



NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y19-1131-AV, LANDSCAPE MANAGEMENT AND
IRRIGATION AT THE ORANGE COUNTY CONVENTION CENTER
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Procurement Division at the below address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp>

PROPOSAL SUBMISSION DUE DATE:

Sealed proposals in an **original** and **eight (8) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, September 10, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-PROPOSALS CONFERENCE:

A **Non-Mandatory Pre-proposal Conference** will be held on **Tuesday, August 20, 2019, 2:30PM**, located at **Orange County Convention Center, 9899 International Drive, Orlando, Florida 32819, South Building, Meeting Room # S230H**. A map and parking pass is included as Attachment 4. Attendance is not mandatory but is encouraged.

A **Non- mandatory walk-through** of specific areas of the Convention Center will be conducted immediately after the Non-Mandatory Pre-proposal Conference on **Tuesday, August 20, 2019** .

NOTICE TO PROPOSERS:

To ensure that your proposal 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 Ana Villalona, Purchasing Agent at Ana.Villalona@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Ana.Villalona@ocfl.net, no later than 5:00 PM **Friday, August 23, 2019** to the attention of Ana Villalona, Procurement Division, referencing the RFP number.

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- ATTACHMENT 4- PARKING PASS AND MAP

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

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

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal 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).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal 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 shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage page of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Purchasing Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals 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 Procurement Division Manager.

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

3. CONTRACT TERM

It is the intent of the County to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

4. **DRAFT CONTRACT**

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

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

5. **INSURANCE**

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.flair.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** (one million dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than **\$1,000,000** (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

Pesticide Herbicide Application Liability- with a limit of not less than \$1, 000,000 per occurrence/claim

OR

Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

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

6. POST AWARD MEETING

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

7. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer 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 proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of 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.

8. 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.

9. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

10. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

11. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

Proposers are encouraged to utilize the label provided herein.

12. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

13. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The 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 designee shall have access to 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 or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

14. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

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

Orange County Protest Procedures

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

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

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

15. 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 Contractor 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.

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 the Orange County Board of County Commissioners, or other specified funding source for this procurement.

17. 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.

18. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will 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.

19. 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. 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. Contractor agrees that, on written request, the Contractor 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. 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.

20. CONFLICT OF INTEREST

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

21. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

22. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons 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. DO NOT list principals or officers who will 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 evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

23. 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 proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.** If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

**24. PUBLIC RECORDS COMPLIANCE
(APPLICABLE FOR SERVICE CONTRACTS)**

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5897**

25. 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.

26. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer 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 Request for Proposals.

27. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

28. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals 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.

29. PAYMENT TERMS/DISCOUNTS

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

30. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The prices in this offer 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 proposer or with any competitor.

- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

31. 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 Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. 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.

This contract is subject to change based on guidance from the Federal funding source.

32. SUBCONTRACTING AND REQUIRED OUTREACH TO SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS

Proposers 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 Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements*”.

CAUTION

If subcontracting any portion of the work, a Proposers failure to submit an executed and notarized “Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” may result in the proposal being rejected as nonresponsive.

Proposers who are small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the affirmative steps outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when subcontracting.

- A. Orange County may be receiving federal funding through Department of Homeland Security for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor/Sub-recipient partakes in five "affirmative steps" designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- C. In order to adequately document that the proposer has fulfilled this requirement, if Sub-contracting, the proposer shall complete the provided "Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements". The affidavit shall be notarized for this proposal to be responsive.
- D. The County reserves the right to request the following validation documentation throughout the performance period of the contract:
 - 1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
 - 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
 - 3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.

- E. The County reserves the right to monitor the contractor/sub-recipient for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor/sub-recipient to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor/sub-recipient fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- F. **Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.**

33. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By submission of a proposal, Respondent 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. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

34. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

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

SECTION 2
SCOPE OF SERVICES

SCOPE OF SERVICES

1. BACKGROUND

- A. The Orange County Convention Center (OCCC) is a high profile Convention Center which encompasses approximately 94 acres of exterior landscape areas requiring Four Diamond exterior landscape management services. Four Diamond facilities as defined by AAA are establishments that are upscale in all areas. Accommodations are progressively more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service and attention to detail. As it pertains to Exterior Landscaping, this requires an excellent variety of mature plants in vast quantities throughout the site which are obviously professionally planned, manicured and maintained.
- B. The Contractor shall accept the exterior landscaping, including turf, planting beds, shrubs, and trees in an “as is condition”. NOTE: The OCCC reserves the right to select which area(s) are to be serviced as listed in the Scope of Services by providing a minimum of a seven (7) calendar days prior written notice before exterior landscape services are performed excluding irrigation.
- C. Due to the nature of the OCCC business, it is essential that all exterior landscape management services be performed so as to not interfere with any OCCC event. Exterior landscape management services shall not conflict with event activity in the OCCC. The Contractor shall be responsible for all expenses incurred by the OCCC if exterior landscape maintenance interferes with any of the OCCC’s events.
- D. Contractor shall work with the OCCC with regard to LEED EB+OM Certification requirements and Exterior Landscape best practices for the OCCC. The exterior landscape best practices are contained in Sections 8 and 10 of Attachment #1 of this Scope of Services.

2. LOCATIONS

- A. The Contractor shall provide comprehensive exterior landscape services for the entire OCCC campus, which includes the following areas listed below. The Contractor shall be responsible for the mowing, trimming and care of all turf areas contained within the OCCC campus. In addition to the turf areas, the Contractor shall perform the following additional services at these designated locations:
 1. **OCCC West Building (approximately 25 acres of landscape area)** shall include but not limited to trimming of all vegetation along the I-4 and 528 fence lines and adjacent to the Rosen Plaza Hotel hedge line.

OCCC North/South Building (approximately 25 acres of landscape area) shall include all areas beginning at the Convention Way fence line and extending to the end of the paved parking area per attached North/South property layout in Attachment 3.
 3. **Remote Area (approximately 30 acres of landscape area)** shall include turf adjacent to the North Concourse, Universal Blvd. and the North/South parking lots. All vegetation shall be trimmed along fence line, ditches, culverts, guard rails or other obstructions during each mowing cycle.

4. **Orangewood Lot (approximately 1/2 acre of landscape area)** shall include the turf area from the fence line to International Drive. Maintenance shall include trimming at the appropriate time of year of all the wax myrtles that protrude through the fence and the oleanders that are located outside the fence.
5. **Freightway Boulevard (approximately 3/4 acre of landscape area)** - all vegetation shall be trimmed along fence line, culverts, ditches, guard rails or other obstructions during each mowing cycle.
6. **Tradeshow Boulevard (approximately 2-1/2 acres of landscape area)**. Turf shall be mowed to the fence line where applicable or no less than fifteen (15) feet on either side of roadway. Turf shall be mowed to edge of pond and property line curb at the South Parking Entrance Road. All vegetation shall be trimmed along fence line, culverts, ditches, guard rails or other obstructions during each mowing cycle.
7. **Convention Way** shall be mowed up to the chain link fence from Universal Blvd. to International Drive to include the area under the oversight bridge. All vegetation shall be trimmed along fence line, culverts, ditches, guard rails or other obstructions during each mowing cycle.
8. **Westwood Connector (approximately 2500 square feet)** bridge shall be cleared of overgrowth utilizing a Bush-hog or similar equipment. Area to be cleared shall extend ten (10) feet north of the bridge and begin at Westwood Blvd. continuing east approximately two hundred-forty (240) feet to the fence line. The vehicle and pedestrian walkway on the bridge shall remain free of all weeds and other debris.
9. **Remote Area (Taxi Cab Staging Area) Fence Line (approximately 1/2 acres of landscape area)** Off Universal Boulevard from Tradeshow Boulevard. to the first OCCC entrance, shall be cleared of weeds and other debris. Mow the exterior from the fence line to the sidewalk. The fence line itself shall remain free of weeds.
10. **Power Line (approximately 8 acres of landscape area)** right of way adjacent to the Remote Area (Taxi Cab Staging Area) shall be cleared utilizing a Bush-hog or similar equipment. The area begins at the Universal Blvd. fence line and continues to the Remote building entrance.
11. **Convention Center District Offices/Destination Parkway Parking area (approximately 1.5 acres of landscape area)** shall include but not be limited to trimming of all vegetation along the 528 fence line.
12. The South and West wall and fence line adjacent to the retention pond across from the Hall A Parking Garage-West Building shall be trimmed of weeds and other undesirable growth.
13. The rolling gate located at the North Perimeter Road at the West Building shall remain free of weeds, vines and other undesirable growth.
14. The Westwood Connector Bridge and Pedestrian Walkway shall remain free of weeds and debris.

3. TURF AREAS

Mowing height for St. Augustine or Bahia turf shall be a minimum of three (3) inches at the **North/South Building, West Building and Convention Center District Office/Destination Parkway Parking Area**. Mower blades shall be mulching style blades, and sharpened as needed to provide a quality cut. Mowers shall be disinfected/sanitized prior to each use at the OCCC to ensure diseases/fungi are not transferred to OCCC areas. The Contractor shall leave clippings on the lawn as long as no readily visible clumps remain on the grass surface. Otherwise, the Contractor shall distribute large clumps of clippings by mechanical blowing or by collecting and removing them. The Contractor shall not blow clippings into parking lots or other built up areas. In the case of fungal disease outbreaks, the Contractor shall collect clippings until the disease is undetectable.

4. SHRUBS AND GROUND COVER (TO INCLUDE, BUT NOT LIMITED TO TREES, PLANT BEDS AND SHRUBS)

- A. All plants on the OCCC campus/property shall be maintained to a well-shaped appearance, according to each species' natural growth habit (including palms). Flowering shrubs shall be pruned in season, to allow full flowering potential for the season. Grouped plantings shall be allowed to form masses appropriate to the species.
- B. All plant beds shall be rounded and beveled so that irrigation pop ups and risers can distribute water over the entire bed.
- C. Weeding of shrubs, ground cover and all fence lines encompasses the removal of all weeds and growth by the Contractor. Weeding may be accomplished using pre-emergent herbicide, Roundup or equivalent and/or mechanical methods.
- D. The Contractor shall present pictures/drawings showing how it proposes to trim the various plants for OCCC approval. The OCCC reserves the right to change the shapes of any plants up to two times per contract year after initial approval at no additional cost.
- E. Edging shall be accomplished along with scheduled mowing to maintain clean edges around plant, beds, curbs, sidewalks, streets, trees, irrigation boxes, plants and buildings.
- F. The Contractor shall replace, at their expense, any plant or lawn area that dies or becomes weak/unsightly due to improper maintenance as determined by the OCCC Representative.
- G. String trimmers (weed eaters) shall not be used to trim around trees or plants.
- H. The Contractor shall maintain the canopy of all plant, shrub, and tree material to a minimum of eight (8') feet over turf and sidewalk areas and a minimum of twelve (12') feet over roadways or driveways.

