

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:

**INVITATION FOR BIDS #Y18-1089-PD, Prescribed Fire and Associated Services
TERM CONTRACT**

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

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

BID SUBMISSION DUE DATE:

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, July 31, 2018**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-BID CONFERENCE:

A **Non-Mandatory Pre-Bid Conference** will be held on **Wednesday, July 18, 2018, 1:00 P.M.**, located at **3165 McCrory Place, Suite 200, Orlando Florida 32803**. Attendance is not mandatory but is encouraged.

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 Perry Davis, Senior Purchasing Agent at Perry.Davis@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Perry.Davis@ocfl.net, no later than 5:00 PM **Friday, July 20, 2018** to the attention of Perry Davis, Procurement Division, referencing the IFB number.

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**SECTION 1
GENERAL TERMS AND CONDITIONS**

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 the Procurement Division representative specified on the cover page of this Invitation for Bids. 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. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. 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.

5. 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.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

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

8. 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.

9. 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.

10. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

11. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

12. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

13. 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.

14. 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.

15. 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.

16. BID FORMS

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

23. 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".

24. CONFLICT OF INTEREST FORM

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

25. 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.

26. 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**
- D. Phone Number 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.

27. 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.

28. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, 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.

29. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

30. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for bid evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

37. SEVERABILITY

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

38. PRICING/AUDIT

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

39. 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.

40. 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.

41. 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.

42. 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.

43. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders 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.

44. 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.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

For a definition of “Construction” see 48 CFR 2.101.

*Note: prompt to include current prevailing wage determination issued by the Department of Labor. <http://www.wdol.gov/dba.aspx>

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

45. SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS

- A. Orange County may receive federal funding for the services solicited in the Invitation for Bid (IFB). Accordingly, Orange County’s M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five “affirmative steps” designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- C. In order to adequately document that the bidder has fulfilled this requirement, the bidder shall complete the provided “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive.
- D. The bidder shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
 - 1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;

2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
 3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- E. **Failure to submit an executed and notarized "Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements" and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**
- F. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- G. Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.

46. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- A. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

47. SCRUTINIZED COMPANIES

If this Agreement has a cumulative value that meets, or exceeds, one million dollars, then the Contractor must certify that it is not a “Scrutinized Company” pursuant to Section 287.135(2), Florida Statutes. A “Scrutinized Company” is a company that is:

1. on the “Scrutinized Companies that Boycott Israel List”, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
2. on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”, created pursuant to Section 215.473, Florida Statutes; or
3. engaged in business operations in Cuba or Syria.

48. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor’s control so long as the Contractor’s delay is not caused by the Contractor’s own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twentyfour (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor’s Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor’s performance is delayed pursuant to this section for a period exceeding one hundred and twenty (120) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County’s contract termination.
3. As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor’s obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor’s part that are in any way related to natural disaster conditions (ie: fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.
4. If the Contractor’s performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County’s right to terminate for convenience.

49. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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 :

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

**SECTION 2
SPECIAL TERMS AND CONDITIONS**

SPECIAL TERMS AND CONDITIONS

1. 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:

1. List and provide a brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and phone numbers of owners by completing the reference sheets. Bidder shall have at minimum one (1) reference for a successful and safe urban interface prescribed burn within the last five (5) years. The urban interface prescribed burn conducted shall have been greater than 10 acres in size. The same client references shall not be submitted more than once.
2. List of equipment and facilities available to do the work.
3. List of personnel, by name and title, contemplated to perform the work with their qualifications/certifications. Submit documentation demonstrating that the prescribed burn boss is a current Florida Certified Burner and successfully completed the Interagency Basic Prescribed Fire Course, and has at least three (3) years prior experience with managing prescribed burns in Florida environments. Additionally, documentation shall demonstrate that the burn boss has at a minimum successfully completed the following trainings: S-130 (Basic Wildland Fire Fighting), S-190 (Wildland Fire Behavior), I-100 (Incident Command), S-215 (Fire Operations in the Wildland/Urban Interface), and S-290 (Intermediate Fire Behavior).

Submit Documentation demonstrating that additional burn personnel at a minimum have successfully completed S-130 (Basic Wildland Fire Fighting), S-190 (Wildland Fire Behavior), I-100 (Incident Command), and/or successfully completed the Interagency Basic Prescribed Fire Course.

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.

2. LICENSES AND PERMITS

Prior to furnishing the requested product(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

3. BID ACCEPTANCE PERIOD

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

4. AWARD

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

5. MULTIPLE AWARD

Orange County intends to award two (2) contracts with primary use of the low bid contract, with secondary and/or concurrent use of the second low bid secondary contract. Contractor agrees to provide job estimates based on bid rates within twenty-four (24) hours of request.

6. POST AWARD MEETING

Within **seven** (7) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The contractor agrees to provide Orange County, the State of Florida, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

8. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

12. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than one hundred and twenty (120) days to conduct prescribed burning activities from receipt of the delivery order. If the contractor is unable to perform the work issued under the Delivery Order they must provide written documentation as to why the work could not be performed. Performance shall be no later than thirty (30) days to conduct fireline maintenance/installation, mechanical vegetation reduction (roller-chopping/aerator and mulching) activities, and lone miscellaneous services from receipt of the delivery order. Additional days for bad weather may be approved by the County at its discretion. Bids which fail to meet this requirement shall be rejected.

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

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

The Contractor shall, within **one (1)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

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

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the 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.

B. **Termination for Convenience:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) 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.**

14. 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.

15. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

16. CODES AND REGULATIONS

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

17. PAYMENT

Partial payments for the value of goods received and accepted and services rendered 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 equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando Florida 32803
Phone 407) 836-1400

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.

18. DEBRIS

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

19. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

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

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

20. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

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

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

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

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

The certificate holder shall read:

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

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

21. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of one (1) year. The contract may be renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

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

22. PRICING

The County requires a firm price for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

23. PRICE ESCALATION/DE-ESCALATION (CPI)

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

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

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

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

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

CPI-U Calculation Example:

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

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

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

24. METHOD OF ORDERING

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

25. APPENDIX

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

- A. Approximate Mowing Acreage

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

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

27. INDEFINITE QUANTITY CONTRACT

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

28. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.

- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

The Contractor shall conduct prescribed burning and prescribed burning preparation activities in different plant communities on Orange County properties (see Appendix A). Prescribed burning is used to maintain native plant species composition and structure. The Division's goals are to increase biological diversity, enhance threatened and endangered species' habitat, mimic natural processes, and reduce excessive fuel loads. These goals can be accomplished if units are burned with appropriate intensity to produce desired effect, including varying degrees of duff removal, understory consumption, and overstory kill. Many of the burn units, lacking fire for many years, contain high fuel loads on properties that have not had the opportunity to be burned during the timeframe of the previous contract. During the timeframe of this contract there will be increased quantities of maintenance burns on properties that have had the opportunity to have prescribed fire implemented and continued since 2010. In addition, pile burning activities will be necessary in some instances for restoration and maintenance purposes.

Firing techniques will depend on the objectives of the Division, time since last burn, and vegetative structure and fuel arrangement. Restoration burns can be accomplished at any time; however, maintenance burns may be elected for specific seasons. After winter burns are conducted on certain subunits for fuel load reduction, an emphasis will be placed on growing season burns wherever possible; however, winter burns are acceptable if approved by the Division.

