



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

AMENDMENT NO.1

**CONTRACT #Y20-1033
LANDSCAPE MAINTENANCE AT DR. PHILLIPS PARK**

By mutual agreement, the contract is changed as follows:

1. ADDITIONS
 - a. Commodity line 4 for Landscape Services for the trails, is hereby added to the contract at a unit price of \$690/month, in the estimated quantity of 12, an increase of \$8,280.
2. The total amount of the contract is increased \$38,375.00 annually to \$46,655.00 annually, for a total increased \$8,280.00.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

HELPING HAND LAWN CARE

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

By: 



Print Name: E. Norman Rippel

Zulay Millan, Assistant Manager

Title: President

Procurement Division

Date: 6-23-2020

Date: June 23, 2020



**CONTRACT NO. Y20-1033
Landscape Maintenance at Dr. Phillips Park**

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

1. Ordering against Contract:
 - A. Unless otherwise specified in the Request for Quotes, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. 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:

Community & Family Services-Parks Fiscal
2100 East Michigan Street,
Orlando, FL 32806
(407) 836-6255

Or

Email all invoices to: CFSParks@ocfl.net

- B. Invoices against this contract are authorized only at the prices stated in your quote response, unless otherwise provided in the Request for Quotes.

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

- A. The Quoter hereby submits an irrevocable offer in response to **Request for Quotes No. Y20-1033, Landscape Maintenance at Dr. Phillips Park - Term Contract**, 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.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Quoter affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Helping Hand Law Care
(COMPANY NAME)

BY:  (Authorized Signatory)

Elder Ripper (Name)

President (Title)

DATE: 4-22-2020

NOTICES: Po Box 1704 (Address)

_____ (Address)

Sorrento FL 32776 (City, State Zip)

407-221-0593 (Phone)

hhlawncare@hotmail.com (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 quoter and included in the sealed quote response.


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

6. Counterpart (2):

Orange County's Acceptance of Quoter's Offer and Contract Award

- A. The County's acceptance of the Quoter's offer in response to our **Request for Quotes No. Y20-1033, Landscape Maintenance at Dr. Phillips Park - Term Contract.**
- B. This contract is effective **May 1, 2020**, and shall remain in effect through **April 30, 2021.**
- C. The estimated contract award for the initial term of the contract is **\$38,375.00.**
- D. This is a term contract for the time period specified in the referenced Request for Quotes, 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 Request for Quotes. The quoter is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed upon mutual agreement as provided in the Request for Quotes. 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 Request for Quotes.

ORANGE COUNTY, FLORIDA

BY: 

Maria Guevara-Hall, Buyer Supervisor
Procurement Division

DATE: 4/22/2020

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

QUOTE RESPONSE FORM - CONTINUED

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL QUOTERS:

Company Name: Helping Hand Lawn Care

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

TIN#: 20 0089577 D-U-N-S® # _____

Po Box 1704 Soireto
(Street No. or P.O. Box Number) (Street Name) (City)

Lake Fl 32776
(County) (State) (Zip Code)

Contact Person: Norman Ripper

Phone Number: 407. 221-0593 Fax Number: _____

Email Address: hhlawn Care @ hotmail. com

EMERGENCY CONTACT

Emergency Contact Person: Reggie Pinaid

Telephone Number: 407-416-3591 Cell Phone Number: _____

Residence Telephone Number: _____ Email: helpinghand1c@ hotmail. com

ACKNOWLEDGEMENT OF ADDENDA

The Quoter 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 quote. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your quote. 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. 1, Date 3/13/20 Addendum No. _____, Date _____

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

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Issue Date: March 11, 2020
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**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

ADDENDUM #1

**REQUEST FOR QUOTES #Y20-1033
LANDSCAPE MAINTENANCE AT DR. PHILLIPS PARK**

The above RFQ is changed as follows:

1. The acceptance date has been changed as follows: Quotations will be accepted up to **5:00 PM (local time), Wednesday, March 18, 2020.**
2. Quote Response Form Page 50 is replaced with page 50-A as attached.

IMPORTANT: Failure to submit your quotation with the "Revised Quote Response Form" per this Addendum shall be cause for your quotation to be rejected as non-responsive.

The following are questions, with respective answers, for the above Request for Quotes:

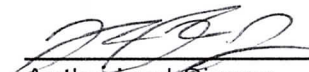
1. QUESTION – On the price form under 2 it says hourly rate for irrigation/Landscape repairs but then it says 12 months for quantity and monthly under unit cost. Should it be by hour?

ANSWER – Correct. Description has been modified, and annual quantity and unit cost have been corrected to reflect measurement as "hour".

All other specifications, terms and conditions remain the same.

ACKNOWLEDGEMENT OF ADDENDA

- a. The quoter shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the quoter.
- b. Receipt acknowledged by:



 Authorized Signer
 Vice President of Operations

 Title
 Reginald Pineda, Jr.

 Name of Quoter


3/13/20

 Date Signed

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Quoter represents that the following **principals** are authorized to sign quotes, negotiate and/or sign contracts and related documents to which the quoter 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
E. Norman Rippe	President	407-221-0593 hhlawncare@hotmail.com

	
(Signature) President	(Date)
(Title) Helping Hand Law Care	
(Name of Business)	

The Quoter shall complete and submit the following information with the quote:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

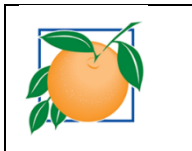
State of Incorporation: FL

Principal Place of Business (Florida Statute Chapter 607): Apopka / Orange / FL
City/County/State

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

Federal I.D. number is: 20-0089577

* Joint venture firms must complete and submit with their Quote 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 Quote Response



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

ADDENDUM #1

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LANDSCAPE MAINTENANCE AT DR. PHILLIPS PARK**

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All other specifications, terms and conditions remain the same.

ACKNOWLEDGEMENT OF ADDENDA

- a. The quoter shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the quoter.
- b. Receipt acknowledged by:

Authorized Signer

Date Signed

Title

Name of Quoter

**REVISED QUOTE RESPONSE FORM
RFQ Y20-1033**

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

ITEM NO. DESCRIPTION ANNUAL QUANTITY X UNIT COST = TOTAL QUOTE

1	Landscape Management Dr. Phillips Park	12 Months	X	\$_____/monthly	\$_____
2	Irrigation / Landscape Repairs	25 Hours	X	\$_____/hourly	\$_____

ITEM NO	DESCRIPTION	QTY	+/-	UNIT PRICE (PERCENT)	ESTIMATED ANNUAL PRICE
3	Parts/Materials Actual Cost with percent mark-up on the actual cost (3rd party documentation required). <i>Calculate as follows: Example: If the mark-up is 10% your calculation should be \$1,000 + 10% = \$1,100</i> <i>OR</i> <i>If the mark-down is 10% your calculation should be \$1,000 - 10% = \$900</i>	\$1,500	+/-	_____% <input type="checkbox"/> Markup <input type="checkbox"/> Mark Down	\$_____
TOTAL ESTIMATED ANNUAL OFFER (1+2+3)					\$_____

Company Name

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

Performance shall be not later than two (2) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Request for Quotes may be directed to Zuleimy Ralat Perez, Buyer, at Zuleimy.RalatPerez@ocfl.net.



