

AMENDMENT NO. 2
CONTRACT NO. Y22-135, MSBU & NON-MSBU RETENTION POND MOWING &
MAINTENANCE – APOPKA ZELLWOOD

AERO GROUNDTEK, LLC

EFFECTIVE DATE: February 22, 2024

The subject contract is changed as follows:

1. The contract is hereby renewed for the period of February 22, 2024 through February 21, 2025.
2. Option Year 2 pricing is effective and all specifications, terms and conditions remain unchanged.

All other terms, conditions and prices remain unchanged.

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

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: Melisa Vergara

Print Name: Melisa Vergara

Title: Contracting Agent

Date: 11/13/2023

AMENDMENT NO. 1
CONTRACT NO. Y22-135, MSBU & NON-MSBU RETENTION POND MOWING &
MAINTENANCE – APOPKA ZELLWOOD

AERO GROUNDTEC, LLC

EFFECTIVE DATE: February 22, 2023

The subject contract is changed as follows:

1. The contract is hereby renewed for the period of February 22, 2023 through February 21, 2024.
2. Option Year 1 pricing is effective and all specifications, terms and conditions remain unchanged.

All other terms, conditions and prices remain unchanged.

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

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: *Diane Wetherington*

Print Name: Diane Wetherington

Title: Contracting Agent

Date: 9/7/2022



CONTRACT NO. Y22-135

MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE – APOPKA ZELLWOOD

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 Invitation for Bids, 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:

Orange County Public Works Department Fiscal
and Operational Support Division
4200 S. John Young Parkway
Orlando, FL 32839
Phone (407) 836-7721

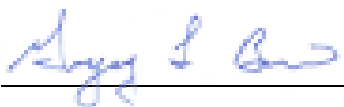
- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y22-135-MV, MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE APOPKA ZELLWOOD - 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 Bidder 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.

Aero Groundtek LLC

(COMPANY NAME)

BY:  (Authorized Signatory)
Gregory Bori (Name)
Director of Operations (Title)

DATE: 12/2/21

NOTICES: 858 Maguire Rd (Address)

Ocoee, FL 34761 (City, State Zip)
407-877-7473 (Phone)
gbori@groundtek.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 bidder and included in the sealed bid response.

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

6. Counterpart (2):

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

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y22-135-MV, MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE – APOPKA ZELLWOOD - Term Contract.**
- B. This contract is effective **FEBRUARY 22, 2022**, and shall remain in effect through **FEBRUARY 21, 2023.**
- C. The estimated contract award for the initial term of the contract is **\$315,600.**
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed as provided in the Invitation for Bids.
- F. Any amendments modifying the terms, conditions or scope of 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.
- G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY:  Carrie Mathes, Procurement Manager
Zulay Millan, Assistant Manager
Procurement Division

DATE: 2.23.2022

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

**BID RESPONSE FORM
IFB #Y22-135-MV**

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 Bid Response Form, inclusive of overhead, profit and any other costs.

APOPKA AND ZELLWOOD AREA

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL UNITS	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
I. Base Year (12 months from date of award):						
1.	Mowing as specified	4,200 acres	X	\$ 75 /acre	=	\$ 315,000
2.	Additional Litter Removal, as specified	600 acres	X	\$ 1 /acre	=	\$ 600
TOTAL PRICE BASE YEAR (ITEMS 1 & 2)						= \$ 315,600
II. Option Year I (12 months from 1st contract anniversary date):						
3.	Mowing as specified	4,550 acres	X	\$ 75 /acre	=	\$ 341,250
4.	Additional Litter Removal, as specified	650 acres	X	\$ 1 /acre	=	\$ 650
TOTAL PRICE OPTION YEAR I (ITEMS 3 & 4)						= \$ 341,900
III. Option Year II (12 months from 2nd contract anniversary date):						
5.	Mowing as specified	4,900 acres	X	\$ 75 /acre	=	\$ 367,500
6.	Additional Litter Removal, as specified	700 acres	X	\$ 1 /acre	=	\$ 700
TOTAL PRICE OPTION YEAR II (ITEMS 5 & 6)						= \$ 368,200
TOTAL PRICE (BASE YEAR, OPTION YEARS 1 & 2) (ITEMS 1 THROUGH 6)						= \$ 1,025,700

Aero Groundtek LLC

Company Name

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Aero Groundtek LLC

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

TIN#: 84-4918513 D-U-N-S® # _____

858 Maguire Rd Ocoee
(Street No. or P.O. Box Number) (Street Name) (City)

Orange Florida 34761
(County) (State) (Zip Code)

Contact Person: Gregory Bori

Phone Number: 407-877-7473 Fax Number: 407-877-8670

Email Address: gbori@groundtek.com

EMERGENCY CONTACT

Emergency Contact Person: Gregory Bori

Telephone Number: 407-877-7473 Cell Phone Number: 321-436-9038

Residence Telephone Number: 321-436-9038 Email: gbori@groundtek.com

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1, Date 11/19/21 Addendum No. _____, Date _____

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email
Gregory Bori	Director of Operations	407-877-7474 gbori@groundtek.com

	12/1/21
(Signature)	(Date)
Director of Operation	
(Title)	
Aero Groundtek LLC	
(Name of Business)	

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

State of Incorporation: Delaware

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

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

Federal I.D. number is: 84-4918513

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

November 19, 2021
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y22-135-MV; ADDENDUM #1

**MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE – APOPKA
ZELLWOOD**

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via **strikethrough**.

