

AMENDMENT NO. 1

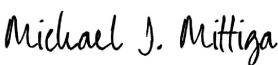
TERM CONTRACT NO. Y22-137B
TREE TRIMMING AND RELATED SERVICES FOR ROADS AND DRAINAGE

EFFECTIVE DATE: May 24, 2023

- A. In accordance with changes in the Consumer Price Index (CPI) all unit prices are increased by 3.8%. See Attachment A for line item increases.
- B. The total estimated contract amount, and all other terms and conditions remain unchanged.

WOLF TREE, INC.

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

DocuSigned by:

 6A0D315A0C9E443...

 Signature



 Signature

Michael J. Mittiga

 Printed/Typed Name

Melisa Vergara, CPPB

Vice President & General Manager

 Title

Contracting Agent

June 1, 2023

 Date

6/2/23

 Date

ATTACHMENT A

Line Item No.	Description	CPI Increase	Increase	New Pricing
1	Elevations 0" to 12" in diameter at breast height	3.8%	\$ 1.48	\$ 40.48
2	Elevations 12.1" to 24" in diameter at breast height	3.8%	\$ 1.90	\$ 51.90
3	Elevations 24.1" to 36" in diameter at breast height	3.8%	\$ 2.96	\$ 80.96
4	Elevations 36.1" to 48" in diameter at breast height	3.8%	\$ 3.38	\$ 92.38
5	Elevations 48.1" to 60" in diameter at breast height	3.8%	\$ 4.14	\$ 113.14
6	Elevations 60.1" to 70" in diameter at breast height	3.8%	\$ 8.70	\$ 237.70
7	Elevations 70.1" or more in diameter at breast height	3.8%	\$ 10.34	\$ 282.34
8	Pruning 0" to 12" in diameter at breast height	3.8%	\$ 1.48	\$ 40.48
9	Pruning 12.1" to 24" in diameter at breast height	3.8%	\$ 1.90	\$ 51.90
10	Pruning 24.1" to 36" in diameter at breast height	3.8%	\$ 2.96	\$ 80.96
11	Pruning 36.1" to 48" in diameter at breast height	3.8%	\$ 3.34	\$ 91.34
12	Pruning 48.1" to 60" in diameter at breast height	3.8%	\$ 4.14	\$ 113.14
13	Pruning 60.1" to 70" in diameter at breast height	3.8%	\$ 8.70	\$ 237.70
14	Pruning 70.1" or more in diameter at breast height	3.8%	\$ 10.34	\$ 282.34
15	Tree Removal 0" to 12" in diameter at breast height	3.8%	\$ 3.80	\$ 103.80
16	Tree Removal 12.1" to 24" in diameter at breast height	3.8%	\$ 17.86	\$ 487.86
17	Tree Removal 24.1" to 36" in diameter at breast height	3.8%	\$ 31.50	\$ 860.50
18	Tree Removal 36.1" to 48" in diameter at breast height	3.8%	\$ 62.02	\$ 1,694.02
19	Tree Removal 48.1" to 60" in diameter at breast height	3.8%	\$ 95.08	\$ 2,597.08
20	Tree Removal 60.1" to 70" in diameter at breast height	3.8%	\$115.75	\$ 3,161.75
21	Tree Removal 70.1" or more in diameter at breast height	3.8%	\$124.03	\$ 3,388.03
22	Stump Grinding/Removal 0" to 12" in diameter at breast height	3.8%	\$ 2.09	\$ 57.09