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

**REQUEST FOR QUOTES Y20-1033
LANDSCAPE MAINTENANCE AT DR. PHILLIPS PARK
TERM CONTRACT**

QUOTE SUBMISSION DUE DATE:

Quotes in an original and digital format for furnishing the above will be accepted up to **5:00 PM (local time), Monday, March 16, 2020**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801 or electronically by email submission to Zuleimy.RalatPerez@ocfl.net.

PRE-QUOTE CONFERENCE:

A **Non-Mandatory Pre-Quote Conference** will be held on **Friday, March 6, 2020, 11:30 AM**, located at **Dr. Phillips Park 8249 Buenvista Woods Blvd., Orlando, FL 32826**. Attendance is not mandatory but is encouraged.

NOTICE TO QUOTERS:

To ensure that your quote 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 Zuleimy Ralat Perez, Buyer at Zuleimy.RalatPerez@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Quotes shall be submitted by email to Zuleimy.RalatPerez@ocfl.net, no later than **5:00 PM Monday, March 9, 2020** to the attention of Zuleimy Ralat Perez, Procurement Division, referencing the RFQ 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 quotation forms. The quotation page(s), and all forms listed on the quotation page(s) are to be filled in, signed, and submitted to the Procurement Division on or before the specified time and date.

It is the sole responsibility of the Quoter to ensure that their quotation reaches the Procurement Division on or before the closing date and time. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone shall not be accepted.

The County will not be responsible for late deliveries or delayed mail. Any quotation received prior to award may be considered if it is determined to be in the County's best interest.

All quotations must be typewritten or handwritten 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 quotation.

Quotation files may be examined in accordance with Florida Sunshine Laws.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Request for Quotes shall be submitted by email to the Procurement Division representative specified on the cover page of this Request for Quotes. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Request for Quotes.

When required the Procurement Division shall issue and disseminate an addendum to the Request for Quotes.

Quoters are instructed not to contact the initiating division directly. No oral interpretation of this Request for Quotes 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 Quoter or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Quoter or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) quote must be the price(s) for new goods, unless otherwise specified. Any quotes containing modifying or "escalator" clauses will not be considered unless specifically requested in the quote 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 quote 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 quotes and to make the award to that quoter 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 quote of any quoter 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 quoters 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-quote. Award will be made to the lowest responsive and responsible quoter 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.

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 quote.

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 quoters. 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 quotes, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest quote offered.

The Quoter shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items quote upon. Unless the quote 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 quotes.

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

7. NO QUOTE

Where more than one item is listed, any items not quote upon shall be indicated as “NO QUOTE”.

Caution: indicating “NO QUOTE” on an all-or-none total estimated award will result in a firm being deemed non-responsive.

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All quoters must disclose with their quote the name of any officer, director, or agent who is also an employee of Orange County. Further, all quoters must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Quoter’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 Quoter 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. UNIFORM COMMERCIAL CODE

If commodities are being furnished, the Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Request for Quotes.

14. CODES AND REGULATIONS

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

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Quoter's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Quoter's total will be corrected accordingly. Quoters must check their quote where applicable. Failure to do so will be at the Quoter's risk. Quotes having erasures or corrections must be initialed in ink by the Quoter.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, 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 and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. QUOTE FORMS

All quotes shall be submitted on the County's standard Quote Response Form. Modification of the Quote Response Form herein or submission of Quotes on Quoter's quotation forms shall not be accepted and shall be deemed non-responsive.

19. REFERENCES

A contact person shall be someone who has personal knowledge of the Quoter'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 Quoter.

20. QUOTE AND RELATED COSTS

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

21. CONTRACTUAL AGREEMENT

This Request for Quotes shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), quote document, and response.

22. 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 quote on a contract with a public entity for the construction or repair of a public building or public work, shall not submit quotes 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.

23. DRUG-FREE WORKPLACE FORM

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

24. SUBCONTRACTING

Quoters 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".

25. CONFLICT OF INTEREST FORM

Quoter shall complete the Conflict of Interest Form attached hereto and submit it with their quote.

26. 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 quote responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the Buyer identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a quoter to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable quote to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the quote. Any questions concerning these forms shall be addressed to the Buyer identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective quoter 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 quote opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Quotes.

28. 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.

29. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for quote evaluation purposes.

30. 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 Request for Quotes.

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.

31. 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.

32. CLARIFICATIONS

It is the Quoter's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request for Quotes. Lack of understanding and/or misinterpretation of any portions of this Request for Quotes shall not be cause for withdrawal of your quote after opening. Quoter's must contact the Procurement Division, at the phone number on the quote cover sheet **prior** to quote 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 Quoter and the County.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The prices in this quote 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 quoter or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter prior to opening, directly or indirectly to any other Quoter or to any competitor; and,
- C. No attempt has been made or shall be made by the Quoter to induce any other person or quoter to submit or not to submit a quote for the purpose of restricting competition.

34. 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.

35. 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.

36. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 quote 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.

42. 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 quoters should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Quoter must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a quote. Requests by quoters to keep entire quotes confidential are generally not supported by public records laws.

At a minimum, the County will disclose the successful quoter's name, the substance of the quote, and the price.

If the quoter requests confidential treatment, quoter must submit an additional copy of the Quote with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, quoter shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Quoter shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its Quote. Quoter agrees and understands that the County may make copies of, and distribute, the Quote without any requested redactions, to facilitate evaluation. Quoter warrants that such copying will not violate the rights of any third party.

43. 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.

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 quote 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.

44. SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to quote on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is not:
 1. 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; and/or
 2. Engaged in business operations in Cuba or Syria.

- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
3. Have falsified its certification of eligibility to quote on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 4. Have become ineligible to quote on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

45. 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, 407-836-5635**

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. 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.

2. QUOTE ACCEPTANCE PERIOD

A quote shall constitute an irrevocable offer for a period of ninety (90) days from the quote 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 quote opening date, the Quoter may withdraw their quote or provide a written extension of their quote.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

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

5. POST AWARD MEETING

Within **three (3)** days of County's request, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. PERFORMANCE

Timely performance is of the essence in the award of this Request for Quotes. Performance shall be no later than **five (5)** calendar days from receipt of delivery order. Quotes 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 Request for Quotes is completed.

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

7. 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 two (2) days 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 five (5) 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. 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.

8. 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.**

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a quote in response to this solicitation, the Quoter certifies that all material, equipment, etc., contained in their quote meets all OSHA requirements. Quoter 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.

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Any good delivered under a contract resulting from this quote shall be accompanied by a Safety Data Sheet (SDS). The SDS shall include the following information:

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

- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

11. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

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

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

12. 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. 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:

CFS Fiscal and Operational Support
Health & Family Services Building
Attn: Fiscal Support
2100 E Michigan St.
Orlando, FL 32806

Or

Email all invoices to: cfsparks@ocfl.net

A valid invoice shall include the following:

1. Reference to the Delivery Order Number
2. Service Dates
3. Destination of Service location
4. Itemization of Services Rendered
5. Unit Prices in accordance with the Quote Response Form
6. Labor hours shall be combined and rounded to the nearest thirty (30) minutes
7. Applicable sales tax should be listed separately
8. Markdown/mark-ups shall be listed as line item on the invoice
9. Approved shipping charges should be listed separately from the materials and supplies.