1. All work under this contract shall be subject to the approval of the Manager of the Orange County Environmental Protection Division (or any member of his/her staff he/she so designates referred to as the Division Project Manager), 3165 McCrory Place, Suite 200 Orlando, Florida 32803, Phone 407-836-1400.
2. Prescribed burns shall be conducted on a weekday. Monday through Friday, unless required to be conducted on a weekend due to forecasted weather conditions. Prescribed burns conducted on a weekend must be approved by the Division Project Manager prior to the burn. No burning shall occur on TM-Econ Mitigation Bank on a Sunday.
3. The Contractor shall coordinate with the Division Project Manager, who will perform inspection for the County and verify that the work has been completed in accordance with specifications as scheduled and handle problems that may arise.
4. The Division Project Manager shall be entitled at all times to be advised, at his/her request, as to the status and details of work being completed by the contractor in the format he/she requires. The contractor shall maintain coordination with the Division Project Manager at all times. Either party may request and be granted a conference upon request in a timely manner.
5. The contractor shall designate a competent Contractor's Representative who shall not be replaced without written or verbal notice to the Division Project Manager at least twenty-four (24) hours before the change. The Contractor's Representative shall be present at job sites and shall have the authority to act on behalf of the contractor. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the contractor.

6. The County reserves the right to inspect, at any time, the Contractor's procedures or equipment. Inspection, however, shall not relieve the Contractor of any obligations or responsibilities nor shall it transfer any liability to the County.
7. The County reserves the right to require the contractor to replace any onsite personnel or equipment used in the performance of this contract. If any personnel or equipment are violating, or have violated, any state or federal laws; or are unsafe; or have conducted work outside the scope of the issued delivery order or contract, the contractor shall immediately, upon written or verbal notice from the Division, provide satisfactory replacements at no additional cost.
8. When determined necessary by the Division Project Manager, a mandatory Pre-Work Conference will be conducted by the Division Project Manager or designee to ensure understanding and cooperation of all parties. The Pre-Work Conference will include, but is not limited to, discussing the burn prescription, desired firing techniques, management goals, threatened and endangered species, fireline and burn unit preparation, and/or pile burning activities.
9. All prescribed burns shall be conducted in compliance with Florida Statutes Chapter 590.125(3) "Certified Prescribed Burning" and Florida Administrative Codes Chapter 5I-2 and any other applicable laws. All fires shall be conducted by a certified burner with a current Florida burn certification number. All required personnel, equipment, firebreaks, and permits as established by law shall be accounted for by the contractor and burn boss prior to ignition.
10. All contract personnel on the burn site shall be equipped with and using the minimum personal protective equipment (PPE) according to the State of Florida standards (e.g., Nomex fire pants and shirt, hard hat, leather boots, leather gloves, eye protection and approved personal fire shelter). All contract burn personnel shall have 2-way radio communication with the burn boss and the required suppression equipment at all times during the burn. Adequate equipment and personnel shall be maintained on the site while burning operations are in progress and while any risk of escape exists. The Contractor shall have the appropriate control equipment onsite as approved by the Division Project Manager and described and required by the Florida Forest Service (FFS) standards. The Contractor shall supply all water resources needed for the control of the prescribed fire if water resources are not available onsite.
11. The Contractor shall be fully responsible for the training and safety of all contracted personnel participating in prescribed burning on the property. The Contractor shall provide all proper PPE and ensuring said equipment is used and maintained properly. The Contractor shall provide adequate fire-suppression equipment (either directly or via subcontract) to support all prescribed burns, and said equipment shall be fully operational and onsite for the entire duration of the prescribed burn. Additional Division staff, along with their appropriate PPE and any other additional equipment, may participate on the prescribed burns when available. This participation will be coordinated with the Contractor.
12. The Contractor shall be responsible for all costs and liability associated with burning activities including, but not limited to, any fire suppression costs, fines or damages resulting from prescribed burns that escape the prescribed burn unit or resulting from smoke originating from a prescribed burn.

13. The Contractor shall be responsible for any lost material or damaged equipment staged or used onsite. The Contractor shall be responsible for damages to existing property fencing or to adjacent properties. The Contractor shall keep gates closed and locked at all times, including while working on site and upon leaving the project site.
14. There shall be no earthwork or excavation of soils, unless authorized in writing by a County representative. It will be the responsibility of the contractor to restore the area at no additional cost. If unauthorized earthwork or excavation of soils occurs it will be done at no additional cost to the County.
15. Soil disturbance within County property during equipment loading and unloading shall be avoided. If soil rutting does occur during equipment turn-around, the Contractor, to the Division's satisfaction, shall grade these disturbances at no additional cost to the County.
16. The Contractor shall identify (locate) all utilities along the fire line. Utilities damaged by the Contractor shall be the responsibility of the Contractor.
17. All equipment shall be cleaned prior to entering County lands and prior to commencement of work and shall be free of potential exotic species to avoid transference to the project site. County staff reserves the right to inspect the equipment prior to commencement of the project.
18. Any trash brought onsite shall be removed at the completion of the project. All spills of oil, fuel, or grease from machinery or during refueling and maintenance of equipment shall immediately be contained and cleaned up by the Contractor at no cost to the County.
19. All staging and storage areas shall be agreed to and acceptable to the Division Project Manager. Areas used for staging or storage areas shall be restored to original or better condition at the end of the project at no additional cost to the County.
20. Definitions as given within Chapter 51-2 F.S. Open Burning Section.
 - a. Prescribed burning – means the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensures public safety and that the fire is confined to a predetermined area to accomplish planned fire or land management objectives.

TECHNICAL PROVISIONS

1. PRESCRIBED BURN PREPARATION

- 1.1 The contractor shall become familiar with each burn unit, writing a burn prescription which must be approved by the Division, obtaining burn permits from the Florida Forestry Service (FFS), as well as any other permits needed from any other state and local governments, safely burning the unit, and mopping up until the fire is declared out per FFS standards.
- 1.2 Burn prescriptions shall be written on a burn form that shall be approved by the Division Project Manager. Additional items on the burn prescription format may be added above and beyond that required by law based at the Division Project Manager's discretion. Final burn prescriptions shall be approved at least one week prior to the scheduled burn and once completed shall be delivered to the Division Project Manager within one week following the completion of the burn. The burn boss shall certify that the current and forecasted weather conditions meet the approved parameter ranges and that all other necessary factors are met prior to ignition. Spot weather forecasts for the nearest locations to the burn site shall be issued the day of the burn. The burn manager shall notify the Division the morning of each burn and indicate burn unit number(s).
- 1.3 The Contractor shall be responsible for all ground-truthing and field evaluations needed for the burn prescription and to conduct the burn. The Contractor shall document any variables relevant to the burn prescription. These may include the location of fences, structures, domiciles, power lines, water sources, potentially hazardous materials, etc.
- 1.4 The Division Project Manager reserves the right to require the Contractor to maintain or install firelines when needed. If required, fireline installation or maintenance will be included in the Delivery Order. Fireline maintenance includes the maintenance of existing fire lines and periodically knocking down vertical vegetation (i.e. snags, cabbage palms, etc.) near fire lines to reduce the potential for spot fires outside the unit. Fireline installation includes the construction of new firelines that did not exist previously. Fireline maintenance performed the day of the prescribed burn or minor touch up to the fireline to ensure the fireline is maintained down to mineral soil shall be considered as part of the prescribed burning, line item 1, of the bid proposal form.

Depending on fuel loads and habitat, firelines shall consist of a minimum of an eight (8) feet wide disked line. Fireline width shall be appropriately widened for the vegetation type that is being burned and that will allow for safe burning conditions. The firelines shall be cleared of at least 95% of all vegetation (including palmetto roots and all trees) down to mineral soil to reduce the potential of fire creeping along buried roots under the firebreak. Fireline installation may require mechanical vegetation reduction prior to installation. No tree stumps or associated root system shall remain within the firebreak in order to allow firebreak maintenance by disking and/or tilling. Throughout the entire fireline, vegetation should be separated from the soil. The soil resulting from this activity shall be spread along the cleared line to

be incorporated into the mineral soil fireline. Tree debris may not be windrowed along fireline edges. Any vegetative debris resulting from this activity shall be piled to be burned onsite or removed from the property. If piled, pile placement on the property must be approved by the Division Project Manager. Small piles may be placed on the interior of the burn unit with approval from the Division Project Manager. Should firelines not meet these above standards, the Contractor shall rework the firelines to meet the above specified conditions at no additional cost to the County.