23	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	3.8%	\$ 3.12	\$ 85.12
24	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	3.8%	\$ 3.72	\$ 101.72
25	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	3.8%	\$ 6.23	\$ 170.23
26	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	3.8%	\$ 7.26	\$ 198.26
27	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	3.8%	\$ 8.28	\$ 226.28
28	Stump Grinding/Removal 70.1" or more in diameter at breast height	3.8%	\$ 10.34	\$ 282.34
29	Tree Root Grinding 0" to 12" in diameter at breast height	3.8%	\$ 1.56	\$ 42.56
30	Tree Root Grinding 12.1" to 24" in diameter at breast height	3.8%	\$ 2.36	\$ 64.36
31	Tree Root Grinding 24.1" to 36" in diameter at breast height	3.8%	\$ 4.67	\$ 127.67
32	Tree Root Grinding 36.1" to 48" in diameter at breast height	3.8%	\$ 5.43	\$ 148.43
33	Tree Root Grinding 48.1" to 60" in diameter at breast height	3.8%	\$ 6.23	\$ 170.23
34	Tree Root Grinding 60.1" to 70" in diameter at breast height	3.8%	\$ 8.28	\$ 226.28
35	Tree Root Grinding 70.1" or more in diameter at breast height	3.8%	\$ 12.43	\$ 339.43
36	Trimming of Palm Trees	3.8%	\$ 0.95	\$ 25.95
37	Arborist's Report	3.8%	\$ 3.12	\$ 85.12
38	Emergency Mobilization Response Fee	3.8%	\$ 13.30	\$ 363.30



ORANGE COUNTY, FLORIDA

Procurement Division

**CONTRACT NO. Y22-137B
TREE TRIMMING AND RELATED SERVICES FOR ROADS AND DRAINAGE**

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 Administrative Services
4200 S. John Young Pkwy
Orlando, Florida
Phone (407) 836-7850

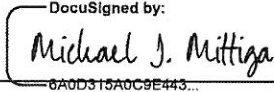
- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y22-137-MV, TREE TRIMMING AND RELATED SERVICES FOR ROADS AND DRAINAGE - 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.

Wolf Tree, Inc.

 (COMPANY NAME)

BY:  (Authorized Signatory)

Michael J. Mittiga (Name)
Vice President & General Manager (Title)

DATE: 2/17/2022

NOTICES: 3310 Greenway Dr. (Address)
 _____ (Address)
Knoxville, TN 37918 (City, State Zip)
865-687-3400 (Phone)
cbranch@wolftreeinc.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. Y22-137-MV, TREE TRIMMING AND RELATED SERVICES FOR ROADS AND DRAINAGE - Term Contract.**
 - B. This contract is effective **MAY 24, 2022** and shall remain in effect through **MAY 23, 2025.**
 - C. The estimated contract award for the initial term of the contract is **\$7,164,378.**
 - 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
~~XXXXXXXXXXXXXXX~~
Procurement Division

DATE: 6.7.2022

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

**BID RESPONSE FORM
IFB #Y22-137-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.

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID
TREE ELEVATIONS							
1.	Elevations 0" to 12" in diameter at breast height	Each	4,255	X	\$ <u>39.00</u>	=	\$ <u>165,945.00</u>
2.	Elevations 12.1" to 24" in diameter at breast height	Each	3,105	X	\$ <u>50.00</u>	=	\$ <u>155,250.00</u>
3.	Elevations 24.1" to 36" in diameter at breast height	Each	2,530	X	\$ <u>78.00</u>	=	\$ <u>197,340.00</u>
4.	Elevations 36.1" to 48" in diameter at breast height	Each	1,380	X	\$ <u>89.00</u>	=	\$ <u>122,820.00</u>
5.	Elevations 48.1" to 60" in diameter at breast height	Each	805	X	\$ <u>109.00</u>	=	\$ <u>87,745.00</u>
6.	Elevations 60.1" to 70" in diameter at breast height	Each	460	X	\$ <u>229.00</u>	=	\$ <u>105,340.00</u>
7.	Elevations 70.1" or more in diameter at breast height	Each	345	X	\$ <u>272.00</u>	=	\$ <u>93,840.00</u>
TREE PRUNING							
8.	Pruning 0" to 12" in diameter at breast height	Each	3,105	X	\$ <u>39.00</u>	=	\$ <u>121,095.00</u>

Wolf Tree, Inc.