5. ANNUAL TRIMMING AND PRUNING OF CREPE MYRTLE TREES

- A. The Contractor shall trim and prun all crepe myrtle trees annually by using proper horticulture practices such as tipping and pollarding.
- B. Tipping are cuts that are made through smaller-diameter branches on the outer edge of the plant canopy and is sometimes called rounding over or pencil pruning because cuts are made through stems about the diameter of a pencil.

- C. Pollarding involves making cuts through branches up to about three years old, and then annually removing all or most sprouts back to the original cut. The Contractor shall cut back pollard trees to exactly the same size year to year to ensure cuts are made back to the pollard heads. The pollard head contains abundant stored energy with little decay and should be removed. Clean-up and disposal of the clipping are to be removed.

6. MULCH

- A. Mulch shall be maintained to a depth of three (3) inch thickness.
- B. Mulch may be blown in as approved by the OCCC Representative. The Contractor shall be responsible for any damage caused by equipment or personnel during installation.
- C. The Contractor shall purchase mini-pine bark mulch, or approved alternative, as determined by the OCCC Representative.
- D. Mulch shall not be applied within two (2) inches of plants, trunks or stems, nor shall mulch be placed on top of any part of any plant.
- E. All trees planted in a turf area shall have mulch applied at a minimum radius of twelve (12) inches surrounding the base of the tree.

7. MAINTENANCE OF PLANTING BEDS

- A. Maintenance of planting beds encompasses maintaining newly planted landscape planting beds as well as established older planting beds. Additionally, it incorporates planting, care and maintenance of plant material in urns located at the OCCC. It includes removal of litter, tilling of soil, soil drench, topping, trimming and weeding.
- B. Weeding of plant beds and urns encompasses the removal of all weeds and growth by the Contractor. Weeding shall be accomplished utilizing hand methods, mechanical methods, pre-emergent herbicide, Roundup or equivalent.
- C. The Contractor shall adhere to the fee schedule for the provision, installation and maintenance of annual flowers in planting beds and urns. Products shall be commonly used flowering annual plants in full 4" (four inch) pots.
- D. The Contractor shall perform each replacement within a period of four (4) days. The Contractor shall submit a calendar quarterly planting schedule for approval by the OCCC Representative.
- E. Annual plant beds and urns shall be planted with a species appropriate to the season and location based on plant menu with the approval of the OCCC's Representative. Plants shall be changed out no fewer than four (4) times each year based on the following schedule: March, June, September, and December.
- F. Planting beds and urns shall be maintained to provide a neatly groomed and healthy appearance at all times. If at any time, the Contractor's work is deemed unsatisfactory or plants are not considered healthy by the OCCC Representative, the service shall be performed again at no additional cost to the OCCC.
- G. Urn plantings shall be in a circular configuration with twenty (20) plants per urn. Prior to each planting cycle, urns shall have the soil mix aerated by hand mixing and an application of fungicide (Subdue or equal) applied. Soil material shall be replaced by the contractor as necessary to keep soil level in each urn at 2" below rim height. Urns shall be watered three (3) times weekly, by spray.

H. PLANTING SELECTION SCHEDULE FOR ANNUALS:

All annual plant beds and urns shall be planted with a species appropriate to the season and location (sun or shaded areas), contingent upon approval by the OCCC Representative.

I. QUARTERLY REPLACEMENT OF ANNUALS:

1. The OCCC Representative shall request from the Contractor a quotation which shall include a detailed scope of work and a fixed price which shall be in accordance with the rates provided on the fee schedule for the quarterly replacement of annual plant beds and urns. Upon receipt of a separate Delivery Order, the Contractor shall promptly proceed with the replacement of plants.
2. The Contractor shall attach to the invoice a copy of the Contractor's supplies receipt for the plants used for the replacement.

8. IRRIGATION

A. The Contractor shall provide all labor, materials, equipment and permits necessary for the monthly inspections, repair, renovation or replacement of irrigation systems to include but not limited to rotors, sprays, control wiring, piping and valves on the premises of the OCCC. The Contractor shall accept the irrigation systems on an "as is basis". The Contractor shall have a qualified, licensed irrigation technician capable of adjusting the timers, manually running the system and performing all necessary repairs or upgrades.

1. Emergency call-in: Service Technicians telephone response time shall be within sixty (60) minutes of notification. On site response time shall be within two (2) hours of notification for emergency repairs.
2. Technical Irrigation Specifications: The following represents the minimum standards to which the Contractor shall perform the work included in this contract. The Contractor shall provide all traffic control signage, flashing lights, string and ribbon barricades, or other barricades as required for the designated work areas, per DOT or Orange County requirements.
3. Irrigation system inspection: The Contractor shall perform inspections of irrigation systems weekly. The Contractor shall submit inspection schedule on the prior month for next month's service for approval by the OCCC Representative. Required adjustments and/or replacements discovered during weekly inspections shall be promptly accomplished. Inspections include the following:
 - a. Inspect each zone for proper operation of automatic control valves, coverage, and head performance. Ensure that spray nozzles are unclogged, gear driven or impact rotors rotate as designed, and all pop-ups function properly at full extension and completely retract when turned off.
 - b. Examine manual valve boxes for leaks and proper orientation; adjust, repair, or replace as needed.
 - c. Inspect valve boxes of automatic valves, gate valves, and wire splices to insure that contents are fully enclosed, protected, and free of mud slurry, litter, and that lids are secure.

- d. The Contractor shall also ensure the control clocks are programmed with the correct program days, station start times and run times. All clock settings shall be approved by the OCCC Representative.
- e. Irrigation application shall be accomplished so that plants are watered adequately. The Contractor shall assure proper irrigation coverage and proper water relationships during inspections to avoid prolonged dry/wet conditions.
- f. The Contractor shall submit a proposed inspection worksheet for the OCCC approval within seven (7) calendar days after contract award. The Contractor shall provide to the OCCC a comprehensive weekly inspection worksheet within two (2) calendar days after the inspection was scheduled to be accomplished, by either electronic or hard copy, detailing the problems and recommended actions identified by zone number and location. The report shall also include a not-to-exceed cost estimate for any recommended repairs or replacements.
- g. Upon review of the inspection report, the OCCC Representative shall approve or disapprove the recommended repairs. This corrective action shall be completed by the Contractor within two (2) calendar days after approval is granted by the OCCC Representative

4. Irrigation Head Replacement

- a. Defective/broken irrigation heads shall be removed and disposed of by industry approved methods.
- b. Replacement irrigation heads shall be of the same quality, type, nozzle size as existing, unless otherwise directed by the OCCC Representative.
- c. All replacement irrigation heads shall be properly adjusted and oriented for appropriate operation.

5. Irrigation Valve Replacement

- a. Defective irrigation valves shall be removed and disposed of by industry approved methods.
- b. Replacement irrigation valves shall be of the same quality, type, size as existing, unless otherwise directed by the OCCC Representative.
- c. Upon installation of a replacement irrigation valve or valve box, the box shall be filled to a point of ½ the depth of the valve body with #89 stone. (This is to provide for a clean area within the valve box for maintenance or repair of the irrigation valve).

6. Main/Lateral Line Replacement/Repair

In the event that an irrigation lateral line is deemed “damaged beyond repair”, it shall be brought to the immediate attention of the OCCC Representative for direction. Upon approval for repair, the defective section of lateral line shall be

removed/replaced with piping/conduit of the same size, material, quality unless otherwise directed by the OCCC Representative. All removed materials shall be disposed of by industry approved methods.

7. Irrigation Control Wiring

Defective irrigation control wiring shall be replaced or repaired. Replacement irrigation control wiring shall be of the same gauge, insulation and color as original. Repairs/splices to the irrigation control wiring shall be accomplished with fittings approved for the purpose and location.

8. Irrigation Systems Operation

It shall be the Contractor's responsibility to ensure all zones provide proper irrigation coverage for their respective landscape area. The Contractor shall be responsible for the scheduling of the irrigation system zones operating time. The system operating time shall be coordinated with the OCCC Representative for computer controlled systems. Settings shall observe all water restrictions invoked by any government agency. The Contractor shall notify the OCCC Representative via phone or E-mail of impending problems as they occur in the field.

9. Repairs

- a. The Contractor shall be responsible for the repair to or replacement required of all broken, damaged, or missing sprinkler heads, irrigation lines, timers, valves and controllers.
- b. The Contractor shall notify the OCCC Representative of any irrigation repairs that become necessary. The OCCC Representative shall request from the Contractor a quotation which shall include a detailed scope of work and a fixed price which shall be in accordance with the hourly rates provided on the fee schedule. Upon receipt of a separate Delivery Order, the Contractor shall promptly make any necessary repairs.
- c. Irrigation system repairs shall be made within twenty-four (24) hours upon receipt of Delivery Order.
- d. The Contractor shall attached to the invoice for said repairs, a copy of the Contractor's actual paid invoice for the purchase of parts, supplies and materials installed.

10. Sprinkler Head and Pop-Up Repairs Beyond the Flexible Supply Hose Connection

- a. The Contractor may bill OCCC for all repairs or replacement required of all broken, damaged, or missing sprinkler heads and pop-ups beyond the flexible supply hose connection to a maximum of \$5,000 per year regardless of who caused the damage
- b. Any such repairs or replacements required over and above the \$5,000 limit shall be the Contractor's responsibility. All repairs shall be completed within twenty-four (24) hours of discovery.

- c. Beginning at the contract start date, the Contractor shall submit a monthly financial report showing the amount spent for repairs beyond the flexible supply hose connections. The calculation shall include the total of materials expended plus mark up in accordance with the fee schedule.

11. Invoicing

- a. The Contractor shall submit, attached to the inspection invoice, a copy of the inspection report for site included on the invoice.
- b. The Contractor shall submit, attached to the repair or replacement invoice, a copy of the Contractor's actual paid invoice for the purchase of parts and materials installed.

12. Location of Irrigation Systems

- a. OCCC West Building
- b. OCCC North/South Building.
- c. Convention Center District Offices/Destination Parkway Parking Area.

9. GENERAL CHEMICAL APPLICATION

The Exterior Landscape-Irrigation Contractor shall coordinate with the Chemical Applicator Contractor and adjust the clocks per the Chemical Applicator's recommendation when chemicals are to be applied to the landscaped areas.