- 1.5 Approved smoke management plans shall be enacted to protect “Smoke Sensitive Areas” identified by the FFS. These plans shall also protect highways, roads, and residential areas that are sensitive to smoke. The Contractor shall provide smoke management plans for review by Division staff before prescribed burning is conducted by the Contractor on County lands.
- 1.6 The Contractor shall notify all smoke prone and sensitive entities prior to prescribed fire, including, but not limited to, County/City Fire Stations, Police Stations, Schools, nearby community HOA’s, adjacent property owners, public asking to be notified, etc., dependant on burn locations. The Division will assist with approved contact language for letters, email addresses and/or phone numbers for the contractor for notifications. This letter shall be sent by the Contractor prior to the burning season (spring).
- 1.7 Imperiled species – some properties and/or units will have imperiled species (those species listed as endangered, threatened, or species of special concern and regulated by the State and/or Federal government). The Contractor shall use special precautions during prescribed burning in areas with imperiled species. Some instances may include areas with Red-cockaded woodpeckers (*Picoides borealis*) (RCWs) that will require the trimming of palmettos that are directly under their cavity trees and raking and/or back burning from the base of their cavity trees, and using a wetline around the cavity trees, if needed. In addition, during fireline installation and maintenance, gopher tortoise (*Gopherus polyphemus*) burrows shall be avoided and reported to the Division Project Manager if issues with avoidance occur. All areas where work will occur with imperiled species shall be coordinated with the Division Project Manager for locations and proper management procedures.
- 1.8 If the Contractor needs to conduct mechanical treatments to reduce fuel loads they shall obtain County approval on the type of equipment to be used and the extent of the work to be completed. A tractor/dozer with a mulching head and an aerator with a hydraulic lift shall be required for the majority of the reduction of fuel load projects. Other equipment for the balance of work shall include a backhoe/track hoe with a mulching head, a Gyro-trac or equivalent, and a tractor with a bush hog, brown tree cutter or equivalent.
- 1.9 Mechanical vegetation reduction shall be operated in such a manner as to accomplish effective mechanical treatment while minimizing soil disturbance. For roller-chopper/aerator use, the Contractor shall have no more than a 4-inch penetration into the soils. Equipment used to pull the chopper or aerator shall be either rubber-tired or tracked; however, rubber-

tired equipment will be preferred on most projects. If rubber-tired equipment is used, it is strongly recommended that they be forestry grade to avoid flat tires. The County will not be responsible for tire failure. If tracked equipment is used, the operator shall use gentle turns to prevent the creation of pressure ridges in sandy soils. Also, the Division Project Manager reserves the right to determine the amount of water weight to be added to the drum throughout the projects. Vegetation reduction project areas shall be mechanically treated to reduce at least 75% of understory/midstory vegetation in the treated area. In areas where tall scrubby species occur, the equipment shall be able to mechanically chop or mulch a majority of the oaks and other associated vegetation to less than a 100 hour fuel size (less than a 3" width). Following mechanical treatment, all chopped/mulched material in any roadway/trail shall be removed from the roadway/trail that can be considered an impediment or safety issue to trail users or vehicle use.

Roller-chopping equipment shall not be used on roads and firelines unless equipped with a hydraulic wheel lift. If soil is excessively rutted or piled during mechanical treatment activities as determined by the Division Project Manager, the Contractor shall re-grade/level these areas to the satisfaction of the Division Project Manager at no additional cost to the County.

Areas composed primarily of herbaceous vegetation and all wetlands shall be avoided unless otherwise directed by the Division Project Manager. Mature pines within the project areas shall also be avoided and not damaged during mechanical vegetation reduction. Pond and slash pine trees smaller than 20 feet in height will be allowed to be mechanically treated dependant on the goals of specific projects. Any unnecessary damage to trees shall require possible replacement/replanting of trees within the treatment area at no additional cost to the County and shall be based on tree size and the number of trees damaged.

- 1.10 Lone miscellaneous services shall be required for planning purposes of future prescribed burns. These may include such activities as fireline and prescribed fire planning, public meetings and presentations, as well as other activities related to Division prescribed fire plans.
- 1.11 Mobilization – in the event there is an unexpected change in the expected/predicted weather or unanticipated rain which prevents the completion of the prescribed burn, the County authorizes the Contractor to charge for mobilization of the fire equipment and fire personnel. The unexpected change/unanticipated rain payment must be approved by the Division's Project Manager. This cost will only be paid if this event occurs and is approved.

2. PRESCRIBED BURN IMPLEMENTATION

- 2.1 Burn preparation day of burn – All firelines and unit(s)/subunit(s) to be burned shall be evaluated for safe conditions. All firelines shall be verified that they meet the conditions as stated in provision 1.4. All required notifications shall be contacted prior to ignition. Burn prescriptions shall be available for all fire personnel and all personnel shall be briefed on the prescription.

- 2.2 Ignition - Depending upon the plant community, fuel load and habitat objectives, preferred ignition techniques may include strip head, flanking fires, spot fires and backing fire unless otherwise discussed in pre-burn meeting. Some cases may warrant the use of head fires (such as scrub or scrub-like burns).
- 2.3 Containment and mopping up – The minimum distance for extinguishing visible flames or smoldering debris is at least thirty (30) feet inside the burn unit.
- 2.4 Declaring the fire out – No visible smoke created from the burn unit for two days. Pile burns shall have no visible flame and be adequately extinguished without excessive smoke at the end of each burn day and meet state and local guidelines, laws and permits.
- 2.5 Monitoring the fire – Monitoring of the fire must occur during peak activity periods (rush hour traffic), strong winds, or low humidity events during active burning and until the fire is declared out. The Contractor shall provide adequate safety signs foretelling smog/smoke and notify FFS, the Florida Highway Patrol (FHP) and/or the Orange County Sheriff's Office to mitigate any potential hazards.
- 2.6 A copy of the burn prescription and a site map showing firelines, roads, natural features and avoidance areas shall be in the possession of the burn manager at the time of the burn. The burn manager shall remain onsite until the burn has been completely extinguished and meets the criteria for completion as specified by the Division Project Manager and FFS. When burning for the Division, care must be taken not to impact known threatened and endangered species, private lands, public use facilities, and/or exotic plant infestations, all of which will be noted within the Delivery Orders if they are known occurrences. The Division will coordinate with the contractor regarding maps needed for these aforementioned areas. If impacts to these sensitive areas occur, restoration of these areas shall be the responsibility of the Contractor at no additional cost to the County and completed to the Division's satisfaction.

3. EVALUATION

- 3.1 Before and following all prescribed burns, the Contractor shall conduct a field monitoring of the management unit to be burned.
 - 3.1.1 Pre-burn monitoring
 - a. At minimum, photos shall be taken within one week before a prescribed burn is planned within a Green PLACE management unit.
 - 3.1.2 Post-burn monitoring
 - a. At minimum, photos shall be taken one week, and one month following a prescribed burn.
- 3.2 Prior to payment to the Contractor, County staff will conduct a post burn evaluation of each completed burn unit or pile burn area. Success of each burn shall be determined by the established goals outlined in the burn unit

description; verify fireline rehabilitation, examine crown scorch, evaluate percent of available fuels burned, etc. Goals can be adjusted or amended at the Division's discretion depending on environmental conditions or other unforeseen factors that may limit the effectiveness of the prescribed burn. A minimum of 70% of the burnable fuel in a given unit shall be burned to be considered successful. All other activities will also be verified for completeness and performed to contract specifications.