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

13. DEBRIS

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

14. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

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

Required Endorsements:

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

Required Endorsements:

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

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

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When

required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

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, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
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>

15. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Request for Quotes 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.

16. 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.

17. 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 one (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.

18. METHOD OF ORDERING

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

19. ATTACHMENTS

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

- A. Dr. Phillips Park Map
- B. Irrigation Report

20. REQUIREMENTS CONTRACT

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

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

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

21. 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.

22. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

I. GENERAL PERFORMANCE REQUIREMENTS

The Contractor shall provide all labor, materials, supplies equipment, tools, transportation, and pay related disposal fees and supervision to deliver all ground maintenance services as described herein on the entire premises at Dr. Phillips Park 8249 Buenvista Woods Blvd., Orlando, FL 32826.

The Contractor shall be responsible for maintaining the landscape and keeping grounds clean, neat, and well-tended at County Parks Facilities. Plants and turf shall be green, healthy, and weed free. **All grounds shall be brought up to minimum standard within one (1) month of the contract award date.** Work under this contract includes, but not limited to mowing, plant and tree pruning, litter/debris removal, edging, trimming, blowing of hardscapes, and may include as needed irrigation system maintenance, fertilization and pest control services.

The County will supply to the Contractor a Monthly Inspection Report. The Contractor shall complete and emailed the Monthly Inspection Report to the Performance Administrator (Park Site Supervisor or designee) by the fifth (5th) of the following month. Upon written notice of any deficiencies the Contractor shall provide response of the resolution within a **twenty-four (24) hour** period. A monthly walk through with Contractors Account Manager and the Performance Administrator (Site Supervisor or designee), is mandatory in this Contract. The Site Performance Administrator shall document all service inspections and reports on the Quality Control Inspection Report which will be emailed to the Contractor, Program Manager, and Contract Administrator by the tenth (10th) of each month. All communication shall be provided **in writing** and may be followed-up with a phone call.

The lack of inspections by the County or any error or omission in these specifications shall not relieve the Contractor of its obligation to perform landscape management services in accordance with generally accepted industry standards.

II. OWNER'S DESIGNATED REPRESENTATIVE

The owner's representative and Contract Administrator is Mike Saldutti at 407-254-9321 and/or site Performance Administrator (Site Supervisor or designee), _Larry Desha at 407-254-9038. After contract award, questions regarding these specifications should be directed to Contract Administrator.

III. HOURS OF PERFORMANCE

- A. Standard Hours: The standard working hours are Monday through Thursday 7:00 AM to 6:00 PM excluding Orange County Holidays.
- B. Fridays from 7:00 AM to 6:00 PM will only be used as a make-up day in the event of severe weather with written approval from the Performance Administrator.
- C. Non-Standard Hours: Non-standard working hours are Monday through Friday 6:00 PM to 7:00 AM, weekends, and Orange County Holidays.

The Contractor shall make available a 7:00 AM to 6:00 PM contact person for emergency and non-emergency service, including repairs to landscape or irrigation systems. Contractor shall provide contact information to the Performance Administrator.

- D. No work shall be performed on weekends.
- E. Holidays falling on service days require notice to the Performance Administrator to reschedule service as stated below:

Examples:

- If the Holiday falls on a Wednesday the Contractor may reschedule for Tuesday or Thursday.
- If the Holiday falls on Monday then the Contractor will reschedule for Tuesday
- If the Holiday falls on Friday then the contractor will reschedule for the day before on Thursday.

F. **Orange County Holidays:**

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) Memorial Day
- 4) Fourth of July
- 5) Labor Day
- 6) Thanksgiving Day and the Friday after Thanksgiving Day
- 7) Christmas Eve and Christmas Day

IV. COORDINATION OF SERVICES

- A. The Contractor shall visit each property to inspect, maintain, and/or service the associated to each facility. The Contractor shall verify the size of the areas to be maintained in reference to this contract.
- B. The Contractor shall coordinate the performance of services with the Performance Administrator. All services shall be scheduled with the County's appropriate Performance Administrator.
- C. The County shall issue a Delivery Order (DO) for service. No service shall be rendered prior to receipt of the delivery order. The Contractor shall ensure that locations for scheduled services are listed on the delivery order prior to start of work.

V. CONTRACTOR'S STAFFING AND REPORTING REQUIREMENTS

- A. The Contractor shall identify a primary Account Manager that shall coordinate with the Performance Administrator regarding contract performance throughout the entire life of the contract. The Contractor shall provide a working cell and work phone number, fax number, and e-mail address for the primary contact. This person shall be reachable by phone at all times during standard business hours. The Contractor shall notify the

Performance Administrator in writing at least forty-eight (48) hours prior to the replacement of the primary contact person.

- B. The primary Account Manager shall be available to make decisions on the behalf of the Contractor including, but not limited to, changes in the service and schedule upon notification by the County.
- C. The Contractor shall maintain sole responsibility for the actions of its employees and sub-contractors. New employees hired after contract award shall meet and follow the same requirement for the duration of the contract. All personnel shall conduct themselves in a business-like manner at all times. They shall be competent, experienced, courteous, properly dressed and skilled in lawn, plant and grounds maintenance. The Contract Administrator or the Performance Administrator shall inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.
- D. **There shall be no smoking on County property at any time.**
- E. The Contractor's employees shall be used to perform the required services in this contract unless otherwise approved, in writing, by the Contract Administrator or the Performance Administrator. The Contractor shall not use employees of any temporary employment agency or casual/day laborer to supplement the contract work force on County Property at any time during the contract.
- F. All maintenance personnel, including sub-contractors, shall identify themselves and check-in at the appropriate administrative office before beginning work along with check-out upon completion of work at all manned sites. For all un-manned sites (Pocket Parks) the Contractor's personnel shall notify by phone, etc. the Performance Administrator upon arrival at site and upon completion of service. They shall wear a company issued uniform. The lead who shall remain onsite, shall communicate in English with Performance Administrator)
- G. The following performance Monthly Vendor Service Report (MVSR) shall be provided by the Performance Administrator to the Contractor within five (5) days of the contract start date. The Contractor shall fill out the MVSR and submit via fax or email to the Performance Administrator by the **fifth (5th) day** of each month and include at the minimum observations of abnormal conditions identified herein and all maintenance performed.
 - 1) Fertilization (if applicable):
 - Dates of application
 - Product Brand Name applied
 - SDS Sheets
 - Total amount of product applied and rates of application
 - Areas Serviced (Turf, Beds, Shrubs...)
 - 2) Pesticides (if applicable):
 - Dates of application

- Product Brand Name applied
- Safety Data Sheet (SDS)
- Total amount of product applied and rates of application
- Areas Serviced (Turf, Beds, Shrubs...)
- Treatment was for (Ants, Weeds, Infestation...)

3) Irrigation Report (if applicable):

- Date of Inspection
- System testing performed
- System conditions observed
- Repairs performed
- Repair recommendations

- H. The Performance Administrator shall document all service inspections and reports on the Quality Control Inspection Report which shall be emailed to the Contractor, Program Manager, and Contract Administrator by the tenth (10th) of each month.
- I. The Contract Administrator or the Performance Administrator shall inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.