10. DESIGNATED REPRESENTATIVE

The OCCC Representative will be the Facilities Operations Manager or designee. Contract related questions shall be referred to the Administrative Supervisor or the Contract Management Administrator or designee.

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

11. GENERAL CONDITIONS

A. Hours of Performance

- 1. Standard Hours: Standard working hours are Monday through Friday, 7:00 AM to 5:00 PM.
- 2. Non-Standard Hours: Non-Standard working hours are 7:00 AM to 5:00 PM, Saturday and Sunday, after 5:00 PM Monday through Friday.

- B. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors. The OCCC Representative shall, in no instance, have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of their employees. Any advice provided to the Contractor by the OCCC Representative shall in no way be construed as binding upon the Contractor or release the Contractor from fulfilling the provisions of the contract.

- C. All personnel provided by the Contractor, whether employees of the Contractor or Sub-contractors, shall be competent, neat, experienced, courteous, well groomed and properly dressed with shirt displaying the company name/logo, photo ID badge and skilled in lawn, plant and grounds maintenance.
- D. The Contractor shall provide a full time Operations Manager and on-site Operations Supervisor for this contract. The Operations Manager assigned to the OCCC shall have a minimum of ten (10) years verifiable exterior landscape management experience. The on-site Operations Supervisor assigned to the OCCC shall have a minimum of eight (8) years verifiable exterior landscape experience. Both the Operations Manager and Operations Supervisor's minimum required experience shall include working on Four Diamond properties such as Convention Centers, Airports, Convention Hotels, Golf Courses and Upscale Developments. Both the Operations Manager and Operations Supervisor shall be capable of verbal and written communication in the English language to the satisfaction of the OCCC Representative. The OCCC will retain the right to approve/disapprove of any individual submitted by the Contractor for either the Operations Manager or Operations Supervisor position.
- E. The OCCC Representative may request the Contractor remove any Operations Manager or Operations Supervisor if it is determined that services are not being performed in accordance with the terms and conditions of this contract. Should an Operations Manager or Supervisor be assigned to another contract, terminated, or resign, the Contractor shall have seven (7) calendar days to replace the supervisor.

NOTE: OCCC Representative's request to remove any employee from this contract will, in no instance, be considered a request to terminate the affected individual. The sole intent is removal of said individual from this contract.

- F. Contractor shall schedule and have staff on OCCC Property five (5) days per week, (Monday-Friday) during standard hours of operation, per the Operational Plan submitted with the Contractor's RFP Document. The Operational Plan does not preclude or limit the Contractor's ability to have more employees on site, as determined by the work to be performed at any given time.

Minimum Requirement as follows:

- One (1) On-site Supervisor (Minimum Required)
- Four (4) Dedicated Detail staff
- Six (6) Dedicated mowing staff members
- Two (2) Irrigation Technicians (Minimum Required). The Technicians shall be Florida Certified, and capable of adjusting the timers, manually running the system and performing all necessary repairs or upgrades.
- The Contractor shall have at least two (2) detail and two (2) certified irrigation technicians available for on call emergencies and weekends.

- G. Contractor shall have equipment on OCCC Property five (5) days per week, (Monday-Friday) during standard hours of operation, per the Operational Plan submitted with the Contractor's RFP Document. The Operational Plan does not preclude or limit the Contractor's ability to have more equipment on site, as determined by the work to be performed at any given time.

Minimum Requirement as follows:

- Four (4) zero turn rotary mowers
- Two (2) walk behind or stand on mower
- Four (4) each of: string trimmers and backpack blowers
- Four (4) each of: long hedge shears and stick edgers
- Four (4) trailers for transporting equipment
- Three (3) pickup truck
- One (1) dump type truck
- Four (4) Utility Vehicles (ie, Kawasaki Mule, John Deere Gator)

- H. The Contractor shall make available a 24 hour / 7 day contact person for additional services, including repairs to the exterior landscape or irrigation system. Contractor shall provide to the OCCC's Representative either a phone number, cell phone number, and/or email address. The Contractor's response time shall be within two (2) hours.
- I. Any subcontracting shall be at the approval of the OCCC Representative.
- J. The OCCC will provide a staging area for the Contractor's use during the normal performance of their duties. This staging area will be located at the Destination Parkway flat lot. OCCC reserves the right to move said staging area as needed to meet operational requirements of the OCCC.
- K. The services described herein shall be performed by the Contractor on a regularly scheduled basis as outlined. There shall be no deviation from the scope of services without prior approval from the OCCC's Representative.

12. STATE DECLARED EMERGENCY ITEMS

The following line items will only be used in the event the County requests FEMA (Federal Emergency Management Administration) reimbursement for declared emergencies. Other line items cannot be combined with the following:

- A. Emergency Standard Hours- Labor hours for work during standard working hours Monday through Friday, 7:00 AM to 5:00 PM. Time sheets are required in addition to the federal required documents that the County representative requests.
- B. Emergency Non Standard Hours- Labor hours for work during non-standard working hours 7:00 AM to 5:00 PM, Saturday and Sunday, after 5:00 PM until 6:59 AM Monday through Friday. Time sheets are required in addition to the federal required documents that the County representative requests.
- C. Emergency- debris disposal with legible dump tickets related to the declared emergency, at cost.
- D. Emergency parts, equipment rental, and supplies related to the declared emergency at cost with third party invoice.

13. SAFETY AND PROTECTION

- A. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- B. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the OCCC's Representative upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the OCCC's premises. Safety features of equipment (shields, kill switches, etc.) shall be used at all times.
- C. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and passers-by. The Contractor shall provide traffic control signage, flashing lights, string and ribbon barricades, cones, or other barricades to protect staff, pedestrians and vehicular traffic, as needed.
- D. Any damage to the OCCC facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor.
- E. The Contractor shall provide and maintain a chemical inventory list, as well as the applicable Safety Data Sheets (SDS).

14. SECURITY AND IDENTIFICATION

- A. Background Checks for the Contractor's staff shall be approved by the OCCC Security team prior to working in or around any OCCC facility. The Contractor shall obtain the necessary forms for background checks as follows. The OCCC reserves the right to conduct its own investigation of any employee of the Contractor.
 - 1. For all Contractor's staff and/or employees that will be working at any part of the OCCC and related facilities, including the Destination Parkway Parking Structure, the Contractor shall perform background checks at its expense and submit them to OCCC Security for determining whether the employee is acceptable to be allowed to work for OCCC. The background checks must be submitted each year the contract is valid.
 - 2. The Contractor shall provide a level 1 (5 years) background check, dated ninety (90) days prior to contract effective date, for any employees before starting work to include:
 - a. Identification Verification
 - b. Selective Service Status (registered/unregistered).
 - c. FDLE Automated Criminal Record
 - d. Clerk of Courts by County of Residence
 - e. Employment Verification
 - f. DMB by State Residence
 - g. Military Verification
 - h. Professional License and Certification Check

- B. In addition, a Drug Screen – Five Panel test, including at least the following, shall be performed for each employee:
- Amphetamines
 - Cocaine Metabolites
 - Marijuana Metabolites
 - Opiate Metabolites
 - Phencyclidine
- C. The Contractor's employees shall not be allowed on the OCCC property without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the OCCC Representative, in writing, of such termination or transfer, and surrender the OCCC issued identification badge.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the OCCC Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the OCCC Representative whether the employee shall continue to work at the OCCC locations within this contract.
- F. The Contractor shall ensure that all vehicles used by their staff are properly identified with the company's name and logo.
- G. The Contractor shall remove from the OCCC premises any employee, who in the opinion of the OCCC's Representative or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the OCCC or Orange County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The OCCC Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. It will be at the OCCC's Representative's discretion as to whether said employee will be permitted to return to the OCCC.

15. QUALITY CONTROL AND WORKMANSHIP

All work shall be quality work performed according to the standards herein at a minimum, and to the complete satisfaction of the OCCC. All work shall be the level of quality typical in a Four Diamond Hotel. The Contractor shall provide, at a minimum, the staffing as designated above for the satisfactory performance of this work at the frequencies and within the time frames specified. These staffing requirements do not preclude or limit the Contractor's ability to have more employees on site, as determined by the work to be performed at any given time. The Contractor shall establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed before the level of service becomes unacceptable to the OCCC. All documentation used for the quality control program shall be made available for review by the OCCC upon request.

A. MINIMUM QUALITY CONTROL INSPECTIONS

The Contractor shall provide a quality control inspection worksheet, in an approved OCCC approved format, depicting the inspected areas of the exterior landscaping after work is completed. The worksheet shall list areas such as plant beds, shrubs, turf, urns, ground cover, other vegetation, and all other aspects of landscape services.

The inspection worksheet shall be completed on a weekly basis. The OCCC reserves the right to increase the frequency of the inspections based on Contractor performance and or building activity.

The worksheet shall have all specific tasks listed in the scope of services by specific areas. The Contractor's inspector shall be a person that does not perform the daily services. The worksheet shall include signature signoff by the Inspector and Contractor Operations Manager. The worksheet format shall be submitted to the OCCC Representative for approval within seven (7) calendar days after contract award. The Contractor shall submit, either by hard copy or electronic copy, the completed worksheet with inspection results and problems encountered with proposed corrective action to be taken by the Contractor within two (2) calendar days after the inspection was scheduled to be accomplished.

B. TRASH REMOVAL

When services are provided, the Contractor shall inspect all OCCC landscaped areas and parking lots and remove all trash (to include but not limited to paper, plastic, metal, garbage, etc.), fallen limbs and dead vegetation.

C. WEEDS

When services are provided, the Contractor shall inspect all OCCC planting beds, shrubs and ground cover (excluding turf) and remove all weeds.

**16. LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)
LANDSCAPE REQUIREMENTS**

The Contractor shall be responsible for performing services as required in order to assist the OCCC in maintaining LEED certification for the OCCC. These requirements include, but are not limited to, the following:

A. All non-infested landscape waste shall be diverted from the landfill. The Contractor shall be responsible for the proper sorting and delivery to mulching or compost facility. Grass clippings, small leaves, and light pruning debris shall be returned into lawn areas on site. Large Tree debris or diseased plant material shall be collected and hauled offsite for proper disposal or mulching. The Contractor shall track quantities of landscape waste diverted by weight and by building location (North/South or West Building).

1. The Contractor shall utilize Florida friendly plant species that are well-suited for the local climate and require minimal irrigation, fertilization, and maintenance.