4. SUPPRESSION

4.1 Vehicles shall be equipped with four-wheel drive. The contractor shall take every precaution to make sure the fire does not escape the prescribed burn boundary and that the prescribed burn is carried out in a safe manner. In the event of an escaped fire, FFS shall be notified immediately, followed by the Division Project Manager. The Contractor shall be responsible for all suppression and mitigation costs, including costs needed to rehabilitate the impacted unit.

5. WILDFIRE FIRE LINE REHABILITATION

5.1 EQUIPMENT SPECIFICATIONS:

- The Contractor shall use a track hoe for rehabilitation of the suppression fire lines. The track hoe shall be limited in size for this type of work and have a 12 foot reach or less and not have a width greater than the size of the fire line, approximately 15 feet wide.
- Any other equipment used shall be approved by the Division Project Manager. Equipment specifications can be changed at the discretion of the Division Project Manager if equipment is not satisfactory for meeting the project goals.

5.2 COMPLETION OF WORK SPECIFICATIONS:

- Fire line rehabilitation consists of leveling the fire line to pre-suppression conditions by using the piled and windrowed dirt and vegetation along the fire lines. The levels shall match the natural grade of surrounding areas that are in an undisturbed condition. Soil moved from the piles/windrows shall be graded onto the bottom of the fire line areas, which may consist of shaking/moving the vegetated debris. All large vegetated debris (trees/shrubs) shall be placed on top or adjacent to the fire line at the level of the original level ground. No piling of the material along the sides of the rehab fire line will be allowed. The goal of the project is to ensure that a leveled area is constructed that will prevent the channelization or retention of surface water.
- Division staff will meet with the Contractor prior to the beginning of the project to ensure that all aspects of the project are clearly identified.
- The Contractor shall use existing roads and fire lines throughout the site to access the property and the project area. The Contractor shall avoid all

areas flagged by Division staff in an effort to protect listed species (i.e. gopher tortoise burrows, etc.) and/or areas flagged to avoid disturbance. The Contractor shall avoid gopher tortoise burrows during rehabilitation of these fire lines. In addition, vegetation (trees, shrubs, herbaceous plants) must not be disturbed outside of the project area.

- While using tracked equipment, the operator shall use gentle turns to prevent the creation of pressure ridges in sandy and wet soils. No soil disturbance must occur outside the project and ingress/egress areas.
- If the ingress/egress roads are damaged during the course of this project, the Contractor shall re-grade or otherwise re-work any roads which have been damaged. In addition, any culverts or low water crossings along roads shall be repaired if damaged, at no cost to the County.
- Ground Conditions – In the event that a rain event occurs while the Contractor is on the property and conditions deteriorate to the point that the ground becomes saturated and/or rutting occurs, the Contractor shall vacate the property until such time as Division staff deems conditions favorable to resume fire line rehabilitation. The time the Contractor is vacated due to unfavorable ground conditions will not be counted against the Contractor and shall be considered as a “wet weather extension” of the contract. Any excessive rutting or other ground damage caused by the Contractor during the fire line rehabilitation shall be repaired by the Contractor, at no cost to the County.
- Division staff will provide maps to the Contractor and/or flag any areas that must not be treated within project areas.

5.3 GENERAL CONDITIONS FOR FIRE LINE REHABILITATION

- The Contractor shall not commence work until authorized by Division staff and a pre-work site meeting occurs.
- The Division reserves the right to require the Contractor to replace any onsite personnel or equipment used in the performance of this Contract. If any personnel or equipment are violating, or have violated, any state or federal laws; or are unsafe; the Contractor shall immediately, upon written or verbal notice from the Division, provide satisfactory replacements at no additional cost.
- The Contractor shall attend a site visit to review the project area with Division staff after project completion for final project acceptance and payment.
- In case of inclement weather where damage to the County property could be caused by heavy equipment, Division staff may extend the Contract Final Completion date by the number of days necessary to compensate for the lost days.

- All Federal, State and local laws and/or ordinances shall be followed by the Contractor. The Contractor is responsible for any permits that may be required for this project.
- The Contractor shall be responsible for any lost material or damaged equipment staged or used on site. The Contractor shall be responsible for damages to existing property fencing or to adjacent properties. The Contractor shall keep gates closed and locked at all times, including while working on site and upon leaving the project site.
- All staging and storage areas shall be agreed to and must be acceptable to Division staff. Areas used for staging or storage areas will be restored to original or better condition at the end of the project at no additional cost to the County.
- There shall be no earthwork or excavation of soils, unless authorized in writing by a County representative. Such authorization, or failure to authorize, shall not constitute a change in contract price or time.
- Soil disturbance within County property during equipment loading and unloading shall be avoided. If soil rutting does occur during equipment turn-around, the Contractor, to the Division's satisfaction, shall grade these disturbances.
- The Contractor shall identify (locate) all utilities along the fire line. Utilities damaged by the Contractor shall be the responsibility of the Contractor.
- All equipment shall be cleaned prior to entering County lands and prior to commencement of work and shall be free of potential exotic species to avoid transference to the project site. Division staff reserves the right to inspect the equipment prior to commencement of the project.
- Any trash brought on site shall be removed at the completion of the project. All spills of oil, fuel, or grease from machinery or during refueling and maintenance of equipment shall immediately be contained and cleaned up by the Contractor.

5.4 TIME FRAMES

- The Contractor shall mobilize and initiate the project within ten (10) days of issuance of a Delivery Order and the project shall be completed within thirty (30) days once the project is initiated, unless extended by the Division's Project Manager.
- The Contractor shall consult with Division's Project Manager for inspection and approval of work quality being accomplished within three (3) days after completion of the project.
- The Contractor shall notify the Division's Project Manager not less than three (3) days prior to initiating the project. This notification is necessary to arrange verification of completed work by the Division's inspection staff. A pre-work meeting is mandatory before work is initiated. Specific protocols and procedures for notification and verification will be determined by the Division and provided to Contractor at the pre-work meeting.

6. PAYMENT

- 6.1 The County will pay the Contractor for satisfactory service upon submission of invoices following the work completed. The Contractor's invoices shall contain a list of units burned, actual acres burned for each burn unit and cost per acre, miles of fireline maintenance and/or fireline installation performed, cost per mile maintained/installed, pile burning costs and hours performed, costs and acres for mechanical vegetation reduction performed, costs and hours for miscellaneous services used, costs and hours for mobilization and associated totals. The Contractor shall provide a description of the work performed. The invoice will be verified as accurate and true by the Division Project Manager and Finance prior to payment.

**SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**

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.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Perry.Davis@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address:

-

CONTACT: **Perry Davis**
IFB NUMBER: **Y18-1089-PD**
TITLE: **Prescribed Fire and Associated Services**

BID DUE DATE: **Tuesday, July 31, 2018**

DELIVER TO:
ORANGE COUNTY PROCUREMENT
DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

QUALIFICATION OF BIDDERS

PRE-BID CONFERENCE: A **Non-Mandatory Pre-Bid Conference** will be held on **Wednesday, July 18, 2018, 1:00 P.M.**, located at **3165 McCrory Place, Suite 200, Orlando Florida 32803**. Attendance is not mandatory but is encouraged.

BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below 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.