VI. PERFORMANCE BASED REQUIREMENTS

A. All grounds shall, at all times meet the standards specified herein:

- Clean
- Healthy
- Well-tended
- Weed free

B. The Contractor shall conform to all Federal, State, City, and Orange County standards, ordinances, codes, and regulations during the performance of the contract including but not limited to:

- 1) Florida Department of Agriculture and Consumer Services (FDACS)
- 2) Pest Control Act, Chapter 482, Florida Statutes (F.S.)
- 3) Fertilizer Control Act, Chapter 482.1562, Florida Statutes (F.S.)
- 4) Fertilizer Ordinance Code Chapter 15 Article XVII, Orange County Code (O.C.)
- 5) Florida Department of Environmental Protection (FDEP)
- 6) United States Environmental Protection Agency (EPA)
- 7) Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry
- 8) Florida Nursery, Growers, and Landscape Association (FNGLA)

C. It is the responsibility of the Contractor to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

- D. Any person found not in compliance with any laws, statues, rules or regulations will not be allowed to the work site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.
- E. All services required under this contract shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the series shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- F. The Performance Administrator, with advisement of the Contract Administrator, may request the Contractor to remove any employee (including supervisor and subcontractors) if it is determined that services are not being performed in accordance with the terms and conditions of this contract.
- G. The Contractor shall be required to attend any meetings requested by the Contract Administrator or Performance Administrator related to this contract.

VII. Invoicing/Payment Requirements:

- A. Upon delivery and acceptance of service, associated costs along with supporting documentation shall be submitted via properly executed invoice to the applicable Fiscal Department. The Contractor shall reference the contract number and the appropriate delivery order number on all invoices. Format of invoices shall align with delivery orders.

At minimum, an invoice shall contain the following information:

- Purchase/Delivery order number
 - Date of services
 - Labor hours shall be combined and rounded to the nearest thirty (30) minutes
 - Itemized list of materials or services rendered: Quantities, prices, (both unit price and total), terms and any other charges contained in the delivery or purchase order
 - Destination of delivery or service location
 - Applicable sales tax should be listed separately
 - Markdown/mark-ups shall be listed as line item on the invoice
 - Approved shipping charges should be listed separately from the materials and supplies.
- H. State of Emergency Services and “as-needed” services/work shall be separate from this contract.
 - I. The County shall review invoices for required information. The County shall have the authority to reject an invoice based on improper invoice format.
 - J. Contractor shall not invoice the County for any services not accepted by the County and for any diagnostic errors on the part of the Contractor. Should the County receive such invoices, they shall be rejected.

- K. Unless otherwise authorized by the corresponding department in-writing, delivery of invoices and back-up documentation via e-mail to cfsparks@ocfl.net under this contract or mail all invoices to:

Community & Family Services-Parks Fiscal
2100 East Michigan Street,
Orlando, FL 32806
(407) 836-6255

- L. The Contractor shall submit monthly statements of unpaid invoices to each department requesting services under this contract.

At a minimum, the statement shall contain the following information:

- Statement Date
- Invoice number
- Invoice date
- Invoice total or unpaid balance if different from invoice total
- Delivery order number corresponding to each invoice listed
- Balance carry forward
- Cumulative outstanding balance

Statements shall be sent to the corresponding fiscal department by the 5th of each month for service performed in the prior month and as requested by the County.

- M. At a minimum the Contractor shall have the following:

- 4 Employees
- 3 Employee Transportation Truck & Tow Vehicle
- 3 Equipment Transportation Trailers
- 4 (42 inch) or larger Finish Mowers
- 4 Edger's
- 4 Weed Eaters
- 4 Blowers
- 4 Hedge/Brush Trimmers
- 2 Backpack or Hand Held Sprayers
- 1 Pole Saw
- 1 Chainsaw

The County reserves the right to inspect equipment and verify adequate staffing in accordance with this scope of services.

VIII. SAFETY

- A. The Contractor shall provide and ensure that all personnel providing services under this contract are in compliance with applicable Federal, State, and local laws, standards, and health and safety requirements of the industry to include by not limited to:
- Occupational Safety & Health Act (OSHA)

- Nation Institute for Occupational Safety & Health (NIOSH)
- Orange County Safety & Health Manual.
The manual can be accessed online at:
<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

It is the responsibility of the Contractor to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies of failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

The Contractor shall immediately report to the Performance Administrator the issues which may affect the safety of Orange County personnel or the public.

- B. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- C. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be submitted to the Contract Administrator and Performance Administrator for review and approval within ten (10) business days following contract award. The Contract Administrator and Performance Administrator will review the Safety Plan and provide comments to the Contractor within five (5) business days following receipt of the safety plan. The Contractor shall finalize the Safety Plan within five (5) Business days following receipt of the comments.
- D. The Contractor shall provide and ensure the wearing of necessary Personal Protective Equipment (PPE) to include but not be limited to clothing, masks, eye protection, hearing protection, closed toe shoes, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- E. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the County's premises. **Safety features of equipment (shields, kill switches, etc.) shall be used at all times according to manufactures specifications.**
- F. Prior to performing service or maintenance on any faulty equipment on County property where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.
- G. The Contractor shall provide and maintain a chemical inventory list, as well as the applicable Safety Data Sheets (SDS). This list shall be submitted to the Performance Administrator two (2) days prior to application of all chemicals intended for use in the performance of this contract. All chemicals shall carry an EPA approval number.

- H. The Contractor and any sub-contractors shall take all necessary precautions for the safety of their employees and of the general public. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and passersby.

IX. LANDSCAPING – GENERAL PERFORMANCE REQUIREMENTS

- A. The Contractor shall follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.
- B. During the course of this contract the County reserves the right to add or delete sites/sections of the property at the County's discretion. The County will obtain a quote from the Contractor for any new areas/sites being added to the contract. The quote provided by the Contractor shall be compared to locations of similar size, scope, and complexity as locations on the bid response form. Quoted cost shall be justified against locations of similar size, scope, and complexity.
- C. All grounds shall, at all times, be clean, neat and apparently well-tended. **All grounds shall be brought up to minimum standard within one (1) month of the contract award date.** Plants and turf shall be green, healthy and weed free.
- D. All litter and debris shall be removed from park grounds to the water's edge of lakes and ponds, prior to and upon completion of mowing cycle. Litter and debris removal includes the pickup, removal, and disposal from the County Park of any obstacle such as wood, signs, tires, cans, tree limbs, fallen palm fronds, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove bags of trash, newspapers, food containers, and boxes, papers, which may be torn, ripped, scattered or further subdivided by the mowers, resulting in an objectionable appearance. **The cost of litter removal shall be included in the unit price quote for mowing.**
- E. Mowers shall be maintained to produce a clean cut and a uniform cut. Deficiencies shall immediately require a re-mow the same week. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes or pedestrian areas. Contractor shall not clean, blow, or otherwise dispose of clippings or mower deck discharge into storm drains or retention ponds.
- F. All grass clippings that are not uniformly distributed, and/or detract from the appearance of the mowing operation, or threaten turf health shall be removed from the job site by the Contractor, upon completion of the mowing operation each day. The Contractor should consult Performance Administrator at conclusion of service. The Contractor shall remove and dispose of all grass clippings from the pavement, fence lines, sidewalks, curbs and curb inlets located within the limits of the project. **The cost of grass clipping removal shall be included in the unit price quote for mowing.**
- G. Contractor's Foreman/Crew Lead shall inspect all storm water gratings for grass clippings or debris blocking the proper function of the storm drain every service. If any blockage the Contractor shall remove it. Upon notice of any damage to storm water grates report immediately to the Performance Administrator via phone call or in person and follow up in writing.