A. Questions and Answers

- 1. Question** - Are there any previous awards or tabulations available for this project? If so where can they be found?

Answer – Below is the Bid Tabulation for Y18-1018 for previous contract.

BID TABULATION
Y18-1018-MV
MSBU AND NON-MSBU RETENTION POND MOWING AND MAINTENANCE ZELLWOOD AND APOPKA

Item #	Basic Year	Unit	Est. Ann. Units	AmeriScapes Landscape Management Services, LLC		Carol King Landscape Maintenance, Inc.		Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	One Time Clean-up	Acre	300	\$100	\$30,000	80	\$24,000	\$150.00	\$45,000
2	Mowing	Acre	4,000	\$80.00	\$320,000	\$80.00	\$320,000	\$70.00	\$280,000
3	Adtl. Litter Removal	Acre	1,200	\$5.00	\$6,000	\$3.00	\$3,600	\$2.50	\$3,000
	Total Basic Year				\$356,000		\$347,600		\$328,000
II	Option Year 1								
1	Mowing	Acre	4,600	\$80.00	\$368,000	\$82.00	\$377,200	\$71.00	\$326,600
2	Adtl. Litter Remv.	Acre	1,400	\$5.00	\$7,000	\$3.00	\$4,200	\$2.50	\$3,500
	Total Option Year 1				\$375,000		\$381,400		\$330,100
III	Option Year 2								
1	Mowing	Acre	5,200	\$80.00	\$416,000	\$84.00	\$436,800	\$71.00	\$369,200
2	Adtl. Litter Remv.	Acre	1,600	\$5.00	\$8,000	\$3.00	\$4,800	\$2.50	\$4,000
	Total Option Year 2				\$424,000		\$441,600		\$373,200
	All Years				\$1,155,000		\$1,170,600		\$1,031,300

- 2. Question** - Is there a mandatory pre-bid meeting?

Answer – No, there's not a mandatory pre-bid meeting for this IFB.

- 3. Question** Is this an annual contract?

Answer – This is an annual contract with two (2), one (1) year renewal options. See page 27-28, Item 15. Evaluation of Options and Item 16. Contract Term – Option Years.

- 4. Question** Contract Length?

Answer – See Answer to Question 3 in this Addendum #1.

5. **Question** - How many cycles for large machine mowing?
Answer - It is the Contractor's responsibility to visit each of the contracted areas to make a determination regarding equipment and manpower needed to service and complete all locations within the scheduled cycle dates. An FTP link within the document containing all maps and locations was provided with the IFB Y22-135-MV. See page 28, Item 18. Attachments for the link provided.
6. **Question** - How many cycles for litter control?
Answer - Litter control is applied on an as-needed basis.
7. **Question** - How many acres for Small machine mowing?
Answer - It is the Contractor's responsibility to visit each of the contracted areas to make a determination regarding equipment and manpower needed to service and complete all locations within the scheduled cycle dates. An FTP link within the document containing all maps and locations was provided with the IFB Y22-135-MV. See page 28, Item 18. Attachments for the link provided.
8. **Question** - How many acres for large machine mowing?
Answer - It is the Contractor's responsibility to visit each of the contracted areas to make a determination regarding equipment and manpower needed to service and complete all locations within the scheduled cycle dates. An FTP link within the document containing all maps and locations was provided with the IFB Y22-135-MV. See page 28, Item 18. Attachments for the link provided.
9. **Question** - How many acres for slope mowing?
Answer - It is the Contractor's responsibility to visit each of the contracted areas to make a determination regarding equipment and manpower needed to service and complete all locations within the scheduled cycle dates. An FTP link within the document containing all maps and locations was provided with the IFB Y22-135-MV. See page 28, Item 18. Attachments for the link provided.
10. **Question** - Is there an estimated Budget?
Answer - There's not an estimated budget for this procurement.

B. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that 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 bid.
2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledge by:



 Authorized Signature

12/2/21

 Date

 Director of Operation

Title

 Aero Groundtek LLC

Name of Firm

November 19, 2021
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y22-135-MV; ADDENDUM #1

**MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE – APOPKA
ZELLWOOD**

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A. Questions and Answers

- 1. Question** - Are there any previous awards or tabulations available for this project? If so where can they be found?

Answer – Below is the Bid Tabulation for Y18-1018 for previous contract.

BID TABULATION
Y18-1018-MV
MSBU AND NON-MSBU RETENTION POND MOWING AND MAINTENANCE ZELLWOOD AND APOPKA

Item #	Basic Year	Unit	Est. Ann. Units	AmeriScapes Landscape Management Services, LLC		Carol King Landscape Maintenance, Inc.		Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
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1	Mowing	Acre	5,200	\$80.00	\$416,000	\$84.00	\$436,800	\$71.00	\$369,200
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	Total Option Year 2				\$424,000		\$441,600		\$373,200
	All Years				\$1,155,000		\$1,170,600		\$1,031,300

- 2. Question** - Is there a mandatory pre-bid meeting?

Answer – No, there's not a mandatory pre-bid meeting for this IFB.

- 3. Question** Is this an annual contract?

Answer – This is an annual contract with two (2), one (1) year renewal options. See page 27-28, Item 15. Evaluation of Options and Item 16. Contract Term – Option Years.

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Answer – See Answer to Question 3 in this Addendum #1.

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10. **Question** - Is there an estimated Budget?
Answer - There's not an estimated budget for this procurement.

B. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that 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 bid.
2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledge by:

Authorized Signature	Date
Title	
Name of Firm	



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

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

**INVITATION FOR BIDS #Y22-135-MV, MSBU & NON-MSBU RETENTION POND
MOWING & MAINTENANCE – APOPKA ZELLWOOD
TERM CONTRACT**

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

<https://app.negometrix.com/buyer/691>

BID SUBMISSION DUE DATE:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Mercell Source-to-Contract Platform (formerly Negometrix) only at:

<https://app.negometrix.com/buyer/691>

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, December 2, 2021**, via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original, two (2) hard copies and one (1) electronic copy on a USB Flash Drive**.

NOTICE TO BIDDERS:

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

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Friday, November 12, 2021** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
SECTION 1: GENERAL TERMS AND CONDITIONS	
GENERAL TERMS AND CONDITIONS	3-20
SECTION 2: SPECIAL TERMS AND CONDITIONS	
SPECIAL TERMS AND CONDITIONS	21-30
SECTION 3: SCOPE OF SERVICES	
SCOPE OF SERVICES	31-45
SECTION 4: BID SUBMISSION REQUIREMENTS AND DOCUMENTATION	
- QUALIFICATION OF BIDDERS (BID PACKAGE REQUIREMENTS)	48-50
- BID RESPONSE FORM	51-52
- EMERGENCY CONTACTS	53
- ACKNOWLEDGEMENT OF ADDENDA	53
- AUTHORIZED SIGNATORIES/NEGOTIATORS	54
- REFERENCE DOCUMENTATION FORM	55-57
- DRUG-FREE WORKPLACE FORM	
- SCHEDULE OF SUBCONTRACTING FORM	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- AGENT AUTHORIZATION FORM	
- LEASED EMPLOYEE AFFIDAVIT	
- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY	
- CONTRACT	

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

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

2. **QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. 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 Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. **PRICE/DELIVERY**

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

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

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

4. **FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

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

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

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

6. BRAND NAME OR EQUALS/DEVIATIONS

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

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

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

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

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

7. **NO BID**

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

8. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder’s firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. **LEGAL REQUIREMENTS**

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. **RECIPROCAL PREFERENCE**

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. 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.

12. 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.

13. 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.

14. UNIFORM COMMERCIAL CODE

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 Invitation for Bids.

15. MISTAKES

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

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. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

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

22. BID AND RELATED COSTS

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

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and

shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

25. DRUG-FREE WORKPLACE FORM

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

26. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

27. CONFLICT OF INTEREST FORM

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

28. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

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

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

ORANGE COUNTY PROCUREMENT DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Due Date of Bid Submittal**
- C. Name of Bidder**
- D. Phone Number of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

30. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. 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.

33. PAYMENT TERMS/DISCOUNTS

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

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. 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.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

38. 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.

39. 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.

40. 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.

41. 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.

42. **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.

43. **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.

44. **SINGLE-USE PRODUCTS**

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. **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.

46. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

47. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers 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. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal 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, bidder/proposer 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.

Bidder/proposer 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 bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

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

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

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

Procurement of Recovered Materials:

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

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

49. SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid 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:
1. Have falsified its certification of eligibility to bid 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
 2. Have become ineligible to bid 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.

50. 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. **BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

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 bid basis to the lowest responsive and responsible Bidder.

POST AWARD MEETING

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

5. **LIQUIDATED DAMAGES**

Should the Contractor fail to make delivery of the goods or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of **\$200 for each calendar day** of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

6. **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.**

7. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards.

Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

9. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

10. CODES AND REGULATIONS

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

11. PAYMENT

Partial payments for the value of 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:

Orange County Public Works Department Fiscal
and Operational Support Division
4200 S. John Young Parkway
Orlando, FL 32839
Phone (407) 836-7721

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

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

12. DEBRIS

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

13. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - 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>

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 \$1,000,000 (one million 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.

Required Endorsements:

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 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

Additional Coverage:

- Pesticide Herbicide Application Liability 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. EVALUATION OF OPTIONS

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

16. CONTRACT TERM – OPTION YEARS

The Contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months.

The County may unilaterally renew the Contract for the periods specified on the Bid Proposal Form for twenty-four (24) months.

17. METHOD OF ORDERING

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

18. ATTACHMENTS

The below FTP link made a part of this Invitation for Bids:

<ftp://ftp.ocfl.net/divisions/Purchasing/pub/Current%20Bids%20and%20RFPs%20-%20Large%20Files/>

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

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

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 bid and subsequent contract award.

23. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. **8% - Bids Up To \$100,000**
- B. **7% - Bids Greater Than \$100,000 to \$500,000**
- C. **6% - Bids Greater Than \$500,000 to \$750,000**
- D. **5% - Bids Greater Than \$750,000 to \$2,000,000**

- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, equipment, supervision, tools, transportation, supplies, manpower and pay disposal fees, to complete the work specified herein. The Contractor shall perform all mowing (roadside and slope mowing, litter/debris and grass clipping removal, edging, herbicide treatment, and brush control) and additional litter removal (as needed). The Contractor shall be responsible for retention pond mowing (including roadside, flat and slope mowing, litter/debris and grass clipping removal, brush control and removal, edging, herbicide treatment) and additional litter removal (as needed) for Municipal Service Benefit Unit (MSBU) Retention Ponds and Non- Municipal Service Benefit Unit (Non MSBU) Retention Ponds. All work shall be performed in the specified retention areas in the Apopka and Zellwood service area.