The Bidder shall submit the following information with the bid:

- 1. List and brief description of work substantially similar in scope and magnitude satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets, the same client entity shall not be used more than once.
- 2. List of equipment and facilities available to do the work.
- 3. List of personnel, by name and title, contemplated to perform the work.
- 4. Copies of all applicable licenses
- 5. Bid Response Form
- 6. Authorized Signatories/Negotiators
- 7. Drug-Free Workplace
- 8. Schedule of Sub-contracting
- 9. Conflict/Non-Conflict of Interest Form
- 10. E-Verification Certification
- 11. Current W9
- 12. Relationship Disclosure Form

- 13. Orange County Specific Project Expenditure Report.
- 14. Agent Authorization Form (if Applicable)
- 15. Leased Employee Affidavit (if Applicable)
- 16. Certification Regarding Lobbying For Contracts (if Applicable)
- 17. Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) with attached documentation evidencing affirmative steps.
- 18. Information for determining Joint Venture Eligibility
- 19. Contract Y18-1089-PD, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.

**BID RESPONSE FORM
IFB #Y18-1089-PD**

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

| Item No. | Description | Unit | Estimated Annual Quantity | Unit Cost | Total Estimated Bid |
|--|--|-------------|----------------------------------|------------------|----------------------------|
| 1 | Prescribed Burning | Acres | 1200 | \$ | \$ |
| 3 | Fire line Maintenance | Miles | 100 | \$ | \$ |
| 4 | Fire Line Installation | Miles | 50 | \$ | \$ |
| 5 | Wildfire Rehabilitation – Fire line (<i>pile clearing, installation, equipment mobilization, and all other activities required to rehabilitate the wildfire lines to the state they were initially in or better</i>) | Miles | 25 | \$ | \$ |
| 6 | Mechanical Vegetation Reduction (roller-chopping/aerator) | Acres | 200 | \$ | \$ |
| 7 | Mechanical Vegetation Reduction (mulching) | Acres | 250 | \$ | \$ |
| 8 | Lone Miscellaneous Services (includes pre and post prescribed fire field photo monitoring) | Hours | 250 | \$ | \$ |
| 9 | Mobilization of Fire Equipment and Personnel Due to Unexpected Change | Hours | 15 | \$ | \$ |
| Total Estimated Bid (Items 1-9) | | | | | \$ |

Minimum Quantity – During the initial performance period of this contract, the County guarantees the Contractor will receive orders for minimum of 10% of the contract amount.

Company Name

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

Performance shall be no later than one hundred and twenty (120) days to conduct prescribed burning activities from receipt of the delivery order. If the Contractor is unable to perform the work issued under the Delivery Order, they must provide written documentation as to why the work could not be performed. Performance shall be no later than thirty (30) days to conduct fireline maintenance/installation, mechanical vegetation reduction (roller-chopping/aerator and mulching) activities, and lone miscellaneous services from receipt of the delivery order. Additional days for bad weather may be approved by the County at its discretion. Bids which fail to meet this requirement shall be rejected.

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

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

* *Joint venture firms must complete and submit with their Bid Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

REFERENCES

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. The same client entity shall not be used more than once.

1. Company Name: _____

Owner's Name: _____

Description of goods or 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 goods or 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 goods or services
provided:

Contract Amount:

Start and End Date of
Contract:

Contact Person:

Address:

Telephone Number:

Email Address:

LIST OF EQUIPMENT

1. Description: _____
Model: _____
2. Description: _____
Model: _____
3. Description: _____
Model: _____
4. Description: _____
Model: _____
5. Description: _____
Model: _____
6. Description: _____
Model: _____
7. Description: _____
Model: _____
8. Description: _____
Model: _____
9. Description: _____
Model: _____
10. Description: _____
Model: _____
11. Description: _____
Model: _____
12. Description: _____
Model: _____

LIST OF PERSONNEL

1. Name: _____
Position: _____
2. Name: _____
Position: _____
3. Name: _____
Position: _____
4. Name: _____
Position: _____
5. Name: _____
Position: _____
6. Name: _____
Position: _____
7. Name: _____
Position: _____
8. Name: _____
Position: _____
9. Name: _____
Position: _____
10. Name: _____
Position: _____
11. Name: _____
Position: _____
12. Name: _____
Position: _____

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. Y18-1089-PD

As specified in the General Terms and Conditions and 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 and dollar amount 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.Y18-1089-PD

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.Y18-1089-PD, Prescribed Fire and Associated Services**, 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 BIDDER**

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

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

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

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

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

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

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term

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

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

Part III

Original signature and notarization required

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

Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

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: _____

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
APPENDIX A, 44 C.F.R. PART 18**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

AFFIDAVIT OF COMPLIANCE
WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

- _____
(Initial) 1. Qualified small and minority businesses, and women's business enterprises, were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- _____
(Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- _____
(Initial) 3. Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- _____
(Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- _____
(Initial) 5. The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- _____
(Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.
- _____
(Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the
project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in
§92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to
the best of my information, knowledge, and belief.

Signature

Date

Printed Name

Official Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____ of _____, a _____
(Name of officer or agent, Title) (Name of company) (State)
corporation, on behalf of the corporation.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)



**CONTRACT NO. Y18-1089
Prescribed Fire and Associated Services**

This contract is not valid unless bilaterally executed. Subject to mutual agreement the Orange County Board of County Commissioners hereby enters into a contract subject to the following:

1. Ordering against Contract:

- E. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order or Purchase Order against this contract. Each Delivery Order or Purchase Order will specify the quantity, description and location for deliver.
- F. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando Florida 32803
Phone 407) 836-1400

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y18-1089, – Prescribed Fire and Associated Services**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

_____ (Name)
_____ (Title)

DATE: _____

NOTICES: _____ (Address)
_____ (Address)
_____ (City, State Zip)
_____ (Phone)
_____ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County Board of County Commissioners Acceptance of Bidders Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y18-1089, Prescribed Fire and Associated Services - Term Contract.**
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE.**
- C. The estimated contract award for the initial term of the contract is

\$ _____
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order or Purchase Order.
- E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

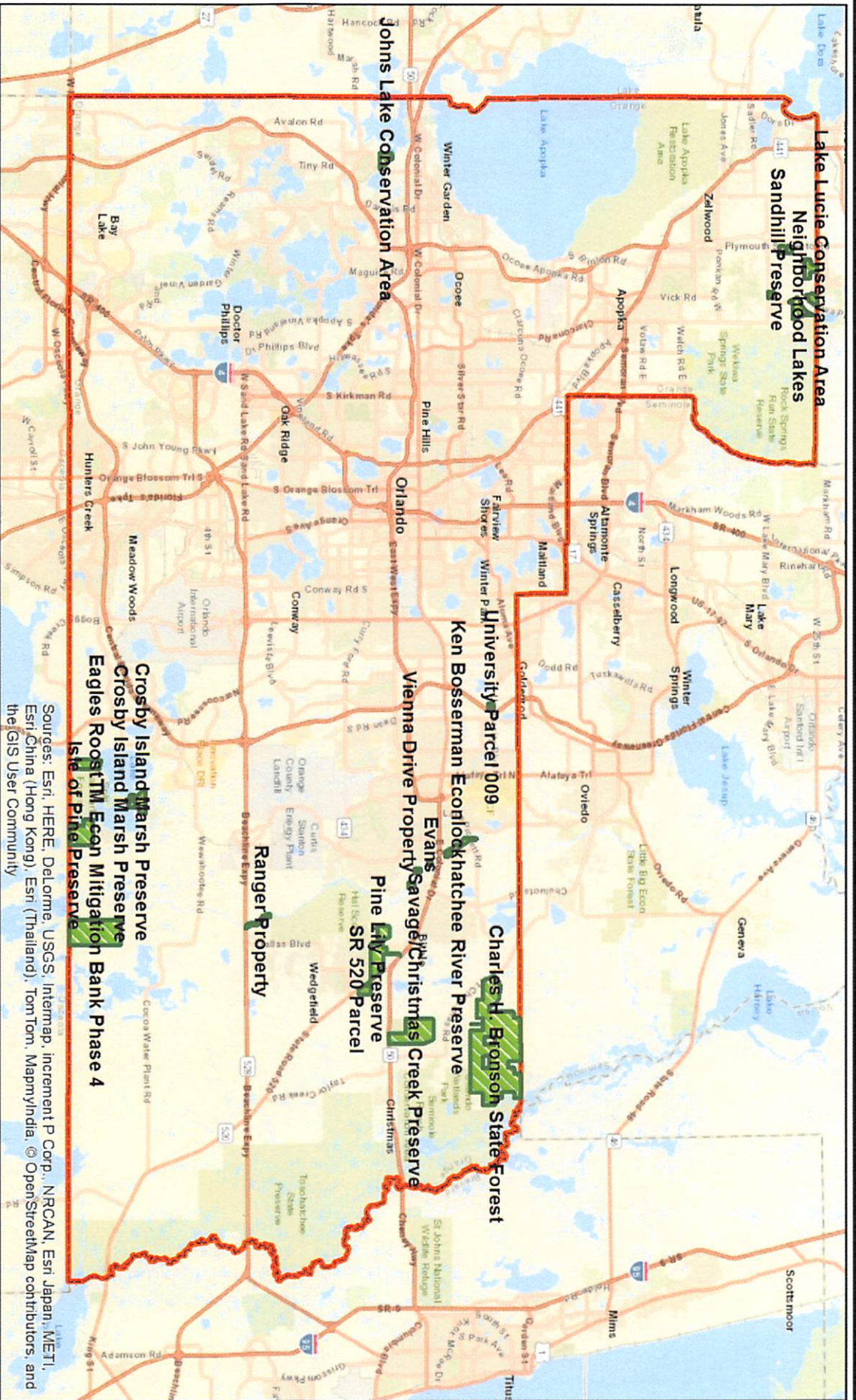
BY: _____
Name, Title
Procurement Division