Company Name

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID
9.	Pruning 12.1" to 24" in diameter at breast height	Each	1,093	X	\$ <u>50.00</u>	=	\$ <u>54,650.00</u>
10.	Pruning 24.1" to 36" in diameter at breast height	Each	1,093	X	\$ <u>78.00</u>	=	\$ <u>85,254.00</u>
11.	Pruning 36.1" to 48" in diameter at breast height	Each	805	X	\$ <u>88.00</u>	=	\$ <u>70,840.00</u>
12.	Pruning 48.1" to 60" in diameter at breast height	Each	518	X	\$ <u>109.00</u>	=	\$ <u>56,462.00</u>
13.	Pruning 60.1" to 70" in diameter at breast height	Each	23	X	\$ <u>229.00</u>	=	\$ <u>5,267.00</u>
14.	Pruning 70.1" or more in diameter at breast height	Each	23	X	\$ <u>272.00</u>	=	\$ <u>6,256.00</u>
TREE REMOVAL							
15.	Tree Removal 0" to 12" in diameter at breast height	Each	460	X	\$ <u>100.00</u>	=	\$ <u>46,000.00</u>
16.	Tree Removal 12.1" to 24" in diameter at breast height	Each	345	X	\$ <u>470.00</u>	=	\$ <u>162,150.00</u>
17.	Tree Removal 24.1" to 36" in diameter at breast height	Each	115	X	\$ <u>829.00</u>	=	\$ <u>95,335.00</u>
18.	Tree Removal 36.1" to 48" in diameter at breast height	Each	46	X	\$ <u>1,632.00</u>	=	\$ <u>75,072.00</u>
19.	Tree Removal 48.1" to 60" in diameter at breast height	Each	46	X	\$ <u>2,502.00</u>	=	\$ <u>115,092.00</u>
20.	Tree Removal 60.1" to 70" in diameter at breast height	Each	12	X	\$ <u>3,046.00</u>	=	\$ <u>36,552.00</u>

Wolf Tree, Inc.

Company Name

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID
STUMP GRINDING/REMOVAL							
21.	Tree Removal 70.1" or more in diameter at breast height	Each	12	X	\$ <u>3,264.00</u>	=	\$ <u>39,168.00</u>
22.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	230	X	\$ <u>55.00</u>	=	\$ <u>12,650.00</u>
23.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	230	X	\$ <u>82.00</u>	=	\$ <u>18,860.00</u>
24.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	58	X	\$ <u>98.00</u>	=	\$ <u>5,684.00</u>
25.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	29	X	\$ <u>164.00</u>	=	\$ <u>4,756.00</u>
26.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	23	X	\$ <u>191.00</u>	=	\$ <u>4,393.00</u>
27.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	5	X	\$ <u>218.00</u>	=	\$ <u>1,090.00</u>
28.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	5	X	\$ <u>272.00</u>	=	\$ <u>1,360.00</u>
TREE ROOT GRINDING							
29.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	58	X	\$ <u>41.00</u>	=	\$ <u>2,378.00</u>
30.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	58	X	\$ <u>62.00</u>	=	\$ <u>3,596.00</u>

Wolf Tree, Inc.

Company Name

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID	
31.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	23	X	\$ <u>123.00</u>	=	\$ <u>2,829.00</u>	
32.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	23	X	\$ <u>143.00</u>	=	\$ <u>3,289.00</u>	
33.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	12	X	\$ <u>164.00</u>	=	\$ <u>1,968.00</u>	
34.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	5	X	\$ <u>218.00</u>	=	\$ <u>1,090.00</u>	
35.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	5	X	\$ <u>327.00</u>	=	\$ <u>1,635.00</u>	
36.	Trimming of Palm Trees	Each	575	X	\$ <u>25.00</u>	=	\$ <u>14,375.00</u>	
37.	Arborist's Report	Each	100	X	\$ <u>82.00</u>	=	\$ <u>8,200.00</u>	
38.	Emergency Mobilization Response Fee	Each	1,150	X	\$ <u>350.00</u>	=	\$ <u>402,500.00</u>	
TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 38)							=	\$ <u>1,985,626.00</u>
								X 3 years
TOTAL ESTIMATED THREE YEAR BID							=	\$ <u>5,956,878.00</u>

Minimum Quantity/Dollars – During the initial performance period of this contract (the first 12 month period) the COUNTY guarantees that the CONTRACTOR shall receive orders for a minimum of \$10,000.