- H. Grounds shall be mowed or machine trimmed all the way to the water's edge of retention ponds, canals, and lakes edge.
- I. Wet ground areas may be omitted from a mowing service to prevent turf damage occasionally upon written approval of the Performance Administrator.
- J. At no time shall leaves, trash, clippings or other debris be allowed to accumulate.
- K. All organic and inorganic trash, including grass clippings from mowing and edging, shall be blown or vacuumed from all sidewalks, entryways, steps, plazas and parking lots within two (2) hours of mowing or at same day of service.
- L. If any plant or turf area dies or becomes weak or unsightly due to negligence or improper maintenance procedures on the part of the Contractor or any sub-contractor, based upon generally accepted landscape maintenance practices the Contractor shall bare the cost to replace such plant, sod or turf area. Replacement shall be completed within **two (2) weeks** from notification by the Contract Administrator.
- M. The Contractor shall report immediately to the Performance Administrator in person **and** followed up in writing if any damage occurred on the irrigation system created by the Contractor. The Contractor shall make every effort to protect the irrigation system and all of its components against damage from its landscape equipment (i.e., mowers, wee eaters, edger's, etc.). The Contractor shall replace any broken irrigation heads, netifilm lines, bubblers, valve covers, or other components damaged by the Contractor's equipment at the Contractor's expense. All repairs shall be made within twenty-four (24) hours of notification from the Performance Administrator.

X. LANDSCAPE MINIMUM STANDARDS

All pesticide, fertilizer, and herbicide applications shall be monitored by the Performance Administrator. The Performance Administrator shall be **notified two (2) days in advance, via email communications**, of applications. Performance Administrator shall be notified upon the Contractor's arrival and shall monitor mixing, spreading, spraying, and any other application performed. Spent packaging shall then be surrendered to the Performance Administrator for verification of application rates and products.

A. Pest Control:

Upon award, the Contractor shall manage all insect, weed and pest problems (as defined by Chapter 482, F.S.). In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected by replacement with healthy turf or plants at the Contractor's expense.

Pest Control program shall include, at a minimum, the following:

- 1) The Contractor shall inspect the entire property, including turf areas, shrubs, trees (including palms), and plants on a weekly basis for any pest infestation. All

infestations, including disease, weeds, fire ants or other pests, shall be treated immediately upon discovery and notification by Performance Administrator or the Contractor. The County Performance Administrator must be informed of infestations discovered and treatments applied **via email within 24 hours** and included on the Monthly Vendor Inspection Report. All applications of pesticides shall be properly labeled by **placards**.

- 2) Application must comply with manufacturer's recommendations. Every chemical substance used must be on the list of chemical substances or have been submitted for inclusion on such list, as compiled by the Environmental Protection Agency (EPA) pursuant to the Toxic Substances Control Act and in compliance with all Federal, State, and local pesticide laws and ordinances. Materials and application shall meet all Federal Health and Safety Laws currently in effect. Safety Data Sheets (SDS) must be submitted in writing two (2) days prior to contract start date or before the use of a new approved chemical intended for use on this contract. All chemicals used must carry an EPA approved number.
- 3) Pest Control Services shall be performed according to Integrated Pest Management Strategies to control all insect, wee, and pest problems as defined by all sections under Chapter 482, Florida Statues including proper licensure whether by the Contractor or a sub-contractor to be supplied with pre-bid package.

B. Fertilization:

- 1) The Contractor shall conform to all Federal, State, City, and Orange County standards, ordinances, codes, and regulations regarding fertilization services including proper licensure and decal on company vehicle. Weather received by the Contractor or a sub-contractor inclusive of all amendments. Vehicles used by Contractor during applications shall **display a decal** provided by Orange County showing proof that the applicator has been trained per Fertilizer Ordinance Orange County Code Chapter 15 Article XVII. The Contractor shall be responsible for any fines levied due to non-compliance.
- 2) The Contractor shall inspect the entire property, including turf areas, shrubs, trees, (including palms), and plants on every service (weekly) basis for any fertilizer application needs. The Performance Administrator shall be informed via email within twenty four (24) hours of fertilization deficiencies discovered, along with treatment applied. This information is mandatory to report on the MVSR.
- 3) The Contractor shall provide a fertilizer label to the Performance Administrator prior to application.
- 4) All fertilizers shall be applied to dry surfaces and thoroughly watered in immediately following application.
- 5) All excess fertilizer shall be blown or swept off any hardscape areas and into lawn areas, plant beds, or picked up and removed from the site immediately following application. At no time shall fertilizer be allowed to accumulate into storm water systems.

- 6) No fertilizers shall be applied within fifteen (15) feet of water bodies, wetlands or where there is no irrigation.

C. **Bermuda Grass:**

1) Mowing:

- a. Bermuda grass shall be mowed a minimum of two (2) times per week March 1 through October 31 or as often as necessary to maintain a height of 1.5 inch. Bermuda grass shall be mowed a minimum of one (1) time per week November 1 through February 28 to maintain a height of 1.5 inch. No more than 1/4 to 1/3 of the leaf areas shall be removed at each mowing.
- b. An eleven (11) blade reel mower or a ground contour rotary mower equal to or better than the Toro Groundsmaster 3505-D designed to mow Bermuda grass shall be used. Blades shall be kept sharpened to the degree necessary to obtain a clean cut
- c. Mowing patterns shall vary at forty five (45) degree angles from the previous mow pattern.
- d. All grass clippings that are not uniformly distributed, and/or detract from the appearance of the mowing operation, or threaten turf health shall be removed from the job site by the Contractor, upon completion of the mowing operation each day. Turf mowing shall have no effect with the roll of the athletic balls used on the fields for play. The Contractor shall consult with the Performance Administrator at conclusion of service. The Contractor shall remove and dispose of all grass clippings. **The cost of grass clipping removal shall be included in the unit price quote for mowing.**
- e. Mowing times shall be limited due to scheduling of the fields. The Performance Administrator shall provide a schedule of events when available.
- f. No mowing of ball fields shall be performed during or within two hours of rain or on wet areas of the fields.
- g. Weed-eating or Edging both sides of fence lines shall be completed once every two (2) weeks March 1 through October 31 and once per month from November 1 through February 28. **Absolutely no chemical treatment of fence lines shall be used on any athletic turf field fences.**

D. **St. Augustine Grass Areas:**

1) Fertilization:

- a. The following shall be the minimum fertilization plan for quoting purposes. If a fertilization plan which is a result of a soil test by the County requires an increase

in price, a proposal for such increase shall be provided to the County with the fertilization plan. Such price increase may be approved in accordance with the Special Terms and Conditions provision entitled Changes Service Contracts.

The fertilizer program is designed to apply four pounds of nitrogen per 1000 square feet per year (175 pounds of nitrogen per acre per year.)

February - Apply a 15-0-15 fertilizer at the rate of 400 pounds per acre.

April - Apply granular ammonium sulfate at the rate of 200 pounds per acre.

October - Apply a 15-0-15 fertilizer at the rate of 400 pounds per acre.