GENERAL PROVISIONS

1. The Contractor shall coordinate with the County's Representative, who will perform inspections for the County and verify that the work has been completed in accordance with the scope of services as scheduled and resolve problems that may arise.
2. The Contractor shall verify quality control for the contract to the County's Representative as directed. Manager of the Orange County Stormwater Management Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205, Phone 407-836-7919.
3. The Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County's Representative for approval, two working days prior to starting work. **IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES SHALL BE ALLOWED EXCEPT IN CASE OF EMERGENCIES.**
4. **THE USE OF PUBLIC ROADS AND STREETS BY THE CONTRACTOR SHALL PROVIDE A MINIMUM INCONVENIENCE TO THE PUBLIC AND TRAFFIC.**
5. The Contractor shall comply with the most current edition of the F.D.O.T Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.
6. **A mandatory Pre-Work Conference will be conducted by the County's Representative to ensure understanding and cooperation of all parties.**

7. It is the Contractor's responsibility to visit each of the contracted areas to make a determination regarding equipment and manpower needed to service and complete all locations within the scheduled cycle dates.
8. **CYCLE** – Frequency of services for the Apopka and Zellwood area will be dependent upon growing conditions. Between April and October each mowing cycle will consist of eighteen (18) work days. Between November and March each mowing cycle will consist of twenty-four (24) work days. A delivery order will be issued for each cycle. The delivery order will contain a start date and a completion date.
9. The County will determine the start and ending dates for each cycle. The Contractor shall perform services between the hours of 7:00 AM and 5:00 PM, Monday through Saturday unless authorized by the County's Representative. The Contractor shall not perform work on Sundays and County holidays, unless authorized by the County's Representative. If the Contractor desires to work on Sundays or official holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day) the Contractor shall obtain pre-approval from the Manager, Stormwater Management Division.
10. This contract requires a maximum of fourteen (14) mowing cycles, as needed. It also includes a maximum of two (2) cycles of additional litter removal, as needed, to be accomplished on an annual basis.
11. **SCHEDULE AND ROUTE** - Areas covered by the contract shall be maintained regularly within each cycle so they are not neglected for long periods. The County will release cycles under the contract once every eighteen (18) work days between April and October and once every twenty-four (24) work days between November and March as needed.
12. **Work Plan:** The Contractor shall submit two (2) work plans (18 workdays and 24 workdays) including schedule and route prior to beginning any work under the contract. The work plans shall contain specific details on work to be performed including a schedule per work week, route to be followed, and locations of work each day. The Work Plan shall be submitted within three (3) days after contract award. Any updates of the work plan shall be approved by the County prior to start of work. The Contractor shall maintain the workplan throughout the life of the contract.
13. The Contractor shall create a work schedule and route based on the different growing seasons. The County's Representative reserves the right to adjust the maintenance frequency during the growing seasons. At all times, the Contractor shall comply with approved mowing cycles and workplan.
14. Submitted work plan (schedule and route) shall not be changed to adjust for growth conditions during different seasons. Once determined and submitted to the County, the maintenance schedule will be locked and no changes will be made without County's approval. At times, the County may decide to inspect properties to ensure the Contractor is performing services per the mowing cycle and work plan. The Contractor shall perform services during the days and times specified in the approved work plan in contracted locations as specified on the submitted daily and weekly maintenance schedule unless otherwise authorized in writing by the County's Representative. Delays on a previous cycle shall not affect operations on a subsequent cycle unless otherwise authorized in writing by the County's Representative

15. The Contractor shall consult with the County's Representative prior to any schedule variance. The Contractor shall immediately contact the County's Representative when circumstances beyond their control that could alter the schedule or route for the cycle arise. The County's Representative will verify those circumstances and determine if changes to the schedule and/or route for the cycle are warranted. Based on the conditions, the County's Representative could authorize modifications to the completion date for the cycle if applicable.
16. **QUANTITY AND FREQUENCY OF WORK** – The work specified in the contract represents the type of services to be accomplished. The areas and limits of work are all specified MSBU and Non-MSBU retention ponds and County property. Areas have been inventoried and calculated as to quantities. Areas are measured by pond tract acreage (measurements include from the rear boundaries of the ponds to the road, including easements, sidewalks and curb, etc.). Any discrepancies or disagreements concerning quantities and limits of work shall be immediately reported in writing to the County's Representative for review. The Contractor shall provide the new measurements taken by the Contractor and the measurements as provided by the contract. Discrepancies or disagreements will be mutually resolved prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.
17. All cost of reclaiming these areas shall be included in the unit price. No additional compensation will be given to the Contractor for bringing the specified areas up to a maintainable level. All work locations will be considered provided by the County in an "as is" condition.
18. **LIQUIDATED DAMAGES** – Areas covered under the contract shall be maintained during allotted time frame as specified on the delivery order for the area (once every eighteen (18) work days between April and October and once every twenty-four (24) work days between November and March, unless otherwise authorized by the County's Representative. Delivery orders will be issued for all work to be performed under the contract.

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

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

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

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

If the Contractor is required to remove their operation as a result of inclement weather after 12:00P.M (noon) for an excessive number of days, the Contractor shall document in writing via email to the County's Representative any inclement weather after 12:00PM (noon) affecting their maintenance operations. The Contractor shall also include pictures and other pertinent documentation for review and consideration. The County may consider allowing additional time to the performance period based on Contractor's written notifications and supporting documentation submitted. The County will notify the Contractor on final decision and will modify the completion date, accordingly, for the cycle.