Wolf Tree, Inc.
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: Wolf Tree, Inc.

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

TIN#: 26-2019553 D-U-N-S® # 003388394

3310 Greenway Dr. Knoxville
(Street No. or P.O. Box Number) (Street Name) (City)

Knox TN 37918
(County) (State) (Zip Code)

Contact Person: Chris Branch

Phone Number: 850-528-2092 Fax Number: 865-689-4914

Email Address: cbranch@wolftreeinc.com

EMERGENCY CONTACT

Emergency Contact Person: Chris Branch

Telephone Number: 865-687-3400 Cell Phone Number: 850-528-2092

Residence Telephone Number: 850-528-2092 Email: cbranch@wolftreeinc.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. _____, 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
Brent R. Repenning	Executive Vice President	800-445-8733
Michael J. Mittiga	Vice President	800-445-8733

DocuSigned by:

6A9B315A009E443...
 (Signature) Michael J. Mittiga 2/17/2022
 Vice President & General Mgr. (Date)
 (Title) Wolf Tree, Inc.
 (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: TN

Principal Place of Business (Florida Statute Chapter 607): Knoxville/Knox/Tennessee
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: 26-2019553

** 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*



**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 #Y22-137-MV, TREE TRIMMING AND RELATED
SERVICES – ROADS AND DRAINAGE
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://secure.procurenow.com/portal/orangecountyfl>

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 OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, February 22, 2022**, 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, February 4, 2022** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and 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://secure.procurenw.com/portal/orangecountyfl>, 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://secure.procurenw.com/portal/orangecountyfl>, 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. CERTIFICATION/LICENSE

Bidder shall hold Certificate of Competency and show proof by submission of a copy of the certificate and license with the bid submission as a State of Florida or Orange county Certified Contractor. The Certificate of Competency shall be in the name of the Contractor shown on the Bid Response Page.

3. LICENSES AND PERMITS

- A. Bidders to be considered for contract award under this Invitation for Bids shall be either “registered” or “certified” by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Required licenses shall be in the Bidder’s name as it appears on the Bid Response Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to maintain and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, the Bidder shall provide copies of all applicable licenses.

4. BID ACCEPTANCE PERIOD

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

5. 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.

6. MULTIPLE AWARD

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

7. **POST AWARD MEETING**

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

8. **COMMENCEMENT/COMPLETION OF WORK**

Commencement and completion of work is of the essence in the award of this Invitation for Bids. For non-emergency projects, the County Representative will contact the contractor requesting a written work order for proposed projects. The work order shall include mutually agreed upon start date and a completion date. The projects shall be projected out two weeks to include required neighborhood notification of pending work. For emergency projects, the contractor shall coordinate and work closely with the County Representative, maintaining open communication until the project is complete. The project shall be listed on the daily report on the next regular working day daily report and identified as an emergency project. A work order will be utilized at the site during the time of the emergency and signed by the contractor and the County representative.

Necessary personnel and equipment shall be made available twenty-four (24) hours per day, seven (7) days per week in case of emergency. It is hereby understood and mutually agreed to by and between parties hereto that the commencement and completion of work is an essential condition of this contract.

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

9. **FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty-four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

10. 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 \$200.00 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.

11. 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.**

12. 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.

13. 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.

14. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

15. CODES AND REGULATIONS

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

16. 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 Administrative Services
4200 S. John Young Pkwy
Orlando, Florida
Phone (407) 836-7850

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
5. Remit Payment To:
6. Job Location
7. Invoice Date

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.

17. 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.
- 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

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>

18. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

19. PRICING

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

20. PRICE ESCALATION/DE-ESCALATION (CPI)

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

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

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

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

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

CPI-U Calculation Example:

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

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

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

21. 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.

22. ATTACHMENT

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

A. Attachment A – Work Order

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

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a “first priority” basis for 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.