DATE: _____

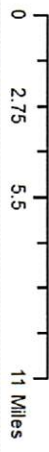
**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**

Appendix A

| Property_Name | Access Point | Latitude | Longitude | Acres | Address |
|--|-------------------------|-------------|--------------|---------|--|
| Crosby Island Marsh Preserve | Northeast Gate | 28.38634138 | -81.19260839 | 280.91 | 13601 Moss Park Road |
| Eagles Roost | Gate | 28.35951794 | -81.21123551 | 231.41 | 105252 Clapp Sims Duda Road |
| Isle of Pine Preserve | West Gate | 28.36184019 | -81.17236549 | 534.49 | 14010 S. Lake Mary Jane Road |
| Isle of Pine Preserve | East Gate | 28.36194443 | -81.16323738 | | 14032 Lacebark Pine Road |
| Johns Lake Conservation Area | Gate | 28.52933171 | -81.60982175 | 138.62 | 880 Avalon Road |
| Ken Bosserman Econlockhatchee River Preserve | South Gate | 28.58420435 | -81.16489464 | 123.57 | 14792 Lake Pickett Road |
| Ken Bosserman Econlockhatchee River Preserve | North Gate | 28.58414385 | -81.16484878 | 8.60 | 14801 Lake Pickett Road |
| Lake Lucie Conservation Area | Gate | 28.78410721 | -81.54323817 | 163.38 | 43 Rainey Road |
| Nunnally/Evans | Gate | 28.5607969 | -81.15077162 | 3.06 | 15646 Old Cheney Highway |
| Pine Lily Preserve | Parking Lot (West Gate) | 28.52863122 | -81.09641397 | 424.75 | 1401 County Road 13 |
| Pine Lily Preserve | East Gate | 28.52719191 | -81.07332702 | | 20206 State Road 520 |
| Pine Lily Preserve - Long Branch | Gate | 28.53112181 | -81.09786465 | 163.53 | 710 South County Road 13 |
| Hidden Pond Preserve | North Gate | 28.522498° | -81.068809° | 114.00 | 20391 State Road 520, Orlando Florida 32833 |
| Hidden Pond Preserve | South Gate | 28.518197° | -81.065530° | | 20537 State Road 520 Orlando, Florida 32833 |
| Ranger Drainage District Property | Gate | 28.464998° | -81.112785° | 81.00 | no assigned address (Starry and Edgerton |
| Pine Plantation | Gate | 28.75742953 | -81.52570565 | 40.16 | 951 W Kelly Park Road |
| Sandhill Preserve | Parking Lot | 28.77142549 | -81.55679414 | 83.44 | 5611 Plymouth Sorrento Road |
| Savage/Christmas Creek Preserve | Parking Lot | 28.55752719 | -81.0300355 | 892.12 | 11046 NW Christmas Road |
| Savage/Christmas Creek Preserve | Gate | 28.53606231 | -81.04023284 | | 22001 East Colonial Drive |
| Sunflower Property | No Gate | 28.54725405 | -81.13645138 | 33.79 | 1670 Sunflower Trail |
| TM Econ Mitigation Bank Phase 4 | North Gate | 28.36724737 | -81.09492218 | 1343.24 | 13500 South County Road 13 |
| Vienna Drive Property | No Gate | 28.55090761 | -81.14499657 | 26.20 | 15941 Vienna Drive |