21. **DAILY REPORTS** - The County's Representative shall be entitled at all times to be advised, at their request, as to the status and details of work being completed by the Contractor in the format required. The Contractor shall maintain coordination with the County's Representative at all times. Either party may request and be granted a conference upon request in a timely manner. The County utilizes a standard reporting form that will be provided to the successful bidder upon contract award. **The Contractor shall inform the County's Representative by email daily prior to 7:30am as to the locations to be worked and the areas completed the previous day.**

22. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall ensure that the finished work complies accurately with the scope of services.

23. Mowing, edging, litter removal, herbicide treatment (with color tracker), grass clippings removal, and brush control are included within the rates on the Bid Response Form. Any deficiencies not addressed by the contractor within the time required under this contract will be grounds to deny payment for the location affected.

24. Retention pond areas are measured by tracts (measurements include from the rear boundaries of the ponds to the road, including easements, sidewalks and curb). The County reserves the rights to deny payment for the whole area if one or more of the items listed above are found deficient and not corrected during the mowing cycle.

25. **List of Personnel:** The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foremen and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. The list shall be provided within three (3) days of the contract award. Any changes to the list made thereafter, shall be approved by the County Representative or designee.
26. **COMMUNICATION AND QUALITY CONTROL** - The Contractor shall designate Contractor's Representative who shall be responsible for the quality control of the contract and shall not be replaced without written notice to the County's Representative at least twenty-four (24) hours before or after the change. The Contractor's Representative shall be present at job sites and have the authority to make important decisions related to the contract to include but not be limited to making adjustments or revisions to the workplan or removal of personnel. All communications given to the Contractor's Representative shall be as binding as if given to the Contractor.
27. To effectively communicate with County staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email, cellular phone, laptop computer, smart phone, etc.). This mandatory requirement ensures proper communication and documentation of problems while performing operations in contracted areas. All conversations with County staff shall be documented via email, including but not limited to: weather/unusual conditions delays, contractual issues, instructions given by County staff, etc.

Manpower for Apopka and Zellwood Area

Position	Quantity	Comments
Supervisor	1	Supervision, reporting, complaint handling, and quality assessment control.
Working Foreman	1	Retention Pond mowing (flat and slope)
Equipment Operator	5*	Retention Pond mowing (flat and slope)
Workers	4*	Litter removal and handwork
Spray Technician	1	Weed control

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

28. **MULTIPLE CONCURRENT CONTRACTS** - Due to the nature and scope of this type of contract, in the event that the lowest bidder is determined to be the lowest bidder for another subsequent mowing contract or already has a mowing contract, a Management Plan shall be submitted to the County with bid submission.

The plan shall contain detailed information on personnel, equipment, and schedules for each contract. The Contractor shall have resources (i.e. equipment and personnel) for each contract. If the Contractor does not provide the required information to the County, the County reserves the right to award the new contract to the next lowest responsive and responsible bidder.

29. **Litter Removal** - The additional litter removal is a separate bid item over and above the routine litter removal required during regular mowing operations to be used on an “as needed” basis. A written delivery order will be issued to the Contractor each time there is such a need.
30. **EQUIPMENT** – The Contractor shall ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. All equipment used by the Contractor is subject to inspection by the County’s Representative. Any equipment on site, which is deemed by the County’s Representative to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at his/her expense the same day of the County’s determination. A list of equipment shall be submitted on company’s letterhead within three (3) days of contract award.
31. To properly mow areas under the contract the following equipment is suggested for the life of the contract:

Equipment Required:

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

32. Because every mowing area presents unique characteristics, the Contractor shall take the time to inspect and analyze specific needs. Some areas require ditch and/or slope mowing, some small machine mowing, some large machine mowing, and some others require a combination of equipment in order to provide the required services. The mowing equipment used by the Contractor shall be maintained to produce a clean, sharp cut and uniform distribution of clippings at all times. The mowers shall be constructed such that the height the banks/flat mowing cut will be four (4) inches, plus or minus one (1) inch (4 +/- 1) and retention pond slopes height will be six (6) inches, plus or minus one (1) inch (6 +/- 1).
33. The Contractor shall use amber flashing lights on all mowing equipment and his/her employees shall be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the County.
34. **COMPLETION OF WORK** – The Contractor shall complete the work ordered within each designated cycle and notify in writing of areas completed on a daily basis to the County’s Representative for inspection and approval of work quality being accomplished. The County’s Representative will make a final inspection and notify the Contractor in

writing of any deficiencies found in reported areas. In the event of unsatisfactory work, the Contractor shall repeat the work without additional compensation, within two (2) work days unless otherwise authorized by the County's Representative.