24. INDEFINITE QUANTITY CONTRACT

A. This is an indefinite quantity contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this contract.

B. Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and services up to and including the quantity designated in the schedule as the “Total Estimated Quantity.” The County shall order at least the dollar amount designated in the schedule as the “Minimum Quantity” during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

25. 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.

26. 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.

27. 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

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

staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.

The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the County representative.

The use of sub-Contractors does not relieve the Contractor from any other contract requirements. Any incompliance to contract requirements by sub-contractors will be considered incompliance by prime contractors.

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

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

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

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

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

Contractor will be required to make themselves available for field meetings with County's Representative and HOA Representatives as needed to discuss and agree on how tree elevations will be performed as it relates to aesthetic and symmetrical appearance of the trees. Contractor is required to submit all Maintenance of Traffic (M.O.T.) plans to County Representative for approval prior to commencement of work.

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

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

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

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

10. **Emergency Work:** Emergency work, as determined by the County's Representative and shall take place at any time Sunday through Saturday (seven (7) days a week), twenty four (24) hours a day to include County holidays. The County's Representative shall identify and authorize an emergency. In the event of an emergency, as declared by the County's Representative, the Contractor representative when requested shall be working on site within one (1) hour of notification, prepared upon arrival to perform work (such as removal of tree from an active roadway among others) and have all required equipment and personnel on site within two (2) hours after receiving the initial notification from the County for an emergency call out. The Contractor shall coordinate and work closely with the County's Representative, maintaining open communication until the project is complete. Upon agreement of the scope of services, a written estimate (Attachment A) shall be signed and dated by both parties on site. The Contractor's Representative/County Representative shall immediately forward the signed document to the appropriate Contract Administrator for the issuance of the delivery order. The project shall be listed on the daily report on the next regular working day daily report and identified as an emergency project.

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

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

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

A line item is included in the bid item schedule for an Emergency Mobilization Response Fee. This fee shall be applied one time to each emergency response as identified by the County representative and shall include labor, equipment, materials, manpower, mobilization, demobilization and all incidentals required to perform the emergency work. The Emergency Mobilization Response fee shall not be applied to any response for the purpose of an Arborist report.

11. The Contractor shall consult with the County's Representative prior to any work schedule or estimated cost variance. Notification of work schedule variance shall occur one (1) day prior to the day of the scheduled variance and must be agreed to by the County's Representative. Notification of estimated cost variance shall be immediately discussed with the County's Representative for resolution.
12. All verbal orders issued by the County's Representative shall be followed by a written delivery order within seven (7) days after notification. Change orders shall be processed accordingly if warranted.
13. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible to assure quality control and that the finished work complies accurately with the scope of services.

14. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the scope of services. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on County property in a professional and business-like manner and must wear uniforms identifying the company name.
15. The Contractor shall designate a competent representative who shall not be replaced without written notice to the County's Representative at least twenty- four (24) hours before the change. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English language. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor. All verbal communications will be followed up in writing no later than the next business day.
16. For routine work, the Contractor shall notify all residents within the work area of when the work will take place and explain the level of inconvenience involved. This notification shall be by message boards on all subdivision entrances and roadways and approved door hangers to be placed on each house and any vehicles parked on the roadways. The installation of message boards (and associated labor, maintenance, etc.) shall be the responsibility of the Contractor and shall be utilized on all subdivision entrances and roadways as determined by the County's Representative.

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

The contractor will be required to notify County's Representative in writing of placement of Message Boards (Specified Locations) and door hanger notifications.

17. Due to congested traffic or unusual conditions, the Contractor may be required to remove operations from the right-of-way and County property at the discretion of the County's Representative. If the Contractor is required to cease operations due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 PM (noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment shall be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the County's Representative will determine and authorize the extension. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the project and will notify the Contractor.

18. The County will not provide staging or storage areas for the Contractor. On a case by case basis, in an area where County surplus property is available, the Contractor may, after obtaining written permission from the person or persons responsible for the property, use said property for staging with the understanding that the Contractor shall restore the property to its original or better than condition within the time period specified on the delivery order. Agreements for utilizing areas for staging shall be in writing and submitted to the County prior to starting operations.