2. The Contractor shall report the amount (in pounds) of landscape waste diverted from the landfill by building location (North/South or West) on a quarterly basis to the OCCC Representative.
3. The Contractor shall utilize manual weeding and pruning when possible prior to mowing and during ornamental plant maintenance.
4. To reduce the potential for on-site fuel spills, The Contractor shall ensure that at least 80% of their fuel mixing and equipment refueling occurs off-site. (See Attachment A for detail information regarding LEED regulations.)

17. DEFICIENCIES

- A. During the periods of work, the Contractor shall consult with the OCCC Representative for inspection and approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall repeat the work without additional compensation, within two (2) calendar days. The Contractor shall correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the OCCC will assess a \$200.00 fee to the Contractor. The \$200.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional OCCC labor costs to include Horticulture Consultant fees and vehicle usage required for unnecessary inspections and the fee will be deducted from the invoice for the period in question for that delivery order.
- B. All work shall be performed professionally in accordance with generally accepted horticultural principals. All work shall be performed under the direction of the OCCC Representative.
- C. The OCCC will perform periodic inspections to verify compliance with the scope of services. All inspections will be scheduled at the discretion of the OCCC Representative.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

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 Ana.Villalona@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

SEALED RESPONSE SUBMITTAL LABEL:

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

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

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Ana Villalona**
RFP NUMBER: **Y19-1131-AV**
TITLE: **LANDSCAPE MANAGEMENT AND IRRIGATION
AT THE ORANGE COUNTY CONVENTION CENTER**

PROPOSAL DUE DATE: _____

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

PRE-REQUISITE REQUIREMENTS

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A **Non-Mandatory Pre-proposal Conference** will be held on **Tuesday, August 20, 2019, 2:30PM**, located at **Orange County Convention Center, 9899 International Drive, Orlando, Florida 32819, South Building, Meeting Room # S230H**. Interested proposers are required to attend. A map and parking pass is included as Attachment 4. Attendance is not mandatory but is encouraged.

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

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below:

- Submit one (1) original, eight (8) 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.

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

The Orange County Convention Center (OCCC) is a high profile Convention Center encompassing approximately 94 acres of landscape area requiring Four Diamond exterior landscape management services.

Four Diamond as defined by AAA - are establishments that are upscale in all areas. Accommodations are progressively more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service and attention to detail. As it pertains to exterior landscaping, this includes an excellent, comprehensive variety of mature plants which are obviously professionally planned, manicured and maintained.

Orange County requires that each firm responding to this proposal identify its qualifications as they relate to this project and service. The information provided shall specifically include the following:

TAB 1. QUALIFICATIONS OF STAFF

- A. Provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required services.
 1. Provide documentation demonstrating at least two full-time Florida Irrigation Certified Technicians capable of performing all aspects of a large scale irrigation system, including, at a minimum, adjusting the timers, manually running the system and performing all necessary repairs or upgrades.
- B. Provide a statement of qualifications that includes the Operations Manager and On-Site Supervisor credentials and experience, including at least the following:
 1. A list which includes resumes (indicating years of relevant experience) of the Operations Manager and on-site Operations Supervisor that will oversee the services as related to the contract as well as the qualifications of any

proposed sub-contractors. The Operations Manager assigned to the OCCC shall have a minimum of ten (10) years verifiable exterior landscape experience, and the on-site Operations Supervisor assigned to the OCCC shall have a minimum of eight (8) years verifiable exterior landscape experience.

Both the Operations Manager and Operations Supervisor's minimum required experience shall include working on Four Diamond properties such as Convention Centers, Airports, Convention Hotels, Golf Courses and Upscale Developments. Both the Operations Manager and Operations Supervisor shall be capable of verbal and written communications in the English language.

TAB 2. QUALIFICATIONS OF FIRM

- A. Provide a statement of qualifications that include the Proposer's credentials and experience, including at least the following:
1. Provide a comprehensive listing of the Proposer's contracted exterior landscaping activity over the last ten (10) years during which services similar to those required by this solicitation were provided. This activity listing shall be broken down by services provided, to include at the minimum, turf care, edging, trimming, tree care and trimming, replacement of annual/perennial plants, installation of landscape enhancements, and sidewalk/parking area cleaning.
 - a. The listing shall include site location, client name, address, telephone number, e-mail address, dates of service provided and total gross revenues/charges. Examples of Exterior Landscape Management services references shall include large Four Diamond high profile buildings/complexes such as Convention Centers, Airports, Convention Hotels, Golf Courses and Upscale Developments, Resorts, Hotels, Theme Parks, and other upscale hospitality properties.
 2. List at least five (5) references, for which the Proposer has performed work similar in scope and magnitude including the contact name, address, email address, telephone number and date of the contract. Include a brief description detailing location, size of facility (in landscaped acreages) dates of contract, names, addresses and telephone number and email address of owner. These contracts shall include Four Diamond high profile, well-manicured and maintained locations containing a variety of plants, including tropical varieties, trees and flowers. At least two (2) locations shall include a minimum size of fifty (50) landscape acres.

TAB 3. TECHNICAL APPROACH

- A. Provide a brief description of the Proposer's approach to the project as it relates to the scope of services listed herein for routine services and for FEMA reimbursement declared emergency tasks

B. Confirm the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Specification / Scope of Services herein.

C. EQUIPMENT AND LOCAL OPERATIONS LOCATION

1. Describe the Proposer's current office/warehouse/staging area location that will be used to support the OCCC. The Proposer shall have a current in use and established commercial operation. Identify distance from the OCCC and response time from the office to the OCCC.
2. Provide detailed list of equipment/vehicles to be staged for use to fulfill this contract. The list shall include the equipment name, make, model, year, quantity, purchase dates and cost. Include pictures of owned equipment and VIN numbers for all vehicles to show proof of ownership or lease documentation in the Company's name. Contractor shall have, as a minimum the following equipment or equivalent:

Four (4) zero turn rotary mowers
Two (2) walk behind or stand on mower
Four (4) each of: string trimmers and backpack blowers
Four (4) each of: long hedge shears and stick edgers
Four (4) trailers for transporting equipment
Three (3) pickup truck
One (1) dump type truck
Four (4) Utility Vehicles (ie, Kawasaki Mule, John Deere Gator)

The above represents an estimate of the equipment required to satisfactorily perform the services. However, a Proposer's detailed evaluation of the scope of services is required to accurately determine the actual type and quantity of equipment, tools, etc. required for the contract. The County reserves the right to visually inspect the equipment and place of business.

D. OPERATIONAL PLAN

1. A Detailed Operational Plan shall be submitted indicating how the Proposer, utilizing its staff and equipment will accomplish the required exterior landscape maintenance. This plan shall include all the elements required in the specifications for mowing, trimming, cutting, ground cover, plant beds, weeding, mulching, landscape enhancement installation, trash removal and irrigation.
2. The Operational Plan shall include specific detailed information regarding their staffing plan for the OCCC. The Proposer's plan shall include the number of scheduled personnel that would be required to be on site at the OCCC, Monday through Friday during standard business hours, broken out by day and by job type. At a minimum, the plan shall detail how many of the following types of workers shall be on site, in addition to complying with the requirements within the scope:

Minimum Requirement as follows:

- Four (4) Detail Staff (Edging, trimming, pruning, sweeping, blowing of sidewalks, flower beds, etc.)
- Six (6) Dedicated Mowing Crew
- One (1) On-site/ Working Operations Supervisor (Required full time)
- Two (2) Dedicated Irrigation Technician (Required full time)

The proposed number of staff assigned to the OCCC per this Operational Plan, shall not preclude, nor limit the Proposer from hiring/utilizing additional employees to ensure competent and effective performance of the duties within the scope of services.

3. For emergency staff, the Operational Plan shall include information as to how the Proposer will ensure that at least four (4) Detail Staff and two (2) Irrigation Technicians are available for on-call emergency responses after hours, on holidays, and on weekends.
4. The Operational Plan shall include information as to how the Proposer will ensure that all exterior landscape management services shall be performed, so as not to interfere with the OCCC events. The Operational Plan shall include specific information as to how the Proposer shall schedule work, including work performed during early morning hours, or after scheduled building events.
5. The Operational Plan shall ensure that exterior landscape management services shall not conflict with the OCCC events,
6. The Operational Plan shall include a copy of the Proposer's Quality Assurance plan. This plan shall detail systems and operational requirements to ensure that the work performed at the OCCC meets satisfactory levels of performance.
7. The Operational Plan shall also include a detailed description of the Proposer's training and safety program given to all employees. Samples of training documents and supporting records shall be included.

TAB 4. FEE SCHEDULE

Each proposer shall complete and submit the Fee Schedule included herein. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

TAB 5. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.

- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **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 any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6. FEDERAL COMPLIANCE DOCUMENTATION

- A. **Certification Regarding Lobbying for Contracts Grants, Loans, and Cooperative Agreements** (if Applicable) shall be completed and submitted with your proposal.
- B. **Schedule of Sub-contracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)** (if sub-contracting) shall be completed and submitted with your proposal.
- C. **Federal Debarment Certification Form** shall be completed and submitted with your proposal.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualifications of Firm	30
Technical Approach	30
<u>Fee Proposal</u>	<u>20</u>
TOTAL	100

**SECTION 5
ATTACHMENTS**

**FEE SCHEDULE FORM
RFP#Y19-1131-AV**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods and services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The following items 1-24, shall not be used in the event the County requests services associated with a declared emergency as defined by the Federal Emergency Management Agency.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED PROPOSAL
EXTERIOR LANDSCAPE SERVICE						
1.	EXTERIOR LANDSCAPE SERVICE (Service is to include mowing, weeding, edging, shrub trimming, weed-wacking, trimming, annual and bromeliad replacement, watering of urns, trash removal, etc.)	12 MONTHS	X \$ _____ /MO	= \$ _____ /YR	X 3	= \$ _____
2.	ANNUAL PRUNING OF CREPE MYRTLES	1 YEAR	X \$ _____ /YR	= \$ _____ /YR	X 3	= \$ _____
3.	MULCH	2500 CU YD PER YEAR	X \$ _____ /CU YD	= \$ _____ /YR	X 3	= \$ _____
4.	LABOR HOURS FOR ADDITIONAL WORK (move plants/trees/shrubs, removal of old beds, creation of new beds, etc).	3000 HOURS PER YEAR	X \$ _____ /HR	= \$ _____ /YR	X 3	= \$ _____

Company Name:

FEE SCHEDULE FORM (CONTINUED)

REPLACEMENT PLANTING

For materials and plants sizes not listed, the Betrock’s Plant Finder’s Guide (betrock.com) shall be referenced for any additional plants/materials requirements.