35. If a second re-inspection is required, the County will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that delivery order.
36. Mowing – Mowing, edging, litter/debris removal, herbicide treatment, grass clipping removal, and brush control are included under one bid item. Any deficiencies not addressed by the Contractor by the time required under any released mowing cycle will be grounds to deny payment for the location affected. The County reserves the rights to deny payment for the whole area if one or more of the items listed above are found deficient and not corrected during the mowing cycle.
37. Regular mowing under the contract is generally limited to mowing specified retention ponds and surrounding area(s). This will include berms, easements, flat areas, slopes, dry pond bottoms and to the water's line/edge in the wet ponds. Pond maps provided indicate areas to be serviced in and around the pond parcel. Areas behind power poles shall be mowed at least one mower pass to the right-of-way line or as directed. Slope mowing, which is also a contract requirement, is generally limited to slopes greater or steeper than three-to-one (3:1) and are relatively inaccessible to the use of conventional mowing equipment (e.g., steep slopes, retention pond banks and shores, bridge/overpass banks, canal banks, wet roadside ditches, etc.). These types of areas will normally require equipment specifically designed for this type of work. When slope mowing is performed, it shall incorporate the use of string trimmers to protect the integrity of the slope and prevent damage to the turf. Heavy mowing equipment shall not be permitted on slopes greater or steeper than three-to-one (3:1).
38. Sign posts, guardrails, trees, retention pond inlet/outfall structures, fences, shrubs, plants, light poles, utility flags or other such obstacles to mowing shall be hand mowed or trimmed around as necessary to present a groomed appearance.
39. Pond bottoms that are serviced may become saturated with water after a rain event. Those areas shall still need to be maintained. Any vegetation; grass etc. above the water surface after a rain event shall be cut-off level or as directed by the County's representative. No additional compensation will be given to the Contractor for those areas.
40. Particular attention shall be made to planted areas around the retention pond (littoral shelf). Any damage that occurs to plants, trees, shrubs, mulched beds, tree rings, sprinkler heads, etc., shall be repaired or restored before the cycle is completed or as directed by County's Representative. Mowing shall also include grass clipping removal and litter removal, edging, and herbicide treatment. These costs shall be included in the unit price bid for retention pond mowing and maintenance.
41. Quality – All cutting shall be performed in such a manner to produce a stand of mowed grass or vegetation cut uniformly to the height on banks/flat mowing areas will be four (4) inches, plus or minus one (1) inch (4 +/- 1) and retention pond slopes to the height of six (6)

inches, plus or minus one (1) inch (6 +/- 1) with no streaks or scalping. In the event the Contractor damages the turf, curbs, or pavement, they shall restore it to its original or better condition and/or replacement thereof, prior to the end of the cycle. This also includes sign structures, mailboxes, appurtenances, etc.

42. All appurtenances shall be hand-mowed or trimmed around by the Contractor as necessary to present a well-groomed appearance. Appurtenances shall include but not be limited to, sign posts and bases, delineator posts, fences, guardrail or barrier walls, end walls, pipes, drainage structures, poles, retention pond control structures, guys, landscape areas, etc.
 - 42.1 Quantity and Frequency of Mowing – The County’s Representative will determine when to begin each mowing cycle. The number and timing of the cycles will depend upon the growth conditions of the grass during the season. A maximum of fourteen (14) cycles will be ordered each year. The Contractor will be compensated at the unit price per acre times the acreage completed in each mowing cycle.
 - 42.2 Limitations of Operation – When mowing within ten (10) feet of traveled roadway, all equipment shall be operated in the direction of the flow of traffic. This provision does not apply when flaggers and warning signs in accordance with the Manual on Uniform Traffic Control Devices protect the specific work site.
 - 42.3 When boom-type slope mowers are operated on the shoulder, a flagger shall be stationed to warn other traffic and assist the operations. Warning signs shall be placed in accordance with the most current edition of the Florida Department of Transportation's "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways." When mowers are crossing the traveled roadway or bridges, flaggers shall be provided.
 - 42.4 When necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.
 - 42.5 When necessary for mowing machines to cross the traveled roadway, a location shall be selected that provides an unobstructed sight distance of five hundred (500) feet. The operator shall stop before crossing the roadway and permit closely approaching vehicles to pass before crossing. Operations shall be planned to minimize crossings. Equipment left on the right-of-way or County property after designated work hours shall be placed outside the clear and recovery area and shall be the sole responsibility of the Contractor. If equipment is left on the right-of- way, it shall be marked with a barricade etc. and with approved steady burning amber lights.
 - 42.6 All service and supply operations shall be conducted outside the clear and recovery area. No supply vehicles shall enter the median for any purpose. No service vehicle shall enter the median unless necessary to repair or remove inoperable equipment.

- 42.7 Litter/Debris Removal – During each cycle all litter and debris shall be removed prior to and upon completion of a mowing cycle. Litter and debris removal includes the pickup, removal, and disposal from the right-of-way and County property of any obstacle such as tree branches up to two (2”) in diameter, wood, signs, tires, cans, yard waste, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove any item such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, resulting in an objectionable appearance. The Contractor shall remove trash from wet retention areas at least 4-feet from the banks. The cost of litter/debris removal shall be included in the unit price bid for mowing.
- 42.8 Clipping Removal – During each cycle, all grass clippings that are not uniformly distributed and detract from the appearance of the mowing operation shall be removed from the job site by the Contractor upon completion of the mowing operation to allow for a neat and clean appearance after completion. The Contractor shall remove and dispose of all grass clippings from the pavement, fence lines, sidewalks, curbs and curb inlets located within the limits of the project. Areas with any type of grate drain shall be free of grass clippings to prevent any potential flooding that may occur. The cost of grass clipping removal shall be included in the unit price bid for mowing. The grass clipping removal shall be performed in conjunction with the mowing cycle.
- 42.9 The Contractor shall maintain inlet openings free from the debris generated during their mowing operation. Grass clippings shall not be blown into drains or storm drain inlets or wet retention ponds. Failure to adhere to this will result in the Contractor removing clippings from the water and jetting out affected pipes and drains at their own expense within two (2) working days after notification or reimbursing the County for the clean-up effort carried out by County personnel.
- 42.10 Brush Control – During each cycle, the Contractor shall cut and remove brush and plant growth up to two (2) inches in diameter and up to seven (7) feet height along retention area boundaries, developed or undeveloped lots or properties and along fence lines and walls so it does not encroach onto the County’s right-of-way/property. This work shall be performed in conjunction with the mowing cycle. The cost of brush control shall be included in the unit price bid for mowing.
43. Edging - Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following structures: sidewalks, paved approaches and curbs, to maintain these areas in an attractive and manicured condition. Edging encompasses the removal of growth mechanically and manually.