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

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

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

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

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

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

20. The Contractor shall dispose of debris in accordance with all Federal, State and Local laws and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
21. The Contractor shall be responsible for locates of utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify the residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately.

The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.

22. The Contractor shall be responsible for and make good of all damage resulting from their activities, both within and beyond the limits of this contract, including, but not limited to, buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. It shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of damage to utilities resulting from Contractor's activities.

When tree services require working within 10' of an energized power line, the Contractor must coordinate activities with the local utility company providing the electric service.

23. The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

24. **MANAGEMENT PLAN**

Management Plan Layout

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

Routine Work:

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

Emergency Work:

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

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

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

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

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

Minimum Requirements for Equipment:

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

All bidders must provide a list of their equipment with VIN numbers dedicated for this contract within two days of contract award or within twenty-four (24) hours of request, or show proof of financial ability to acquire the equipment, if the equipment is to be purchased

or leased, an agreement with a dealer or a lease company stating the availability of this equipment shall be included with the bid response. The equipment must be available for inspection at the request of the Roads & Drainage Division.

Minimum Requirements for Personnel:

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

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

TECHNICAL PROVISIONS

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

1. The tree trimming height over sidewalks shall be a minimum of ten (10) feet and over the roadways a minimum of fourteen (14) feet. The Contractor shall specify the height on the written estimate to be approved by the County's Representative. Symmetry of trees in the right-of-way shall be maintained at all times, unless otherwise authorized by the County's Representative.
2. The Contractor shall perform all work in such a manner as to provide a minimum of inconvenience to the residents of the area.
3. For any tree coming from private property with limbs encroaching over the right-of way, the County's Representative will provide specific instructions as to how to handle the trimming. However, all work must be performed within the limits of the right-of-way, not inside private property. If any service is anticipated to take place on adjoining private property, the vendor is required to have prior authorization from the County's Representative through a "Right of Entry" form, and contact the property owner prior to enter the property. The County's Representative will complete, sign, and obtain the signature of the property owner on the "Right of Entry" form. This completed form must also be submitted with Invoice and other pertinent backup. If, when preparing to cut or trim trees in the right-of-way, a citizen protests, objects or attempts to halt the work, the Contractor shall immediately stop work and notify the County's Representative.
4. The Contractor shall make every effort to contact, in a timely manner, the County's Representative should they receive a citizen complaint of a potentially unsafe situation as it pertains to trees in the right-of-way, (i.e. rotted tree, fallen tree, etc.). The Contractor shall document the time and place of the complaint and the time the County's Representative was contacted with the information and document the phone call on the daily report to be submitted the following day.

The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the County representative.

5. The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and/or on private property adjacent to the work area. If there is possibility of damages to turf due to site conditions or constraints it shall be the Contractor's responsibility to advise the County's Representative in writing prior to starting operations on any given project.

6. The Contractor shall leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis unless otherwise directed by the County's Representative.
7. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. This requirement includes the work-site clean-up which shall be left equal to or cleaner than pre-work conditions.
8. All wood, chips, and other debris shall become the property of the Contractor and be disposed of at no expense to the County and in accordance with all local laws and ordinances.
9. The Contractor shall guard against tree damage. Climbing irons, spurs and spikes are permitted only during removal of a tree. Any tree damage caused by the Contractor shall be repaired to the satisfaction of the County's Representative, at no cost to the County.
10. The Contractor shall comply with the most current revision of the American National Standards Institute (ANSI) Z133.1 - 2006 Safety Requirements for Arboricultural Operations.
11. The Contractor shall conform to the latest version of the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management - Standard Practices, Part 1 - Pruning. Pruning procedure or type shall be specified, along with objectives of pruning to be performed.
12. Hazardous Trees
 - a) **Reporting:** Any person engaged in trimming or pruning that becomes aware of a tree of doubtful strength, which could be dangerous to persons and property, shall report such tree(s) to the County's Representative. Such trees shall include those that are over mature, diseased, or showing signs of decay. This reporting is considered part of the scope of services for this contract. Additional compensation will not be provided to the Contractor.
 - b) **Diagnosis:** Any hazardous trees reported to the County as such shall be inspected by the County's Representative. At the time, a decision shall be made whether to remove the trees or to request an Arborist Report for further evaluation.
13. The County will request detailed Arborist's reports as needed. The Contractor shall provide details on condition, findings, recommendations, etc. for specified trees as requested by the County's Representative. The Arborist Report shall be submitted within two (2) business days after a request has been made. The cost for this report shall be inclusive of all labor, materials and incidentals needed for field evaluation of trees.
14. **Tree Trimming:** The Contractor shall only trim or remove trees within the County right-of-way unless otherwise directed by the County's Representative. The right-of-way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the Contractor shall request instruction from the County as to the right-of-way limits.

