completion Date: _____

R&D Representative: _____

(Signature & Date)

Signatures: _____ **Date:** _____

Contractor's Representative: _____

County's Representative: _____