December – Apply 24-2-11 fertilizer at the rate of 400 pounds per acre.

- b. All fertilizers shall be applied to dry surfaces and thoroughly watered in immediately following application.
- c. Weed-eating of fence lines shall be completed once every two (2) weeks March 1 through October 31 and once per month from November 1 through February 28.

2) Mowing:

- a. St. Augustine grass shall be mowed a minimum of once per week or as often as necessary from (March 1) through October 31 and not less than once every two (2) weeks from November 1 through February 28th.
- b. St. Augustine grass shall be mowed at a height no less than three (3) inches and shall not be allowed to grow to more than four (4) inches.

3) Pest Control:

- a. Pre-emergence weed control shall follow:

February - apply a pendimethalin herbicide, such as PreM. Pendulum, etc.

October - apply a pendimethalin herbicide, such as PreM. Pendulum, etc.

Post-emergence weed control- as needed to keep the fields free of broadleaf and sedge type weeds.

- b. Insecticide control shall follow:

March – apply a bifenthrin insecticide, such as Talstar, etc. for blanket treatment of ants and shall spot treat as needed.

May – apply a clothianidin insecticide, such as Arena for chinch bugs, mole crickets, aphids, etc.

- c. If necessary, the Contractor shall provide a separate program to control infestation of mole cricket, chinch bug, and other pests on St. Augustine/Floritam/Zoysia grass areas. If such program(s) does not eliminate pests, the Contractor shall provide a new program(s) at no additional cost to the County. In addition, any damaged caused by pests shall be immediately corrected at the Contractor's expense. Submission of Pest Control Program shall not imply, directly or indirectly, the County's approval or disapproval of the program.

E. Bahia Turf Areas:

1) Mowing:

- a. Mowing height for Bahia turf shall be a uniform cut at three (3) inches and shall not be permitted to grow to more than four (4) inches.
- b. Turf shall be mowed once per week from (March 1) through October 31 and once every two (2) weeks from November 1 through February 28.

F. Edging, Trimming, and Fence Lines:

- 1) Edging shall be performed at each mowing cycle around all paved areas, including, but not limited to, hardscapes such as around building's, curbs, sidewalks, parking lots, driveways, and streets to include asphalt, concrete, loose material roads , and etc., as well as around plant beds, trees, valve and utility boxes using a wheeled or stick edger. Care shall be taken to ensure that edger's do not damage any irrigation systems.
- 2) Trimming shall be performed at every service around plants and trees shall be by appropriate mechanical means and/or by hand weeding. Care shall be taken to ensure that string trimmers or other mechanical means do not injure or damage plants, shrubs, trees, or irrigation systems.
- 3) Maintain a clear turf path around the perimeter of the Orange County property line, easements, and designated wetlands, to include a clear ten (10) foot path between buildings, tree lines, wooded areas, vacant lots, and fence lines to maintain accessibility.
- 4) Trimming around plants and trees shall be by appropriate chemical application. **No more than three (6) inches from the base of growth.**
- 5) All fence lines shall be kept free of plant growth on both sides of fencing by trimming (weed-eating), edging, and/or herbicides may be used in this instance with a **maximum** three (3) inch kill radius off posts. The Contractor shall not spray under horizontal split rail fencing only the posts may be sprayed. The Performance Administrator has the right request either method or both to be used that best fits the sites maintenance program.
- 6) Contractor shall clean clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging utilizing a hand blower, backpack blower, or blower attachment for utility cart. (Mowers do not take place of a blower.)

G. **Landscape Beds:**

- 1) All planting beds, ground covers and mulched areas shall be maintained free of weeds, trash, fallen limbs and dead vegetation.
- 2) All plants shall be maintained to a well-shaped appearance, according to each species' natural growth habit. Flowering shrubs shall be pruned in the proper season to allow fully flowering potential for the following flowering season. Grouped plantings shall be allowed to form masses appropriate to the species.
- 3) Fertilizers shall be broadcast over the entire planting bed and kept away from tree trunks. The Contractor shall apply fertilizer according to the manufacturer's specifications or recommended 8-10-10, 50% slow release or better, with iron and manganese to all landscaped beds, each March and September. Fertilizers shall be applied to dry surfaces and watered in immediately. Additional applications of appropriate plant nutrients shall be applied when conditions warrant.
- 4) Plants shall be routinely monitored for populations of damaging insects.
- 5) A pre-emergence and post-emergence herbicide shall be applied in the landscape beds to prevent weed encroachment.

H. **Shrubs:**

- 1) Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. Flowering shrubs shall not be pruned until after the bloom cycle. If a plant species blooms year round, then pruning shall be performed in the spring (March and April) after the first flush of blooms. All shrubs shall be maintained off sidewalks and buildings up to **twelve (12) feet high**.
- 2) The Contractor shall apply according to manufacturer's specifications or recommendation of 8-10-10 with all minor elements, 50% slow release azalea/camellia fertilizer at the rate of 1 lb. per 1,000 square feet on all azaleas and acid loving plants. 13-3-13 with all minor elements, 5% slow release shall be applied to remaining shrubs. **Shrubs shall be fertilized each March and September.** Additional nutrients shall be applied to any plant material when deficiencies occur.

I. **Trees:**

- 1) Any major tree surgery or tree removal over a **three (3) inch diameter**, which becomes necessary through no fault of the Contractor, will be at the County's expense.
- 2) The Contractor shall **maintain** all trees to a minimum clearance of **twelve (12) feet high from grade**. Sucker growth and dead material shall be removed from all trees and shrubs within a radius of – **twenty-five (25) feet**.
- 3) All trees shall be **maintained** off sidewalks and buildings up to **twelve (12) feet high**.

- 4) The Contractor shall conduct an annual full tree service for all trees except Crape Myrtle and Palm Trees. This will include lift all trees up to twelve (12) feet high, removal of all sucker growth, shaping and trimming trees less than twelve (12) feet tall. The Contractor shall complete this work between the months of January, February, and March. **DEADLINE to complete this service is March 31st before storm season starts.** The remaining nine (9) months out of the year the contractor shall maintain this height.

J. Irrigation System Maintenance:

The Contractor shall report immediately to the Performance Administrator on site via phone call or in person if any damaged occurred from Contractor to be followed up in writing. The Contractor shall make every effort to protect the irrigation system and all of its components against damage from its landscape (i.e. mowers, weed eaters, edger's, etc.). The Contractor shall replace any broken components damaged by the Contractor's equipment, at the Contractor's expense. All repairs shall be made within (24) hours of notification form the County's Performance Administrator.