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

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

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

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

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

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

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

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

- 44.3 Submit the name and a copy of the license for one Certified Pest Control Licensee with Pesticide Application qualified in right-of-way from Florida Department of Agriculture Consumer Services Pesticides Certification Office, Commercial Applicator License category 5A and 6 in the name of Company or on company employee with your bid submittal.

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

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

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

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

44.6 Limitation of Operations - The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal Government as well as that of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. The Contractor at their expense shall replace plants, grass and trees damaged by the improper use of herbicides. Replacements shall be of the same size and type of those damaged.

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

45. Additional Litter Removal – The Contractor may be asked to remove additional litter and debris from specific areas on an as needed basis -above and beyond the requirement described in paragraph 4.2. This additional litter and debris removal consists of the pickup, removal, disposal of litter, and otherwise objectionable debris, within the maintained limits of the right-of-way. Additional litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, tree branches, and other items to be removed under this work.

45.1 Frequency of Removal - This service to specific areas will be ordered by the County's Representative via Delivery Order, and a separate line item is included on the bid sheet for the pricing of this work. For bidding purposes only, 2 cycles have been estimated for additional litter removal.

45.2 Equipment - Equipment utilized to transport additional litter shall be constructed in a manner to preclude spillage or loss of litter/debris along the roadway. All open top carriers shall be covered and secured with tarpaulins.

The Contractor, at no cost to the County, shall remove all spillages promptly. The Contractor shall submit a written request for approval, to the County's Representative, for the use of specialized equipment designed for mechanized removal of additional litter and debris. The County's Representative will require the Contractor to establish, at the Contractor's expense, satisfactory results that the specialized equipment will produce quality additional litter removal. The County's Representative will require additional safety devices or precautions unique to the equipment. Equipment that damages curbs, pavement, or turf shall not be allowed.

45.3 Limitation of Operation - Any equipment left on the right-of-way overnight shall be lit and parked outside the clear zone, except in median areas where no equipment shall be permitted to be parked overnight. All service and supply operations shall be conducted between the travel way and the right-of-way line and be outside the

clear zone. No supply vehicle shall enter the median for any purpose. No service vehicle shall enter the median except when necessary to repair or remove inoperable equipment.

No work shall be permitted during non-daylight hours.

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

45.4 Disposal of Additional Litter and Debris - All Additional litter and debris that have been accumulated and picked up shall be placed in trash bags and removed from retention areas and right-of-ways at the end of each working day by the Contractor. Disposal of litter and debris shall be made in accordance with local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor. Storage or stockpiling of litter or debris on the retention areas or right- of-ways shall not be permitted. With each invoice submittal the Contractor shall provide the landfill receipts where the Contractor disposed all additional litter or debris.

45.5 Quality - Completed areas will be reviewed for quality and acceptance by the County's Representative. Areas determined to be unsatisfactory by the County's Representative shall be re-cleaned at no additional cost. All areas shall be cleaned in such a manner that they are reasonably free of all litter and debris. The Contractor will not be penalized for additional litter and debris that may be deposited between the time the work was completed and the time when the work is approved by the County's Representative. However, the County's Representative's judgment when evaluating completed work will be final.

45.6 Basis of Payment - Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of additional litter and debris removal.

46. PAYMENT ITEMS - Payment will be made under:

Item No. 1 - Mowing - per acre (includes edging, litter/debris removal, brush control, grass clipping removal, and herbicide treatment)

Item No. 2 - Additional Litter Removal, as specified - per acre

47. APPROXIMATE QUANTITIES IN THE CONTRACT

Apopka and Zellwood Area MSBU and Non-MSBU Retention Ponds

Base Year	(12 months from date of award):	
	Mowing	4,200 acres
	Additional Litter Removal	600 acres
Option Year No. 1	(12 months from 1st anniversary date):	
	Mowing	4,550 acres
	Additional Litter Removal	650 acres
Option Year No. 2	(12 months from 2nd anniversary date):	
	Mowing	4,900 acres
	Additional Litter Removal	700 acres

48. LOCATION OF WORK

APOPKA AND ZELLWOOD AREA

<ftp://ftp.ocfl.net/divisions/Purchasing/pub/Current%20Bids%20and%20RFPs%20-%20Large%20Files/>

Specified locations could increase due to additions of new ponds or decrease due to removal of ponds. Additional location listings will be issued as they become available. The FTP Link plus these additional location listings (up to the maximum amount allowed for the Base Year of the contract) constitute the total contract requirement for the Base Year of the contract.

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

49. FINAL INSPECTION FOR PAYMENT - After the Contractor has corrected all deficiencies to the satisfaction of the County's Representative and delivered other documents as required by the Contract, the Contractor may make application for final payment. Invoices for services provided shall be submitted within fourteen (14) days after acceptance of the cycle as completed.

Invoices shall be submitted to the following address for payment: **Fiscal & Operational Support Division Public Works Department, 4200 South John Young Parkway, Orlando, Florida 32839**. A courtesy email with notification of submission of invoices should be sent to our office. However, invoices are not considered received until received by our Fiscal Division. Invoices shall include: location where work was performed, invoice number, delivery order number, acreage, unit price, current submission date, etc. Invoices for MSBU and Non MSBU retention ponds must be individually submitted for processing and payment.