Annual estimated dollars of Plants/Materials plus percentage markup from cost using the latest edition of Betrock’s Plant Finders Guide:

ITEM NO.	YEARLY AMOUNT		UNIT PRICE (PERCENT)		YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED PROPOSAL
5.	\$150,000	X	_____ %	= \$	_____ /YR	X 3	= \$ _____

(Example: If the mark-up is **10%** your total should be 150,000.00 X 1.10 = \$165,000.00 X 3 = \$495,000)

INSTALLATION FEE

Used for plants selected from Betrock’s Plant Finders Guide (Price to include removal of old plants. All sizes below will need to include plant cost, delivery, and installation):

ITEM NO.	CONTAINER SIZE IN GALLONS	ESTIMATED QUANTITY		UNIT PRICE		YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED PROPOSAL
6.	ONE GALLON	15,000	X	\$ _____ /EA	= \$	_____ /YR	X 3	= \$ _____
7.	THREE GALLON	12,000	X	\$ _____ /EA	= \$	_____ /YR	X 3	= \$ _____
8.	SEVEN GALLON	3,000	X	\$ _____ /EA	= \$	_____ /YR	X 3	= \$ _____
9.	TEN GALLON	500	X	\$ _____ /EA	= \$	_____ /YR	X 3	= \$ _____
10.	FIFTEEN GALLON	500	X	\$ _____ /EA	= \$	_____ /YR	X 3	= \$ _____

Company Name: _____

FEE SCHEDULE FORM (CONTINUED)

Installation Fee continued

ITEM NO.	CONTAINER SIZE IN GALLONS	ESTIMATED QUANTITY	UNIT PRICE	YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED PROPOSAL
11.	THIRTY GALLON	350 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	
12.	FORTY-FIVE GALLON	350 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	
13.	SIXTY-FIVE GALLON	100 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	
14.	ONE-HUNDRED GALLON	100 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	
15.	TWO-HUNDRED GALLON	75 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	
16.	THREE-HUNDRED GALLON	150 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	
17.	ANNUALS	10,000 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	
18.	BROMELIADS	500 X	\$ _____ /EA = \$ _____	/YR	X 3 = \$ _____	

IRRIGATION SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED PROPOSAL
19.	IRRIGATION INSPECTIONS & REPORTS	12 MONTHS X	\$ _____ /MO = \$ _____	/YR	X 3 = \$ _____	

Company Name: _____

FEE SCHEDULE FORM (CONTINUED)

Irrigation Services Continued

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED BID
20.	SPRINKLER HEAD AND POP-UP REPAIRS BEYOND THE FLEXIBLE SUPPLY HOSE CONNECTION					\$5,000
21.	IRRIGATION REPAIRS – LABOR FOR ADDITIONAL WORK DURING STANDARD WORKING HOURS	6,500 HRS	X \$ _____ /HR	= \$ _____ /YR	X 3	= \$ _____
22.	IRRIGATION REPAIRS- LABOR FOR ADDITIONAL WORK DURING NON-STANDARD HOURS	100 HRS	X \$ _____ /HR	= \$ _____ /YR	X 3	= \$ _____

IRRIGATION MATERIALS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (PERCENT)	YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED BID
23.	IRRIGATION MATERIALS MARK-UP OVER ACTUAL COST WITH DOCUMENTATION	\$75,000/YR	X _____ %	= \$ _____ /YR	X 3	= \$ _____

(Example: If the mark-up is **10%** your calculation should be 75,000.00 X 1.10 = \$82,500.00 Per Year X 3 = \$247,500)

24. UNFORSEEN FEES (equipment rental, taxes, permits, etc.) \$50,000

Company Name: _____

FEE SCHEDULE FORM (CONTINUED)

EMERGENCY SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	YEARLY ESTIMATED PRICE	THREE YEARS	TOTAL ESTIMATED BID
<p>(The following items 25-28, shall only be used in the event the County requests services associated with a declared emergency as defined by the Federal Emergency Management Agency and shall not be used with items 1-24)</p>						
25.	EMERGENCY-Labor during standard working hours	5,000 HRS	X \$ _____	= \$ _____ /YR	X 3	= \$ _____
26.	EMERGENCY – Labor during non-standard working hours	2,500 HRS	X \$ _____	= \$ _____ /YR	X 3	= \$ _____
27.	EMERGENCY – debris disposal with legible dump tickets, at cost					\$40,000
28.	EMERGENCY – parts, equipment rental, and supplies at cost with back up 3 rd party invoice.					\$40,000
TOTAL ESTIMATED BID (ITEMS 1-28)						\$ _____

Company Name: _____

PROPOSAL COVER PAGE

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer 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 proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. 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 _____

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer 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 Proposer shall complete and submit the following information with the proposal:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit
____ Joint Venture* ____ Corporation

- (a)
- (b) **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 PROPOSER’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 Proposal Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and 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 the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, 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.

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

The undersigned proposer, 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 proposer 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 proposer, **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.Y19-1131-AV

I hereby certify that I will utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y19-1131-AV**, LANDSCAPE MANAGEMENT AND IRRIGATION AT THE ORANGE COUNTY CONVENTION CENTER, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Proposer's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the proposer, 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 proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, offeror, quoter, or respondent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

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

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

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

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

Part III

Original signature and notarization required

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

_____ Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

_____ Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

I/We, (Print Proposer 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, (RFP 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 Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer 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 PROPOSER 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 formal written and executed Joint Venture agreement.

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

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

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

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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

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

AFFIDAVIT

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

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

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

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

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

Notary Public _____
Commission Expires _____

(Seal)

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

Section 1.02 Y19-1131-AV

I, _____, in my capacity as _____, am authorized to sign on behalf of, and fully bind,
 (First and Last Name) (Company Title/Position)

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

- ✓ Qualified small and minority businesses, and women’s business enterprises were, and will continue to be, placed on all of the Prime Contractor’s solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women’s business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor’s experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this proposal being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor <i>(attach additional pages as necessary)</i>	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

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

SIGNATURE	PRINTED NAME	OFFICIAL TITLE	DATE
STATE OF _____)	The foregoing instrument was acknowledged before me this	NOTARY	
COUNTY OF _____)	_____ day of _____ 20____, by _____	_____	
	on behalf of the corporation.	Signature	
	Personally Known [] or Produced Identification []	_____	
(Seal)	Type of Identification Produced: _____	Printed Name	

NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

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

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

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

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

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

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

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

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

FEDERAL DEBARMENT CERTIFICATION FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON
THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, 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.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CONTRACT # Y19-1131

This Contract is made as of the ____ day of _____, 2020 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____
[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____. This contract is subject to change based on guidance from the Federal funding source.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of LANDSCAPE MANAGEMENT AND IRRIGATION AT THE ORANGE COUNTY CONVENTION CENTER, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Liz Frias, telephone no. 407-685-5854.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on _____ 2020 and complete all services by _____ 2023.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date 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 and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 **PAYMENTS TO CONTRACTOR (USE FOR TERM CONTRACT)**

A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed _____ Dollars (\$_____). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in

conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following:

1. Reference to the Delivery Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with Exhibit "A"
5. Back up documentation as required

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 **REQUIREMENTS CONTRACT**

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

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 5 **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.flair.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** (one million dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than **\$1,000,000** (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

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

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

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

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

The certificate holder shall read:

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

ARTICLE 6 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 (if any), 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.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 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 Contract.

ARTICLE 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 products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies 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 will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) 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 will 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.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

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) 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.**

1. **FORCE MAJEURE - EMERGENCY RESPONSE CONTRACTS**

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 forty-eight (48) 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 ten (10) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. **As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor's obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor's part that are in any way related to natural disaster conditions (ie: fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**
4. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

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.

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.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

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.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 14 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and

control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 ACCESS AND AUDITS

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 sub-Contractors 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 sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 **SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor 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 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 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.

ARTICLE 21 **MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY’S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR’S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 22 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/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager 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/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor/Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor/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 of Procurement.

ARTICLE 23 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.

ARTICLE 24 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform

work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

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

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 25 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 26 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at renewal intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

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

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

CPI-U Calculation Example:

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

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

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

ARTICLE 27 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract Respondent 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.

ARTICLE 28 SUB-CONTRACTING AND COMPLIANCE WITH 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

If the CONTRACTOR wishes to engage in sub-contracting, pursuant to this Acknowledgment, the CONTRACTOR understands that it must first: (1) get written permission from the COUNTY'S Procurement Manager or their designee to enter into such a subcontract; and (2) execute an affidavit stating that the CONTRACTOR took the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in the solicitation and selection of such subcontractor. **Engaging in sub-contracting, pursuant to this Acknowledgment without complying with both of these requirements is strictly prohibited.**

Small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the "affirmative steps" outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when sub-contracting.

ARTICLE 29 **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.**

By executing this contract the Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 30 **BUSINESS ASSOCIATE AGREEMENT**

The Business Associate Agreement attached hereto shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

ARTICLE 31 **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

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

ARTICLE 32 **DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

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

ARTICLE 33 **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS)**

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

ARTICLE 34 **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

ARTICLE 35 **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

ARTICLE 36 **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER -
TERM CONTRACTS**

It is hereby made a part of this contract 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.

ARTICLE 37 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND
REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (APR 2014)**

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

ARTICLE 38 **ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, 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.

ARTICLE 39 **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.

ARTICLE 40 **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.

ARTICLE 41 **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.

ARTICLE 42 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 43 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.

ARTICLE 44 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.

ARTICLE 45 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 46 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 47 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 48 ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. Exhibit A – Fee Schedule
- B. Attachment 1 – LEED EB + OM Certification Documents
- C. Attachment 2 – OCCC Landscaping Samples – 4 Star Quality
- D. Attachment 3 – Site Maps

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.,
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

Attachment 1 – LEED EB + OM Certification Documents

Integrated Pest Management, Erosion Control, and Landscape Management Plan

SECTION 1: SCOPE

This plan provides guidelines for protecting and enhancing the natural diversity of the Orange County Convention Center's North/South Building Site (OCCC), while also supporting high-performance building operations and developing synergies between the building and its environmental context. The project is located at 9899 International Drive, Orlando, FL. The Integrated Pest Management (IPM), Erosion Control, and Landscape Management Plan apply to the entire building and associated grounds.

SECTION 2: GOALS

Goals include minimizing the impact of site management practices on the local ecosystem and reducing exposure of occupants, staff, and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants. All practices and services must also comply with the with municipal regulations including the Orange County Fertilizer Management Ordinance [2009-26] passed October 6, 2009 to restrict use of nitrogen or phosphorus, as well to minimize pollution & runoff of harmful chemicals into stormwater systems, water bodies, and aquifers. Per the Orange County Ordinance, Landscape Management, Irrigation Management & Fertilizer Application Contractors are required to attend the Green Industries Best Management Practices (GIBMP) educational program for Green Industry workers provided by UF-IFAS Florida-Friendly Landscaping™ program. Contractors & Service Providers are also required to attain the Commercial Applicator Certification at the end of the program and demonstrate compliance and adoption of the GIBMP Manual.