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

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

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

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

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

The following standards shall be applied to all tree trimming:

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

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

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

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

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

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

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

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

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

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

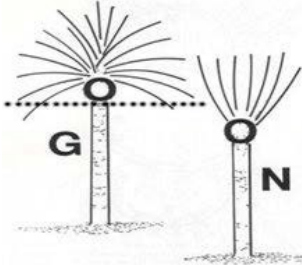
The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the County's Representative. All costs associated with root grinding operations including clean up and disposal shall be included in the unit cost for the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

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

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

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

Palm Pruning Diagram



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

***An emergency mobilization response fee pay item is included in the bid item schedule. This line item shall be a one-time fee per response for emergency responses, this line item is not to include emergency responses for the purpose of providing an Arborist report.**

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

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: **Y22-137-MV**
TITLE: **TREE TRIMMING AND RELATED
SERVICES – ROADS AND DRAINAGE**

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 OpenGov Procurement portal only at: <https://secure.procurenw.com/portal/orangecountyfl>
- 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:

- a. Satisfactory performance in providing tree trimming and related services for multi-site governmental clients concurrently or multi-site commercial clients completed for a minimum of \$100,000 for a twelve-month period.

- b. 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 in the form provided below Reference Documentation Form.
- c. References must show work providing both routine and emergency work with concurrent crews.

- [] 2. 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. The county reserves the right to inspect the bidder's facilities and equipment prior to recommending a contract award.
(Required)
- [] 3. Submit proof in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business providing tree trimming and related services for at least three (3) years.
(Required)
- [] 4. Submit copies of an ISA Certified Arborist on staff who will supervise all work performed under this contract.
(Required)
- [] 5. Acknowledgement of Addenda
(Required if Applicable)
- [] 6. Authorized Signatories/Negotiators
(Required)
- [] 7. Drug-Free Workplace
(Required)
- [] 8. Schedule of Sub-contracting
(Required if Applicable)
- [] 9. Conflict/Non-Conflict of Interest Form
(Required)
- [] 10. E-Verification Certification
(Required)
- [] 11. Current W9
(Required)
- [] 12. Relationship Disclosure Form
(Required to be Submitted and Notarized)

- [] 13. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

- [] 14. Agent Authorization Form
(Submit if Applicable)

- [] 15. Leased Employee Affidavit
(Submit if Applicable)

- [] 16. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

- [] 17. Contract Y22-137-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 #Y22-137-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.