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

SECTION 4
BID 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)*

Bidders are cautioned, when completing your bid, 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 bid 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 bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

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

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Mercell Source-to-Contract Platform (formerly Negometrix) only at: <https://app.negometrix.com/buyer/691>

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

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

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **MELISA VERGARA**
IFB NUMBER: **Y22-135-MV**
TITLE: **MSBU & NON-MSBU RETENTION POND
MOWING AND MAINTENANCE – APOPKA
ZELLWOOD**

BID DUE DATE: _____

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

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.
- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Merrell Source-to-Contract Platform (formerly Negometrix) only at: <https://app.negometrix.com/buyer/691>
- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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

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

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

- [] 1. Reference Documentation Form
(Required)

Bidder 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. The Bidder must have performed as a Prime Contractor providing retention pond mowing: flat/slope mowing, litter/debris and grass clipping removal, edging, herbicide treatment and brush control.

2. The Bidder's prior successfully completed or current contracts must be comparable and verifiable with location, dates of contract, total amount of work completed per year, dollar amount for services per year, names, address and telephone numbers of owners within the last four (4) years as described in contract documents.
3. The Bidder shall have performed in urban/rural areas the mowing of retention ponds and additional litter removal (as needed) covering an area of over 4,500 acres annually.

- [] 2. A written, signed and dated statement on company's letterhead confirming the total acreage that the Contractor is currently managing and confirm the possession of resources and other assets (included but not limited to personnel and equipment, etc.) to satisfactorily provide services as specified herein. All current Orange County contracts for mowing shall be included in the total acreage specified. On the statement, confirm that the company does not foresee any challenges taken on this additional contract while maintaining outstanding/ongoing contracts with Orange County.
(Required)
- [] 3. Bidder 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 scope of services herein.
(Required)
- [] 4. Submit the name and a copy of the license for one Certified Pest Control Licensee with Pesticide Application qualified in right-of-way from Florida Department of Agriculture Consumer Services Pesticides Certification Office, Commercial Applicator License category 5A and 6 in the name of Company or for a company employee.
(Required)
- [] 5. Bid Response Form
(Required)
- [] 6. Acknowledgement of Addenda
(Required if Applicable)
- [] 7. Authorized Signatories/Negotiators
(Required)
- [] 8. Drug-Free Workplace
(Required)
- [] 9. Schedule of Sub-contracting
(Required if Applicable)
- [] 10. Conflict/Non-Conflict of Interest Form
(Required)

- [] 11. E-Verification Certification
(Required)
- [] 12. Current W9
(Required)
- [] 13. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- [] 14. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- [] 15. Agent Authorization Form
(Submit if Applicable)
- [] 16. Leased Employee Affidavit
(Submit if Applicable)
- [] 17. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)
- [] 18. Contract Y22-135-MV, 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 bid.

**BID RESPONSE FORM
IFB #Y22-135-MV**

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 Bid Response Form, inclusive of overhead, profit and any other costs.

APOPKA AND ZELLWOOD AREA

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL UNITS	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID	
I. Base Year (12 months from date of award):							
1.	Mowing as specified	4,200 acres	X	\$ /acre	=	\$	
2.	Additional Litter Removal, as specified	600 acres	X	\$ /acre	=	\$	
TOTAL PRICE BASE YEAR (ITEMS 1 & 2)						=	\$
II. Option Year I (12 months from 1st contract anniversary date):							
3.	Mowing as specified	4,550 acres	X	\$ /acre	=	\$	
4.	Additional Litter Removal, as specified	650 acres	X	\$ /acre	=	\$	
TOTAL PRICE OPTION YEAR I (ITEMS 3 & 4)						=	\$
III. Option Year II (12 months from 2nd contract anniversary date):							
5.	Mowing as specified	4,900 acres	X	\$ /acre	=	\$	
6.	Additional Litter Removal, as specified	700 acres	X	\$ /acre	=	\$	
TOTAL PRICE OPTION YEAR II (ITEMS 5 & 6)						=	\$
TOTAL PRICE (BASE YEAR, OPTION YEARS 1 & 2) (ITEMS 1 THROUGH 6)						=	\$

Company Name

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

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

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

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

State of Incorporation: _____

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

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

Federal I.D. number is: _____

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

REFERENCE DOCUMENTATION FORM

List at least three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

5. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y22-135-MV

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y22-135-MV

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

- 1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
- 2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
- 3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges 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 Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY BIDDER**

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Bidder

Date

STATE OF 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)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

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

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

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

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

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

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

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

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

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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

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

AFFIDAVIT

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

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



**CONTRACT NO. Y22-135-MV
MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE – APOPKA ZELLWOOD**

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 Invitation for Bids, 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:

Orange County Public Works Department Fiscal
and Operational Support Division
4200 S. John Young Parkway
Orlando, FL 32839
Phone (407) 836-7721

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

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y22-135-MV, MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE APOPKA ZELLWOOD - 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 Bidder 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 bidder and included in the sealed bid response.

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

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y22-135-MV, MSBU & NON-MSBU RETENTION POND MOWING & MAINTENANCE – APOPKA ZELLWOOD - Term Contract.**
 - B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE.**
 - C. The estimated contract award for the initial term of the contract is

\$ _____
 - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
 - E. This contract may be renewed as provided in the Invitation for Bids.
 - F. Any amendments modifying the terms, conditions or scope of 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.
 - G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: _____

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