The Plan addresses environmental best practices for:

- Outdoor Integrated Pest Management & Pesticide Application (IPM)
- Erosion and Sedimentation Control during construction activities and daily operations
- Landscape Operations and Waste
- Fertilizer use

SECTION 3: RESPONSIBLE PARTIES

The OCCC Facility Operations Department, with support from the Facility Operations Manager and the following Facility Operations Staff, Assistant Operations Manager and Assistant Supervisors are responsible for developing and managing the implementation of the IPM, Erosion Control, and Landscape Management Plan. Contracts with pest and landscape management contractors and construction contractors shall include extensive language describing their role in implementing the building's plan. Contractors involved with various elements of the plan shall carry out their tasks according to their contracts and report all relevant activities to the responsible parties when required. To ensure an

effective and coordinated effort, OCCC staff responsible for overseeing the plan shall review all proposed activities before implementation.

Function	Company Name	Primary Contact	Phone	Technical Contact	Phone
Indoor/Outdoor Pest Control	To Be Determined				
Landscape Management	To Be Determined				
Fertilizer	To Be Determined				
Landscape Design	Horticulture Consultant	Larry Smith	407.491.9529	n/a	n/a
Erosion & Sedimentation	OCCC Capital Planning	Tim Groth	407.685.5705	n/a	n/a
Stormwater Maintenance	OCCC Facility Maintenance	Robert Foster	407.685.5644	n/a	n/a
Indoor/Outdoor Perimeter Pest Management	To Be Determined				
Pest Control Contract Manager	OCCC Environmental Services	Pam Cavanaugh	407.685.5879	N/A	N/A
Policy Support	OCCC Sustainability	Abby Gulden	407.685.8009	N/A	N/A

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The Facility Operations Maintenance Coordinator, Sustainability Coordinator and Designees will periodically evaluate effectiveness and compliance of this plan by providing an annual report to the Facility Operations Manager, which includes an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of policy implementation.

As delegated in Section 3, OCCC Facility Operations Department shall review all proposed all activities before implementation to ensure effectiveness and compliance with this policy. Additionally, OCCC Facility Operations Department will communicate strategies and criteria with personnel and contractors, conduct inspections and evaluations, and annually review all practices and products to identify opportunities for improvement and expansion of grounds maintenance practices.

Contractors involved in this plan shall submit all information about proposed practices to the Facility Operations Manager or his designee her through detailed contractual language or addenda/memorandum that establishes protocol(s) that will be used onsite. Upon reviewing proposed activities, the responsible parties shall determine compliance with the plan.

Violations and Non-Compliant practices will be addressed in the same manner as stated in the Orange County Fertilizer Management Ordinance [2009-26] and Florida Department of Environmental Protection (FDEP) Stormwater Plan.

SECTION 5: PERFORMANCE METRIC

This plan along with Orange County's National Pollutant Discharge Elimination System (NPDES) permit, Stormwater Pollution Prevention Guidelines, and GIBMP educational program govern all components of E&S control at the project building and site. The practices identified in this plan shall be wholly adopted and used in 100% of the construction and routine site maintenance/operations scenarios at OCCC.

SECTION 6: IPM STRATEGIES AND PRACTICES

Additional best practices and procedures implemented at the OCCC by staff and associated contractors appear on page 8 of this document.

a. Integrated Methods

OCCC requires Pest Prevention Programs that combine knowledge of pest behavior and biology with thorough inspections of the service environment to create service plans that are custom to the current needs. Inspections must include identifying; Conditions that are conducive to pest activity, the true sources of pest activity, and the avenues of pest entry from the true source into the service environment. Population monitoring, physical removal of the pest(s), trapping, sanitation recommendations, structural modifications and exclusionary steps must be considered prior to making material (pesticide) applications. Continued monitoring and trend analysis must be utilized to resolve ongoing or repeat pest occurrences.

As calls for pests reports are logged, Environmental Services staff shall survey the area of the report and upon routine visit, the Contractor shall review service log and call log for identification of report and history. Contractor shall always investigate area of report, identify issues, and notify Environmental services supervisor prior to performing work. No application of pesticides shall take place unless approved by OCCC Environmental Services.

Following integrated methods and pest prevention service methods below is the inspection criteria that must be used by contractors during routine service visits. Contractor shall report findings regarding:

Conditions conducive to pests

- Excess moisture/standing water/ water leaks
- Sanitation deficiencies/ food debris present
- Storage practices favor pest development
- Structural gaps or access noted
- Lighting attracting pest to structure

Avenues of pest access

- Ornamental plants touching structure
- Caulking/sealing/screening required
- Air doors absent or non-functional
- Windows/doors left open
- Weather-strips/thresholds/doors weeps worn

Sources causing pests to develop

- Waste compactor area needs cleaning
- Floor drains needs attention
- Beverage tap areas need attention
- Sanitation deficiencies/Food debris present
- Debris outside

b. Least-Toxic Pesticides

When monitoring and investigation activities above reveal a need for the use of pest controls, appropriate control options will be evaluated, and the least-toxic option likely to be effective will be employed. These guidelines also apply to any pesticide product, other than rodent bait, which is applied in a self-contained, enclosed bait station that is neither visible nor accessible. Contractors shall report changes or updates to the approved list of chemicals and the MSDS files located at Environmental Services. Least-toxic pesticides as defined by the City of San Francisco's Pesticide Hazard Screening List are recommended for use during times of need and any products that fall outside those classifications must be submitted for approval to the Environmental Services Supervisor and Sustainability Coordinator prior to use.

c. Universal Notification

The OCCC has adopted a pest reporting program which allows occupants to call OCCC Environmental Services dispatch and report any presence of unwanted pests. OCCC Environmental Services will act according to the standards set forth in the above and investigate the situation before any pesticide application is made or contractor technician is called. In addition, the OCCC universal notification system in place enables occupants and staff, and especially high-risk occupants such as children, pregnant women and the elderly, to modify their work plans, work days, work locations based on pesticide use at the building. This strategy requires the OCCC to notify building occupants at least 72 hours in advance of a pesticide application under normal circumstances and no more than 24 hours after an emergency application through posted signs or other means of reaching 100 percent of occupants potentially affected. This notification must be exercised if a pesticide, other than a least-toxic pesticide as defined above, must be applied on site. Notification must include the following:

- Pesticide product name; Active ingredient; Product label signal word (e.g., "caution", "danger"); Time and location of application; Contact information for persons seeking more information

d. Emergency Conditions

In the event of an emergency, pesticides may be applied at the OCCC without complying with the earlier stipulations for use of integrated and least-toxic methods.

In this event, notice must be given to the OCCC Environmental Services Supervisor. OCCC Environmental Services shall alert and inform any occupants that might be affected directly or indirectly before application and again after application for 24 hours. OCCC Environmental services supervisor shall keep record of such situations as to document the OCCC's ongoing compliance with the IPM Plan. Emergencies are defined as those that would immediately and directly impact the health of occupants (guests and staff) and/or impede the operation of the facility or portion off as intended or contractually obligated.

e. Recordkeeping

Recordkeeping is required to demonstrate ongoing compliance with the IPM plan. All applications of pesticides (include least-toxic options) shall be logged. The pesticide application log shall include the following information:

- Universal Notification to Occupants
- Date
- Time
- Method
- Pesticide Application Date and Time
- Application Manager
- Location
- Target Pest
- Pesticide Trade Name
- Pesticide Active Ingredient
- EPA Registration Number
- Least-toxic status (Y/N)

SECTION 7: EROSION AND SEDIMENTATION CONTROL

OCCC's goal is to protect water and air quality through prevention of soil erosion and sedimentation. Meeting erosion and sedimentation (E&S) objectives includes the establishment of E&S control plans during any infrastructure repairs or other construction activities that result in ground disturbance, as well as ongoing maintenance of the facility's site to prevent soil erosion and sediment transfer.

a. During Construction Activities

All construction activities affecting soil disturbance greater than 1 Acre shall have E&S control provisions included the specifications and drawings. These provisions shall include all state, local, and federally applicable regulations as deemed appropriate by the engineer of record. Some of these provisions are referred in this next section as well as at the end of this document.

All construction projects must comply with the minimum requirements set by 2003 EPA Construction General Permit, but more importantly the Florida Department of Environmental Protection (FDEP) 2009 Construction Generic Permit. The conditions of that permit meet and exceed the EPA requirements. If EPA's proposed amendments scheduled in 2011 pass, once again, FDEP's version will meet and exceed those requirements – particularly the turbidity levels. Additionally,

within Orange County's NPDES Permit there are local requirements to be aware of and must comply that can be viewed within the OC EPD NPDES Permit Guidelines referred to at the end of this document. Finally, project team must also follow OCCC Construction Stormwater Prevention Plan that is site specific and modeled after FDEP guidelines.

b. During Routine Site Maintenance and Operations

The stormwater ongoing maintenance audits and frequencies are designed to align with the LEED SSc6 Stormwater Management credit criteria as well as Orange County Environmental Protection Division and State of Florida best practices for maintenance of stormwater systems. The Facility Operations department shall retain stormwater management auditor certifications for at least one staff member and host occasional training programs sponsored by the Orange county NPDES team. In-house audits of systems take place biannually and orange County Compliance biennially.

The site has the following existing controls for erosion and sedimentation control and stormwater management:

- Dry and Wet: Bottom Swales, Retention Ponds, Detention ponds
- Biofiltering via aquatic Plants
- Strict State and County regulations and requirements. (referred above)
- Memorandums of Understanding with existing contractors communicating efforts and regulations.

When deteriorated conditions compromise the efficacy of existing controls, the methods listed in the construction specification apply to the operations and maintenance work.

During significant weather events, soil and organic debris can build up in stormwater drainage systems; routine inspections and maintenance facilitate a fast response to erosion issues and limit the harmful environmental impacts of erosion and sedimentation. A regular inspection of existing controls shall be performed and logged to ensure that deficiencies are identified and remedied. This includes an annual inspection of the controls listed above, as well as more frequent inspection of the following:

- Inspection for standing water and drainage problems following major rainfall events
- Semi-annual inspection and cleaning of roof drains
- Inspection of storm sewers after major rainfall for evidence of sedimentation
- Please refer to the OCCC Stormwater Operations and Maintenance Annual Inspection.

c. Washing of Vehicles - Environmental Regulations

The washing of vehicles for display purposes is prohibited within any OCCC interior location or OCCC paved exterior location (parking lot or road). Runoff water from vehicle washing must not enter any area storm drains, which are located within close proximity to OCCC paved roadways and dock basins. Vehicle washing is only permitted on designated grassy area, where water runoff can filter through the ground, per local environmental standards.