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID
TREE ELEVATIONS							
1.	Elevations 0" to 12" in diameter at breast height	Each	4,255	X	\$ _____	=	\$ _____
2.	Elevations 12.1" to 24" in diameter at breast height	Each	3,105	X	\$ _____	=	\$ _____
3.	Elevations 24.1" to 36" in diameter at breast height	Each	2,530	X	\$ _____	=	\$ _____
4.	Elevations 36.1" to 48" in diameter at breast height	Each	1,380	X	\$ _____	=	\$ _____
5.	Elevations 48.1" to 60" in diameter at breast height	Each	805	X	\$ _____	=	\$ _____
6.	Elevations 60.1" to 70" in diameter at breast height	Each	460	X	\$ _____	=	\$ _____
7.	Elevations 70.1" or more in diameter at breast height	Each	345	X	\$ _____	=	\$ _____
TREE PRUNING							
8.	Pruning 0" to 12" in diameter at breast height	Each	3,105	X	\$ _____	=	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID
9.	Pruning 12.1" to 24" in diameter at breast height	Each	1,093	X	\$ _____	=	\$ _____
10.	Pruning 24.1" to 36" in diameter at breast height	Each	1,093	X	\$ _____	=	\$ _____
11.	Pruning 36.1" to 48" in diameter at breast height	Each	805	X	\$ _____	=	\$ _____
12.	Pruning 48.1" to 60" in diameter at breast height	Each	518	X	\$ _____	=	\$ _____
13.	Pruning 60.1" to 70" in diameter at breast height	Each	23	X	\$ _____	=	\$ _____
14.	Pruning 70.1" or more in diameter at breast height	Each	23	X	\$ _____	=	\$ _____
TREE REMOVAL							
15.	Tree Removal 0" to 12" in diameter at breast height	Each	460	X	\$ _____	=	\$ _____
16.	Tree Removal 12.1" to 24" in diameter at breast height	Each	345	X	\$ _____	=	\$ _____
17.	Tree Removal 24.1" to 36" in diameter at breast height	Each	115	X	\$ _____	=	\$ _____
18.	Tree Removal 36.1" to 48" in diameter at breast height	Each	46	X	\$ _____	=	\$ _____
19.	Tree Removal 48.1" to 60" in diameter at breast height	Each	46	X	\$ _____	=	\$ _____
20.	Tree Removal 60.1" to 70" in diameter at breast height	Each	12	X	\$ _____	=	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID
STUMP GRINDING/REMOVAL							
21.	Tree Removal 70.1" or more in diameter at breast height	Each	12	X	\$ _____	=	\$ _____
22.	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	230	X	\$ _____	=	\$ _____
23.	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	230	X	\$ _____	=	\$ _____
24.	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	58	X	\$ _____	=	\$ _____
25.	Stump Grinding/Removal 36.1" to 48" in diameter at breast height	Each	29	X	\$ _____	=	\$ _____
26.	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	23	X	\$ _____	=	\$ _____
27.	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	5	X	\$ _____	=	\$ _____
28.	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	5	X	\$ _____	=	\$ _____
TREE ROOT GRINDING							
29.	Tree Root Grinding 0" to 12" in diameter at breast height	Each	58	X	\$ _____	=	\$ _____
30.	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	58	X	\$ _____	=	\$ _____

Company Name

ITEM NO.	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	X	UNIT PRICE	=	TOTAL ESTIMATED BID	
31.	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	23	X	\$ _____	=	\$ _____	
32.	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	23	X	\$ _____	=	\$ _____	
33.	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	12	X	\$ _____	=	\$ _____	
34.	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	5	X	\$ _____	=	\$ _____	
35.	Tree Root Grinding 70.1" or more in diameter at breast height	Each	5	X	\$ _____	=	\$ _____	
36.	Trimming of Palm Trees	Each	575	X	\$ _____	=	\$ _____	
37.	Arborist's Report	Each	100	X	\$ _____	=	\$ _____	
38.	Emergency Mobilization Response Fee	Each	1,150	X	\$ _____	=	\$ _____	
TOTAL ESTIMATED ANNUAL BID (LINES 1 THROUGH 38)							=	\$ _____
TOTAL ESTIMATED THREE YEAR BID							=	\$ _____

X 3 years

Minimum Quantity/Dollars – During the initial performance period of this contract (the first 12 month period) the COUNTY guarantees that the CONTRACTOR shall receive orders for a minimum of \$10,000.

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. Y22-137-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.Y22-137-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. Y22-137-MV
TREE TRIMMING AND RELATED SERVICES FOR ROADS AND DRAINAGE**

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 Administrative Services
4200 S. John Young Pkwy
Orlando, Florida
Phone (407) 836-7850

- 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. Y22-137-MV, TREE TRIMMING AND RELATED SERVICES FOR ROADS AND DRAINAGE - 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. Y22-137-MV, TREE TRIMMING AND RELATED SERVICES FOR ROADS AND DRAINAGE - 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**