Inspection and Repairs

- 1) The Contractor shall inspect the irrigation system once per month with County Performance Administrator to ensure that all components are functioning property and shall report the findings of each inspection in writing via email report.
- 2) Inspections shall include but not limited to all coverage patterns, irrigation heads shall be in the proper orientation at all times (i.e. vertical and horizontal) for complete operation and distribution of water by the irrigation heads employed, valves, proper rain sensor operation, etc.
- 3) All irrigation shall be programmed for application before 6:30 A.M. and shall be monitored to ensure that the functions of the site are not disrupted by the irrigation operations or inspections.
- 4) Application shall be accomplished so that plants are watered deeply and infrequently. The Contractor shall verify proper irrigation coverage and proper water relationships weekly to avoid prolonged dry/wet conditions.
- 5) The Contractor shall maintain and adjust the irrigation system in accordance with the manufacturer's specifications. Minor adjustments and repairs to all heads/emitter/nefilm/bubblers, cleaning or replacement, filter cleaning, and small leaks associated with heads and risers shall be the responsibility of the Contractor using replacement components that are the same type and size as those damaged or broken.
- 6) All repairs or replacements of original parts shall be the Contractor's responsibility upon determination and agreement by both parties that the damage was caused by the Contractor. Should there be a repair necessary to the controller/clock/well, etc. not caused by the Contractor; the Contractor shall notify the Performance Administrator. Irrigation repairs that become necessary shall be repaired within twenty-four (24)

hours by the Contractor upon receipt of a separate delivery order. The Performance Administrator shall request from the Contractor a quotation, which shall include a detailed scope of services.

- 7) The Contractor's licensed irrigation technician shall manually run the system.
- 8) If the irrigation system fails to work, due to the Contractor's negligent performance, it shall be the sole responsibility of the Contractor to keep the affected area's plants, grass, and trees watered on a regular basis by using whatever means necessary approved by the Performance Administrator, until the system is functioning properly.
- 9) The Contractor shall be required to provide irrigation repairs, as needed and upon request of the Performance Administrator on a time and material basis. These repairs to the irrigation system shall be beyond the routine maintenance work as described above. The Contractor shall request by quote in writing for approval to the Performance Administrator. Written authorization prior to starting any repairs from the Performance Administrator will be sent to the Contractor with a Delivery Order.

K. Trails:

- 1) Trails shall be kept cleared at a minimum of approximately six (8) feet wide or at the current width and twelve (12) feet high. All branches, vines, weeds, trees and similar vegetation shall be kept cleared through these areas.

L. Maintaining Lake Fronts, Dry/Wet Retention Ponds, Drainage Ditches, Swales and Canals:

- 1) Where there are a series of lake fronts, wet retention ponds, drainage ditches, swales and canals shall be maintained at a height of three to four (3 to 4) inches to the water's edge. The Contractor shall cut vegetation from the crest of the bank using a slope mower or string trimmer on the upper one (1) foot of all dry/wet retention ponds, drainage ditches, swales and canals banks all the way to the water's edge. Care shall be given not to scalp vegetation along so as to maintain the structural integrity of the banks. Care shall be taken so no cut vegetation enters the retention ponds.
- 2) Dry retention ponds shall be maintained by mowing/weed-eated at every mowing cycle.
- 3) All concrete and rock beds shall be maintained free of weeds, grass, trash, fallen limbs and dead vegetation.

SECTION 4
QUOTE SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**
(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Quoters are cautioned, when completing your quote, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's quote documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your quote being declared non-responsive as these changes will be considered a counteroffer to the County's quote.

STATEMENT OF NO-QUOTE

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 Zuleimy.RalatPerez@ocfl.net, referencing the RFQ number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

All submittals, should use the label below and place on the front of their envelope/package or electronic submittal.

Company: _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: Zuleimy Ralat Perez
RFQ NUMBER: Y20-1033
TITLE: LANDSCAPE MAINTENANCE AT DR. PHILLIPS PARK

QUOTE DUE DATE: Monday, March 16, 2020

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

OR EMAIL: Zuleimy.RalatPerez@ocfl.net

QUALIFICATION OF QUOTERS

PRE-QUOTE CONFERENCE:

[] 1. **NON-MANDATORY PRE-QUOTE CONFERENCE**

All interested parties are invited to attend a **Pre-Quote Conference** on **Wednesday, March 4, 2020, 11:00 AM** located at **Dr. Phillips Park 8249 Buenvista Woods Blvd., Orlando, FL 32826.**

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

Prospective quoters are encouraged to bring all equipment necessary to perform their inspection of the project site. Any equipment provided by Orange County should be thoroughly inspected by the quoter and is used at the quoter's sole cost and expense. All quoters using County-provided equipment will be required to sign the pre-quote release. No one under eighteen years of age will be permitted to participate in the pre-quote inspection.

QUOTE PACKAGE REQUIREMENTS:

This quote will be awarded to a responsible, responsive quoter, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your quote.

The determination on whether a quoter 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 quoter's responsibility shall not be solely based on the number of similar procurements the quoter provides but the entirety of the quoter's qualifications.

The Quoter shall submit the following information with the quote. It is recommended to use the list below as a checklist for your quote submittal:

[] 1. Reference Documentation Form
(Required)

Quoter shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

1. Experience providing landscape services on sites of at minimum 20 acres in size.
2. A minimum of 1 year providing landscape services on a contract.

- [] 2. Quoter shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance of services herein. To include written statement of irrigation certification/licensure technician on staff.
(Required)
- [] 3. Copies of the following licenses:
(Required)
- Pesticide Control Applicator License in accordance to Chapter 482
 - Fertilize License or proof the Contractor has taken a Best Management Practice course through the UF Co-Op extension office
 - Picture of Orange County Fertilizer Management Trained Applicator decal must be displayed on company truck with truck number/license plate in compliance with Orange County Ordinance Code Chapter 15 Article XVII
- [] 4. Quote Response Form
(Required)
- [] 5. Acknowledgement of Addenda
(Required if Applicable)
- [] 6. Authorized Signatories/Negotiators
(Required)
- [] 7. Drug-Free Workplace
(Required)
- [] 8. Schedule of Sub-contracting
(Required if Applicable)
- [] 9. Conflict/Non-Conflict of Interest Form
(Required)
- [] 10. E-Verification Certification
(Required)
- [] 11. Current W9
(Required)
- [] 12. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- [] 13. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- [] 14. Agent Authorization Form
(Submit if Applicable)
- [] 15. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

- [] 16. Contract Y20-1033, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

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

**QUOTE RESPONSE FORM
RFQ Y20-1033**

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

ITEM NO. DESCRIPTION ANNUAL QUANTITY X UNIT COST = TOTAL QUOTE

1	Landscape Management Dr. Phillips Park	12 Months	X	\$_____ /monthly	\$_____
2	Hourly Rate for Irrigation / Landscape Repairs	12 Months	X	\$_____ /monthly	\$_____
TOTAL ESTIMATED ANNUAL OFFER FOB DESTINATION (1+2)					

ITEM NO	DESCRIPTION	QTY	+/-	UNIT PRICE (PERCENT)	ESTIMATED ANNUAL PRICE
3	Parts/Materials Actual Cost with percent mark-up on the actual cost (3rd party documentation required). <i>Calculate as follows: Example: If the mark-up is 10% your calculation should be \$1,000 + 10% = \$1,100</i> <i>OR</i> <i>If the mark-down is 10% your calculation should be \$1,000 - 10% = \$900</i>	\$1,500	+/-	_____% <input type="checkbox"/> Markup <input type="checkbox"/> Mark Down	\$_____
TOTAL ESTIMATED ANNUAL OFFER (1+2+3)					\$_____

Company Name

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

Performance shall be not later than two (2) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Request for Quotes may be directed to Zuleimy Ralat Perez, Buyer, at Zuleimy.RalatPerez@ocfl.net.