SECTION 8: LANDSCAPE MAINTENANCE PRACTICES

a. Landscape Waste

All non-infested landscaped waste shall be diverted from landfill, both to minimize the amount of waste sent to landfills and to create compost, soil amendments or mulch. Contractor shall be responsible for proper sorting and delivery to mulching or compost facility. Grass clippings, small leaves and light pruning debris shall be returned into lawn areas on site and large tree debris or diseased plant material should be collected and hauled offsite for proper disposal or mulching.

b. Performance Metric

The practices identified in this plan shall be wholly adopted and used in ALL landscape management activities at OCCC. Contractors shall report diversion metrics on a quarterly basis to OCCC Facility Operations Manager or his designee. This report must show compliance of the 100% diversion threshold through mulching/compost and waste metrics by weight per month. The Facility Operations Manager or his designee shall perform continuous monitoring of this activity.

c. Practices to optimize landscape waste

- Landscape Management and Tree Removal Contractor shall collect landscape waste, including, but not limited to, leaves, cut vines, and pruned branches. Waste shall be brought to an off-site facility for mulching and composting.
 - Contractor will leave clippings on turf areas to recycle nutrients and will distribute large clumps of clippings by blowing or by collecting and removing them.
 - Clippings shall NOT be blown into impervious surfaces including: parking lots, other built up areas, gutters or stormwater drains
 - In the case of fungal disease outbreaks, contractor will collect clippings until the disease is undetectable

d. Practices to optimize landscape maintenance

- Crew leaders and management staff are trained and certified in the Green Industries Best Management Practices.

- Contractors shall demonstrate compliance and adoption of FL-DEP GI-BMP manual.
- Contractors shall provide ongoing technical contributions to FL-DEP GI-BMP manual and training program.
- Contractors shall not mow wet turf to prevent spread of disease and fungus, and clippings can clog the machine.
- When feasible, use mulches made from environmentally friendly sources or recycled materials.
- Contractors shall not pile mulch against a tree or around the bases to prevent crown and root rot. Maintain a 2"-3" depth of mulch after settling.
- Contractors shall not direct clippings into bodies of water or onto impervious surfaces. Remove any clippings that are blown onto sidewalks, driveways, and other impervious areas.
- Clippings discharge shoots shall point away from any water bodies or stormwater drains.
- Contractors shall avoid mechanical damage to trees and shrubs from string trimmers, mowers, and other equipment by using equipment only when necessary.
- Contractors shall only mix fuel/oil at offsite warehouse and may refuel only when necessary using drop cloths and spill proof containers.
- Contractors shall inspect all equipment weekly and all fleet monthly for leaks or emissions.
- If spill occurs, contractor shall use on board spill kit, and other dry practices such as cat litter.

e. Native and Florida Friendly Plants

OCCC is committed to reducing irrigation water use on the management controlled landscaped areas. In support of that, the site uses 100% reclaimed water for irrigation and utilizes native or Florida friendly plant species that are well-suited for the local climate and require minimal irrigation, fertilization, and maintenance. These plantings are integrated into the site landscape when new plantings are installed or reseeding occurs.

The OCCC has approved plantings designated by the following reputable resources and organizations based on the USDA Hardiness Zone 9B Florida. Contractors must refer to the databases and lists within the below websites regarding any re-landscaping or new plantings onsite. Sections of the site that fall out of management scope must abide by the International Drive Improvement District Landscaping Standards.

- Florida Native Plant Society – Native Planting Database
http://www.fnps.org/pages/plants/plants_by_county.php?county=OSCEOLA
- FDEP and UF-IFAS Florida Yards Program
<http://www.floridayards.org/fyplants/index.php>

- The Lady Bird Johnson Wildflower Center, The University of Texas at Austin: Native Plant Database <http://www.wildflower.org/plants/>

SECTION 9: FERTILIZER USE

All fertilizer application shall be compliant with municipal regulations including the Orange County Fertilizer Management Ordinance [2009-26] passed October 6, 2009 to restrict use of nitrogen or phosphorus, as well to minimize pollution & runoff of harmful chemicals into stormwater systems, water bodies, and aquifers. Application Contractor will find this ordinance attached to service contracts along with this plan.

Per the OC Ordinance, Application Contractor is required to attend the Green Industries Best Management Practices educational program for Green Industry workers (lawn-care and landscape maintenance professionals), provided by UF-IFAS Florida-Friendly Landscaping™ program and Florida Department of Environmental Protection (FL-DEP). Contractors & Service Providers are also required to attain the Commercial Applicator Certification at the end of the program.

Fertilizer use shall be kept to a minimum in effort to prevent pollution and runoff in local ponds and streams. Only phosphate free and non-carcinogenic fertilizers from the approved chemical list below shall be applied on the grounds. Application Contractor shall assume responsibility for administering the application of fertilizer on the building grounds. Contractor will work with OCCC Facility Maintenance staff to optimize.

a. Performance Metric

The practices listed below will be implemented. If 100% adoption of the practice is not met, the performance metrics indicated will be used to gauge performance against the implementation target. The performance metrics and implementation targets for each element are compiled in the following table and described in the sections following.

b. Compliance with County Ordinance

The following “highlights” are excerpts from Orange County Fertilizer Management Ordinance [2009-26] and must be complied with at all times. Application Contractor must be familiar with scope and refer to the ordinance language for explanation. Refer to source document for full scope.

Section 15-803. Weather and Seasonal Restrictions

- No fertilizer containing nitrogen shall be applied to turf unless at least fifty (50) percent of its nitrogen content is slow release as indicated on the Guaranteed Analysis label, with no more than one pound (lb.) total nitrogen per 1,000 square feet of area per application.

- No fertilizer containing nitrogen or phosphorus shall be applied to turf during severe thunderstorm, flood tropical storm, and hurricane warnings, watch or advisories:

Section 15-804. Fertilizer Content; Application Rate

- No fertilizer containing phosphorus shall be applied to turf. Provided, however, where phosphorus deficiency has been demonstrated in the soil underlying the turf by a soil analysis test performed by a State of Florida-certified laboratory

Section 15-805. Fertilizer-Free Zones

- No fertilizer shall be applied within ten (10) feet of any lake, pond, stream, water body, water course, wetland or canal.
- No fertilizer shall be deposited, washed, swept, or blown off – intentionally or inadvertently – onto any impervious surface, public right-of-way, public property, stormwater drain, ditch, conveyance, or water body

Section 15-806. Mode of Application. Broadcast spreaders applying fertilizers must be equipped with deflector shields positioned to deflect fertilizer from all impervious surfaces, rights-of-way, stormwater drains, ditches, conveyances, and water bodies.

Section 15-807. Grass Clippings and Vegetative Material/Debris.

- Grass clippings and/or vegetative material/debris shall not be deposited, washed, swept, or blown off – intentionally or inadvertently – onto any impervious surface, public right-of-way, stormwater drain, ditch, conveyance, or water body.

Section 15-809. Commercial Training Requirement-Proof of Compliance.

- References Green Industries Best Management Practices educational program for Green Industry workers

c. Practices to Optimize Fertilizer Use

OCCC considers the following practices as best practices for Landscape and Fertilizer contractors and expects them to perform and report on their efforts.

Contractor Certification & Initiatives

- Front line applicators are certified in the Green Industries Best Management Practices)
- Contractors shall demonstrate compliance and adoption of FL-DEP GI-BMP manual
- Contractors shall provide ongoing technical contributions to FL-DEP GI-BMP manual and training program.

- Contractors shall be Certified Statewide Instructors and education providers of the GI-BMP program
- Contractors shall be active partners in the EPA PESP program (Pesticide Environmental Stewardship Program).

Fertilizer Products & Chemicals

- Contractors shall minimize the use of chemical applications and use best judgment of when deemed necessary.
- Contractors shall prohibit chemical use containing nitrogen, high phosphorus, probable carcinogens and sensitizers that could easily move into groundwater.
- Contractors shall use of 100% Phosphorous free chemicals and only apply phosphorus when a soil test dictates the need.
- Contractors shall consider using low-phosphorus organic fertilizers when feasible, however to not violate the phosphorus guidelines in the Orange County Ordinance. Many organic fertilizers contain high levels of osphorus and would violate the Orange County Fertilizer Management Ordinance [2009-26] referred to above.
- Contractors shall minimize spills by mixing and loading concentrates at off-site central distribution center by a trained mixer/loader following a precise fill chart developed by Regional Technical manager.

Applicator Equipment - Shrubs, palms, and groundcover

- Contractor liquid spray equipment shall be configured to deliver large spray droplets to minimize drift. Equipment shall have dual line injection system which allows applying pesticides only when a pest is present or there is a history of pests.
- Granular products shall be applied with a rotary spreader with a deflector shield to keep products off of driveways, sidewalks, and other impervious surfaces.
- Contractor equipment fleet shall have an on-demand injection system to reduce the use of pre-mixtures of pesticides.