Green PLACE Properties



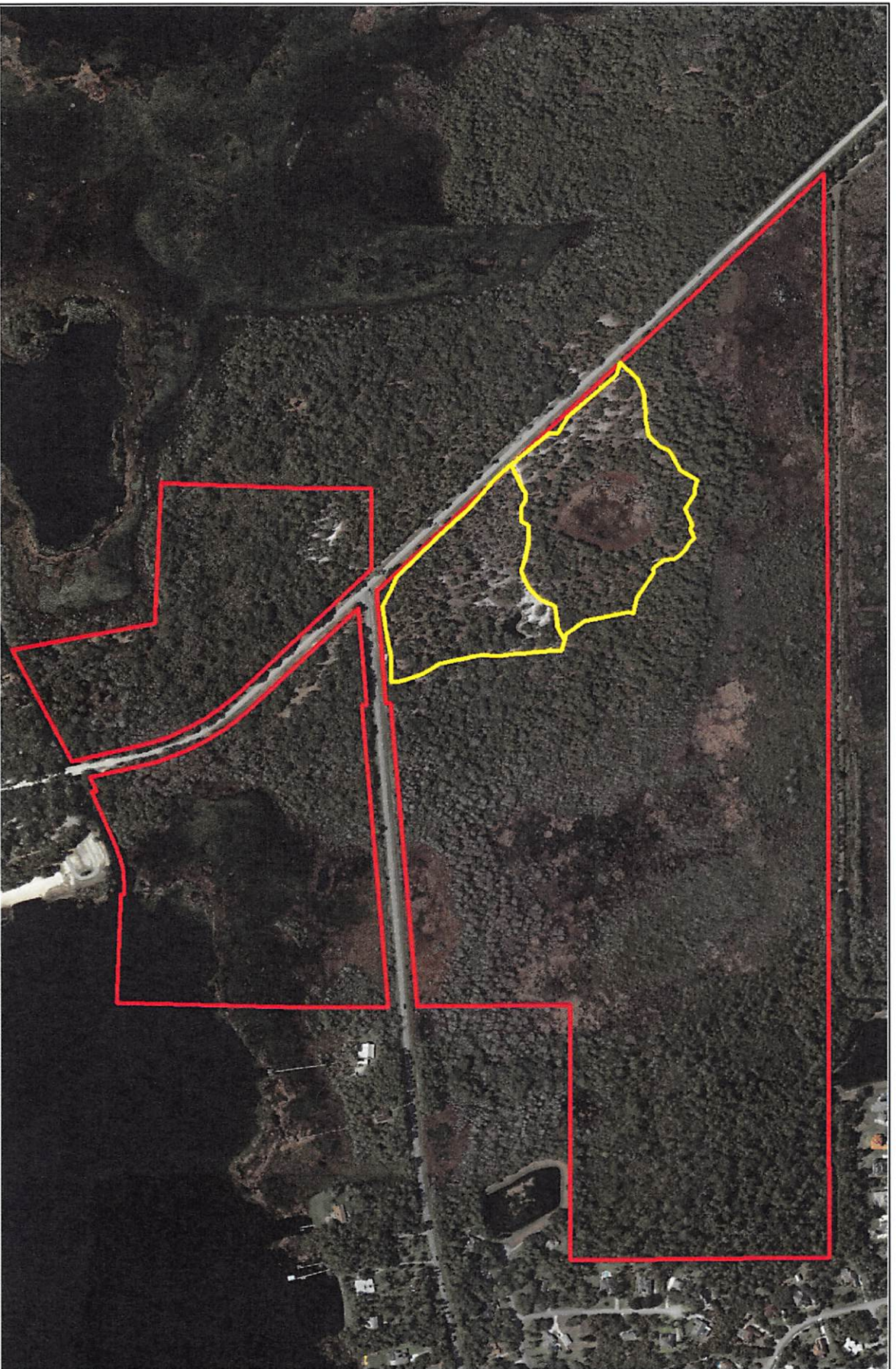
Legend



- Green PLACE Properties
- County Boundary

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Orange County prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is.

2014 CIMP Burn Units



-  Crosby Island Marsh Preserve
-  Burn Units

Eagles Roost Aerial



0 0.05 0.1 0.2 Miles

Isle of Pine Preserve



0 0.075 0.15 0.3 Miles

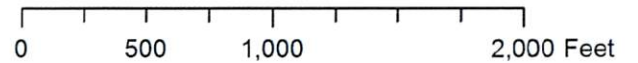
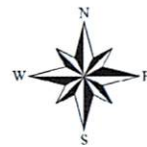
A horizontal scale bar with four segments. The first segment is labeled '0', the second '0.075', the third '0.15', and the fourth '0.3 Miles'.