QUOTE RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL QUOTERS:

Company Name: _____

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

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 Quoter 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 quote. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your quote. 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 Quoter represents that the following **principals** are authorized to sign quotes, negotiate and/or sign contracts and related documents to which the quoter 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 Quoter shall complete and submit the following information with the quote:

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 QUOTER'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 Quote 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 Quote Response*

REFERENCE DOCUMENTATION FORM

List three (3) clients during the past five (5) 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.

1.	Company Name:	
	Owner's Name:	
	Description of goods 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 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 provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	

DRUG-FREE WORKPLACE FORM

The undersigned Quoter, 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 quote 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 quote, 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.

Quoter's Signature

Date

SCHEDULE OF SUBCONTRACTING, RFQ NO. Y20-1033

As specified in the General Terms and Conditions and in the Special Terms and Conditions, quoters 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 quoter has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned quoter, 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 quoter 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 quoter, **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 quote. 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 quote.

E VERIFICATION CERTIFICATION

Contract No. Y20-1033

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. Y20-1033, Landscape Maintenance at Dr. Phillips Park**, 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 QUOTER**

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

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

Part I

INFORMATION ON QUOTER:

Legal Name of Quoter:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Quoter's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

IS THE QUOTER 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 Quoter

Date

Printed Name and Title of Person completing this form:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY, ... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

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 quote will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

Part II

Expenditures:

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

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

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

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

Part III

Original signature and notarization required

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

Date

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

Printed Name and Title of Person completing this form:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY, ... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

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 Quoter 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, (RFQ 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 Quoter

Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the quoter 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 QUOTER 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:

(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 Quote 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: _____

Date _____
State of _____
County of _____

AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)



**CONTRACT NO. Y20-1033
Landscape Maintenance at Dr. Phillips Park**

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

1. Ordering against Contract:
 - A. Unless otherwise specified in the Request for Quotes, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. 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:

Community & Family Services-Parks Fiscal
2100 East Michigan Street,
Orlando, FL 32806
(407) 836-6255

Or

Email all invoices to: CFSParks@ocfl.net

- B. Invoices against this contract are authorized only at the prices stated in your quote response, unless otherwise provided in the Request for Quotes.

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

- A. The Quoter hereby submits an irrevocable offer in response to **Request for Quotes No. Y20-1033, Landscape Maintenance at Dr. Phillips Park - Term Contract**, 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.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Quoter affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(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 quoter and included in the sealed quote response.

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

6. Counterpart (2):
Orange County's Acceptance of Quoter's Offer and Contract Award
- A. The County's acceptance of the Quoter's offer in response to our **Request for Quotes No. Y20-1033, Landscape Maintenance at Dr. Phillips Park - 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 Request for Quotes, 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 Request for Quotes. The quoter is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
 - E. This contract may be renewed upon mutual agreement as provided in the Request for Quotes. 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 Request for Quotes.

ORANGE COUNTY, FLORIDA

BY: _____
 Maria Guevara-Hall, Buyer Supervisor
 Procurement Division

DATE: _____

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

ATTACHMENT A DR. PHILLIPS PARK MAP



ATTACHMENT A



282411000000007

04/09/2012

Info as of Thu Jan 09 2020 12:44

RECORD CARD	2019 Property Record Card	NBHD CO OD	820300000
PARCEL ID	11-24-28-0000-00-007	FEAT COOD	
STREET ADDRESS	10415 SMITH BENNETT RD	NC FLAG	0
NAME(1)	ORANGE COUNTY BCC	CONDO FLAG	
NAME(2)		ST PLANEX- COORD	498905.86
MAILING ADDRESS	C/O REAL ESTATE MNGT DEPT	ST PLANE Y- COORD	1481973.22
CITY	ORLANDO	ACREAGE	80.66
STATE	FL	ACRE CODE	System Generated
ZIP CODE	32802	LOT AREA(\$ QFT)	3513558.916981
CITY CODE	ORG	PARCEL	282411000000007
MILLAGE CODE	37	PARENT ID	
PROPERTY USE CODE	8286		

ATTACHMENT A

Values as of Thu Jan 09 2020 12:44			
LAND (MKT) VALUE	working...	PREVIOUS YEAR ASSESSED VALUE	\$3,145,147.00
BUILDING VALUE	working...	PREVIOUS YEAR MARKET (JUST)	\$3,145,147.00
EXTRA FEATURE VALUE	working...	PREVIOUS YEAR TAXABLE VALUE	0
MARKET (JUST) VALUE	working...	MARKET (JUST) VALUE CHANGE PCT	working...
ACCESSED VALUE	working...		
Land as of Thu Jan 09 2020 12:44			
LAND LINE ORDER #	3	MKT VALUE	\$393.00
LAND ID	2524429	UNIT PRICE	\$10.00
LAND DOR CODE	9500	UNIT CODE	AC
ZONING	R-1	LAND QTY	39.26
Building as of Thu Jan 09 2020 12:44			
BUILDING #	2	BEDS/BATHS/FLOORS	0/0/1
AYB	11 / 16 / 2007	LIVING AREA (SF)	325
EYB	11 / 16 / 2007	EXTERIOR WALL	17
TYPE/MODEL CODE	3400/03	INTERIOR WALL	01

ATTACHMENT B- IRRIGATION REPORT

Irrigation Site : Dr. Phillips Community Park

Date:

Clock: Hunter

Program A Starts:
B:

Meter Size:

Condition of System (Good, Fair, Poor):

Meter Number:

System: On/Off

Clock: Backflow:

Water Source:

Backflow Size:

Backflow Type:

Backflow Serial #:

Block	Rotor/ Spray	Run Time	# of Heads	Location	Repairs Needed
1	R/S			Softball field	
2	R			North end, both multipurpose fields	
3	R			South end, both multipurpose fields	
4	R			Perimeter of multipurpose fields	
5	R			St. Augustine, Stage and perimeter	
6	S			North parking beds & island, maintenance office, south lakeside pond; pavilion 3; splash pad pump station	
7	S			Playground, pavilion 1 & 2, south parking lot hedge/island beds/center island bubblers	
8	S			Roundabout beds; ligustrum planters; basketball retention; splash pad pump station	
9	S			St. Augustine outside softball outfield left field to right center	
10	S			St. Augustine outside left softball field to backstop, north lakeside pond	
11	S			Softball field beds, beds west end of south parking lot, west corner of south parking lot entrance	
12	S			St. Augustine outside right softball field and across entrance road	
13	R			St. Augustine west of multipurpose fields to north corner by crosswalk to softball field	
14	R			St. Augustine flagpole, outside restrooms, south side of entrance road east of softball crosswalk, St. Augustine by playground	
15	S			Splash pad, outside of splash pad booth side, playground walkway, St. Augustine by volleyball	
16	R			St. Augustine entrance road medians	
17	S			Front entrance along road; irrigation/well pump area	
18	S			Front entrance park sign and entrance road	
19	R			Dog park	
20	S			Parking lot entrances east side of road; east end of south parking lot	
21	S			Roadside west and north west of maintenance shop	
22	R			Basketball court, east of multipurpose fields	

Notes: if using a remote control, you will need to run zone 1 and 2 in order to run Block 1, Zone 3 and 4 to run Block 2 & 6.

Location of Clock:

Zones turned off in Red

Location of Rain Sensor:

Location of Backflow:

Location of Meter:

Date

Inspector

Repairs Made