SECTION 10: LANDSCAPE BMPs METRICS

Function	Site Management Products/Materials	Performance Metric	Implementation Target
Landscape	Grass Clippings and Vegetative Material/Debris	No Debris deposited, washed, swept, or blown off onto any impervious surface, stormwater drain, ditch, conveyance, or water body	100 % Complete Adoption
Landscape	Manual Weeding and Pruning	Manual methods prior to mowing and ornamental plant maintenance.	100 % Complete Adoption

Landscape	Native & Florida Friendly Plantings	% of Managed Landscaped Areas	100 % Complete Adoption
Landscape	Returning loose clippings	% of returned or mulched grass clippings, small leaves and light pruning debris into lawn areas	100 % Complete Adoption
Landscape	Material/Debris Diversion	% of quarterly landscape waste and debris diverted from landfill	100 % Complete Adoption
Landscape	Onsite Fuel spill prevention	80% Offsite fuel mixing and filling	80% of the time
Landscape	Litter removal	100% removal of litter around entire site	100% of the time

REFERENCES

1. Orange County Fertilizer Management Ordinance [2009-26] passed October 6, 2009
2. Florida Department of Environmental Protection (FDEP) Stormwater Plan
3. EPA 2003 Construction General Permit:
<http://cfpub.epa.gov/npdes/stormwater/swppp.cfm>
4. FLDEP 2009 Construction Generic Permit:
<http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>
5. Orange County Environmental Protection Division NPDES Permit Guidelines:
6. <http://www.orangecountyfl.net/YourLocalGovernment/CountyDepartments/CommunityandEnvironmentalServices/EnvironmentalProtectionDivision/Sections/LandandWaterResources/ForContractorsandFacilityManagers.aspx>
7. OCCC Construction Stormwater Plan
8. OCCC Stormwater Operations and Maintenance Annual Inspection Checklist.
9. UF-IFAS Green Industries Best Management Practices Educational Program
http://fyn.ifas.ufl.edu/professionals/BMP_overview.htm
10. UF-IFAS Green Industries Best Management Practices Training
<https://gibmp.ifas.ufl.edu/>
11. *Florida Native Plant Society – Native Planting Database*
http://www.fnps.org/pages/plants/plants_by_county.php?county=OSCEOLA FDEP and UF-IFAS Florida Yards Florida Yards Program
<http://www.floridayards.org/fyplants/index.php>
12. The Lady Bird Johnson Wildflower Center, The University of Texas at Austin: Native Plant Database <http://www.wildflower.org/plants/>
13. Least-toxic pesticides are defined by: City of San Francisco's Hazard Tier 3 criteria (least hazardous):
www.up3project.org/documents/2007rpplbyaicomplete.pdf.

Attachment 2 – OCCC Landscaping Samples – 4 Star Quality

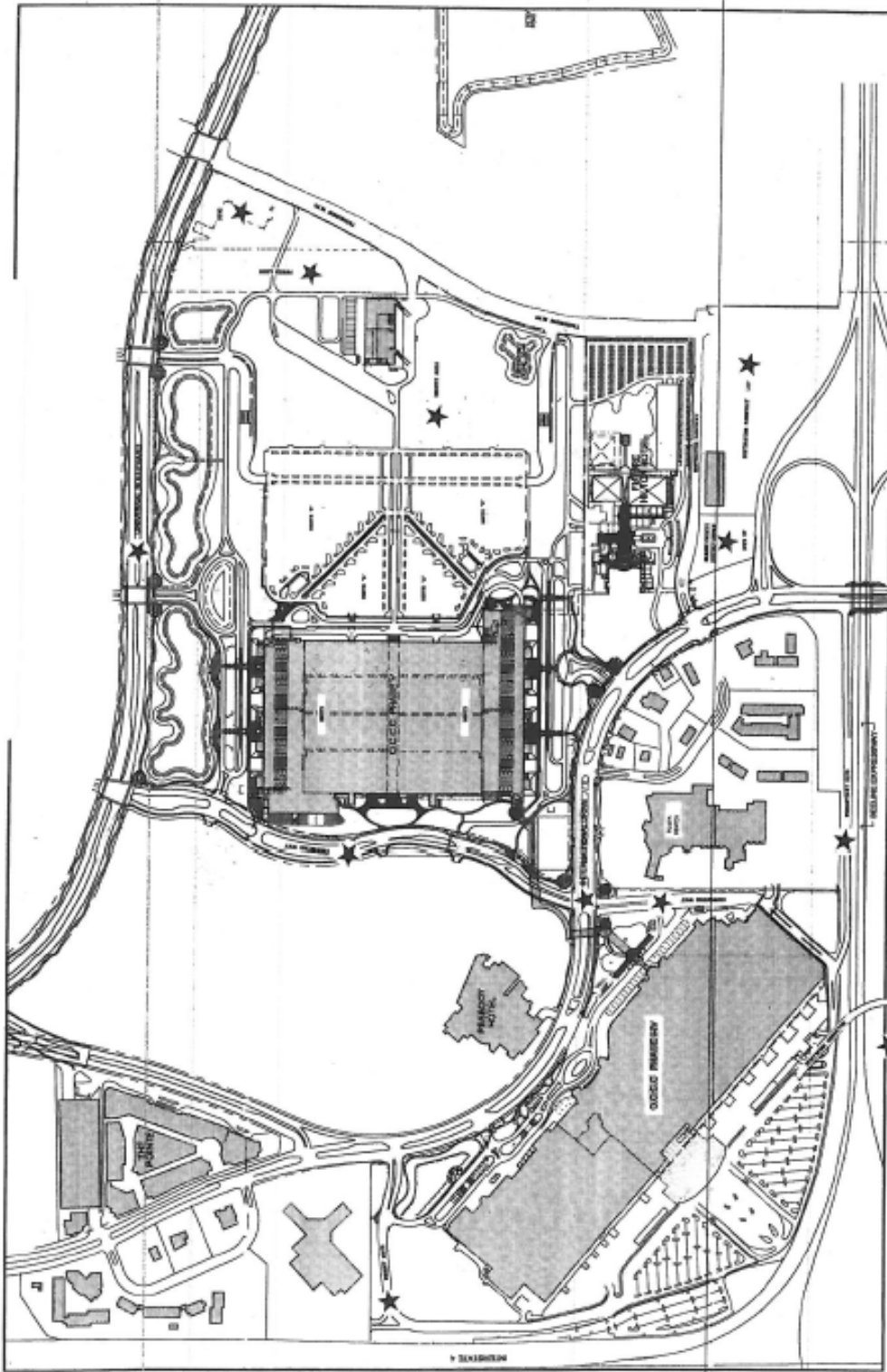






ATTACHMENT 3
SITE MAPS

OCCC SITE MAP



Orange County Convention Center
Site Plan





OCCC WEST BUILDING



CCCC NORTH/SOUTH BUILDING



REMOTE AREA



ORANGEWOOD LOT



FREIGHTWAY BLVD.



TRADESHOW BLVD.



CONVENTION WAY



WESTWOOD CONNECTOR



TAXI CAB STAGING AREA



POWER LINE



DESTINATION PARKWAY

**ATTACHMENT 4
PARKING PASS AND MAP**

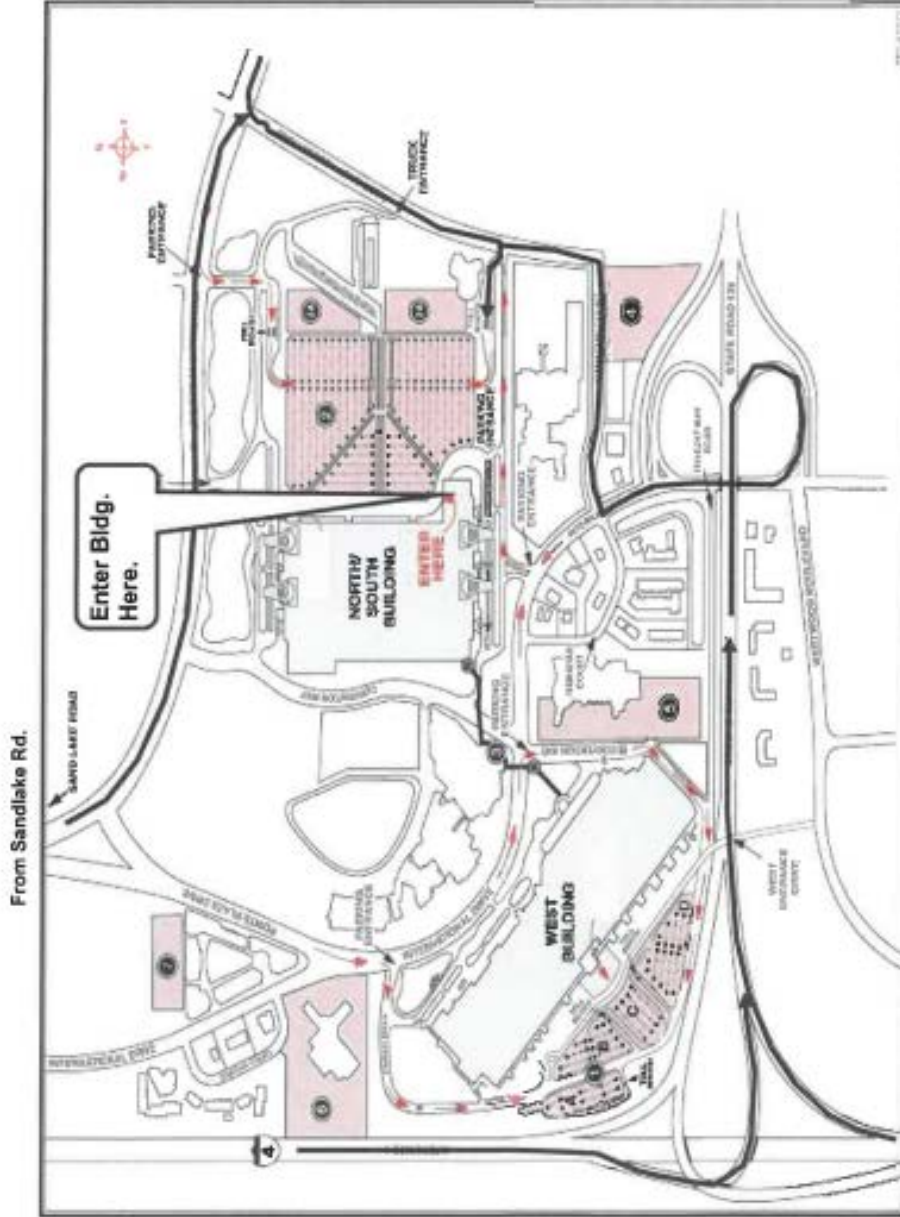
PARKING PASS

This pass allows bearer to free parking on the date listed below to attend the following event:

Landscape Management Services at OCCC - Prebid for Y19-1131-AV
SOUTH BUILDING, MEETING ROOM S230H

VALID ONLY ON AUGUST 20, 2019, FROM 2:30PM TO 4:00PM.

PLEASE PLACE ON THE DASH OF YOUR VEHICLE AFTER PASSING THRU TOLL BOOTH.



From I-4: Exit onto the B-line, 528 East, toward the airport. Exit on the International Dr. exit and turn right onto International Drive. At the second traffic light, turn right onto Destination Parkway and follow it around to the rear of the N/S parking facility. Enter the parking lot (on your left) in the first set of Tool Booths (South side). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first meeting room on your right is S230H.

From Bee Line West Bound: Exit onto Universal Boulevard and turn right (Northbound). Travel approximately 3/4 mile and turn left onto Tradeshow Blvd. and proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first meeting room on your right is S230H.

From Sandlake Rd: Turn left on to Universal Boulevard and travel approximately 1 1/2 miles, past the new North/South Building, and turn right onto Tradeshow Blvd. Proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first meeting room on your right is S230H.