Johns Lake Conservation Area

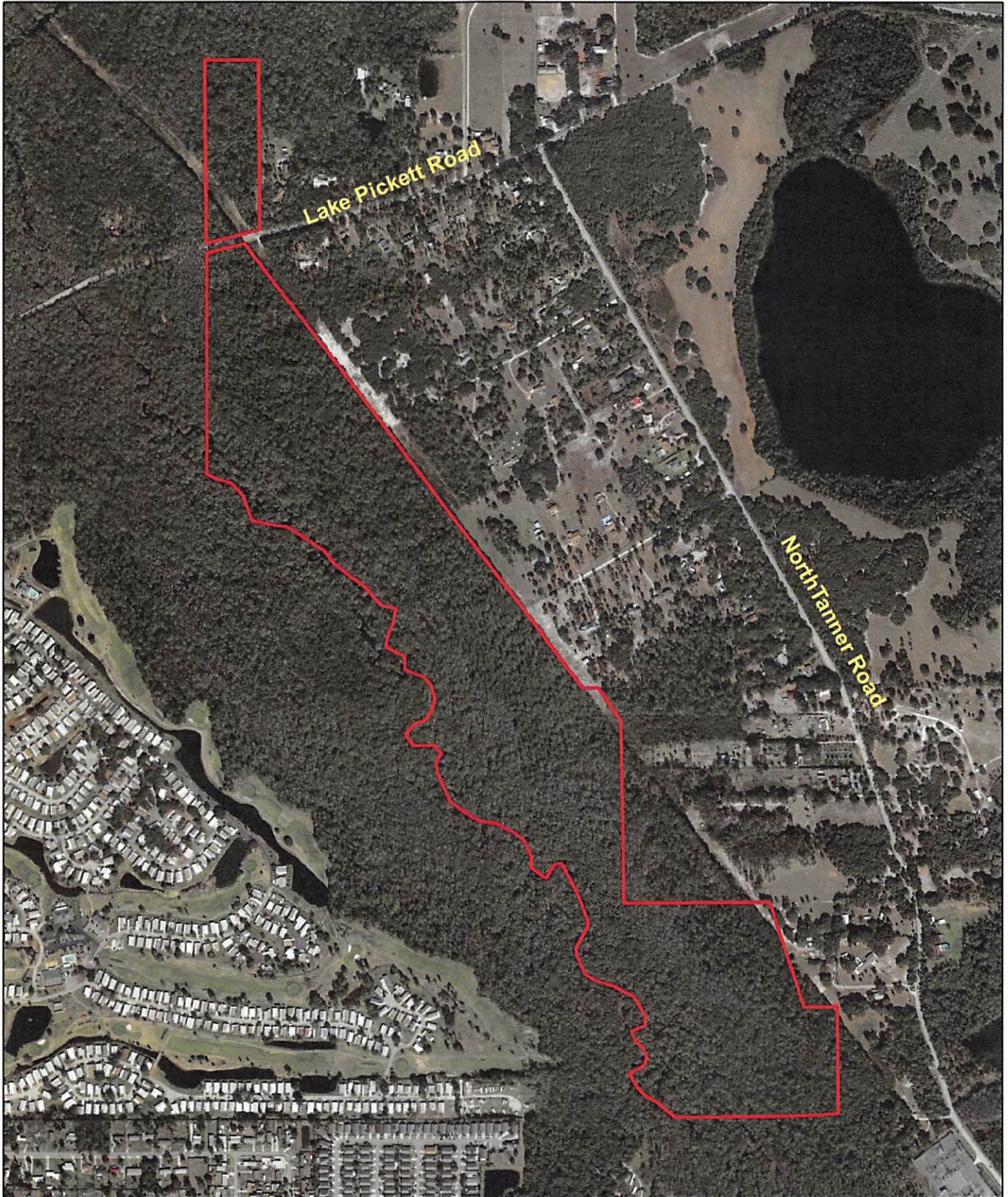


Legend

- Access Points
- Stucki Boundary
- streets



Ken Bosserman Econ Preserve



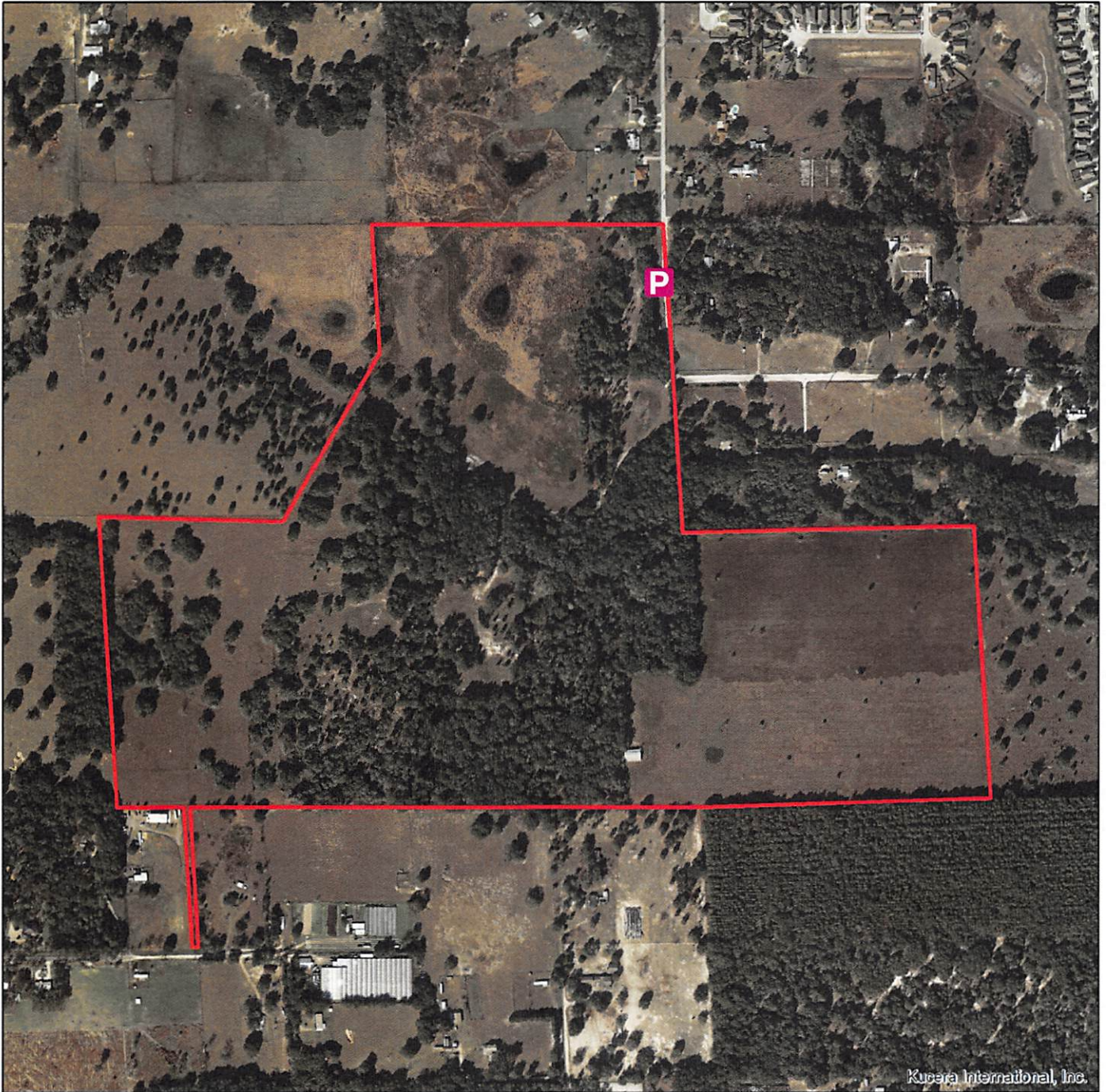
*Access not yet available

Legend

 Green_Place_Boundaries



0 600 1,200 2,400 Feet



LLCA
Aerial Map



0 200 400 800 Feet

Legend

-  LLCA Boundary
-  Parking

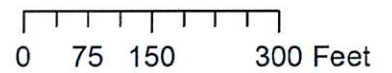
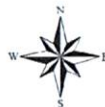
Orange County prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is.

Nunnally/Evans Aerial



Legend

-  Nunnally
-  Evans



Pine Lily Preserve

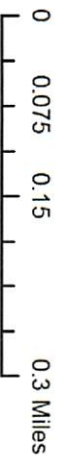




Figure 18
SR 520 Tract
2014 Historical Map



0 190 380 760 Feet

Legend




Green PLACE Properties

Orange County prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is.

Longbranch




0 0.045 0.09 0.18 Miles

A horizontal scale bar with four segments, corresponding to the markings 0, 0.045, 0.09, and 0.18 Miles.

Ranger Property



Legend

 Ranger Property



0 0.05 0.1 0.2 Miles

Pine Plantation



Legend



Pine Plantation



0 80 160 320 Feet

Sandhill Preserve



Legend

 Sandhill Preserve





SCCP Property
2012 Aerial



0 395 790 1,580 Feet

Legend

 Green PLACE Properties

Orange County prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is.



TM/Econ Mitigation Bank
Phase IV



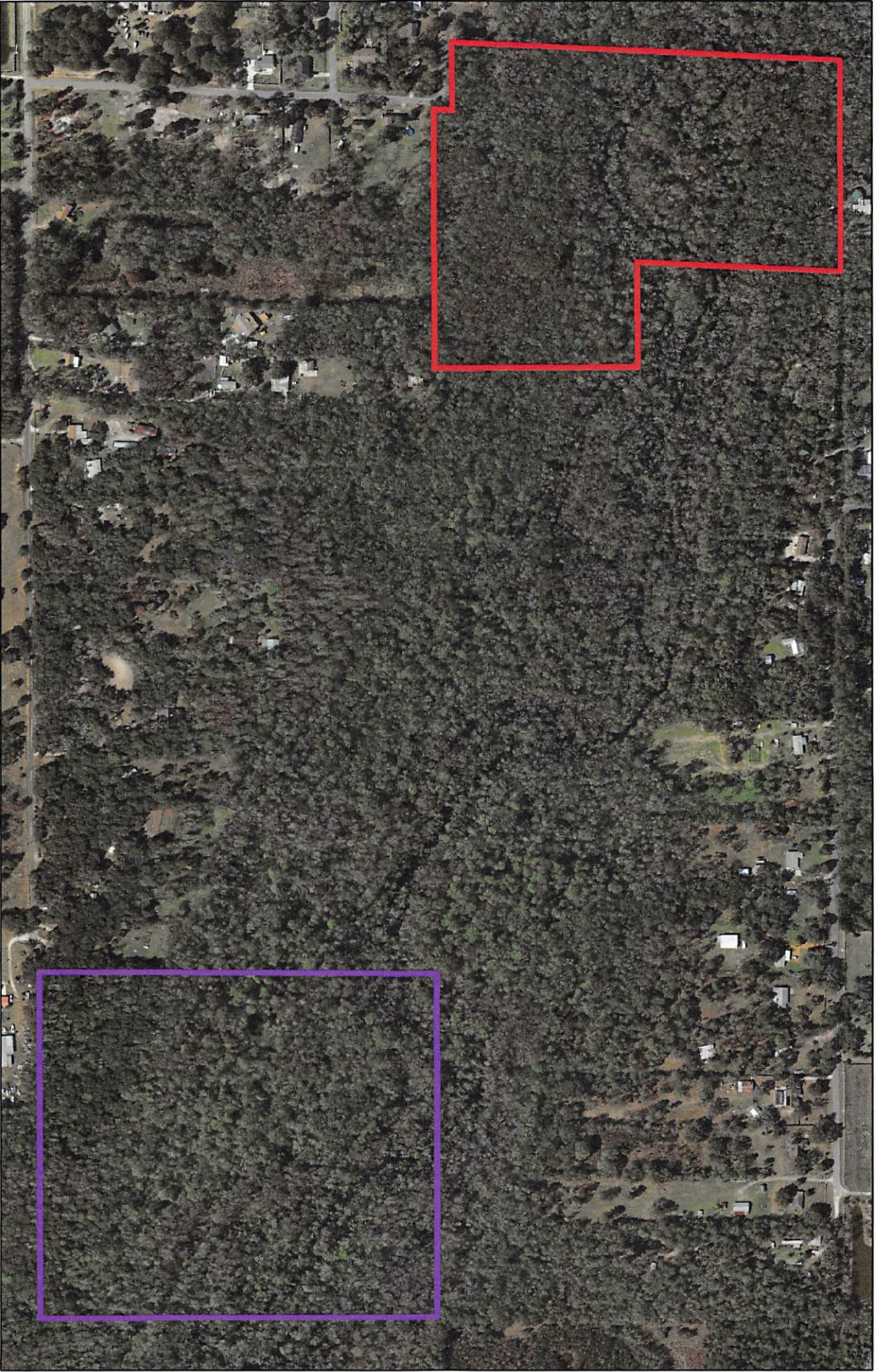
0 500 1,000 2,000 Feet

Legend

 TM Econ Mitigation Bank Phase 4

Orange County prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is.

Vienna Drive and Sunflower Property



Vienna Drive Property



Sunflower Property

