



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

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

**INVITATION FOR BIDS #Y19-1158, LANDSCAPING AND GROUNDS
MAINTENANCE – CENTRAL DISTRICT AND 33RD STREET BUILDINGS
TERM CONTRACT**

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

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

BID SUBMISSION DUE DATE:

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, October 17, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-BID CONFERENCE:

A **Non-Mandatory Pre-Bid Conference** will be held on **Tuesday, October 1, 2019, 10:00AM**, located at Facilities Management Training Room **2010 East Michigan Street, Orlando, Florida, 32806**. Attendance is not mandatory but is encouraged.

NOTICE TO BIDDERS:

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

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Ana.Villalona@ocfl.net, no later than 5:00 PM **Wednesday, October 2, 2019** to the attention of Ana Villalona, Procurement Division, referencing the IFB number.

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**SECTION 1
GENERAL TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

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

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

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

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

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

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

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

2. QUESTIONS REGARDING THIS SOLICITATION

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

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

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

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

3. PRICE/DELIVERY

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

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

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

4. FEDERAL AND STATE TAX

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

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

5. ACCEPTANCE/REJECTION/CANCELLATION

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

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

6. NO BID

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

7. CONFLICT OF INTEREST

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

8. LEGAL REQUIREMENTS

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

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

9. RECIPROCAL PREFERENCE

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

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

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

10. GOVERNING LAW AND VENUE

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

11. JURY WAIVER

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

12. ATTORNEYS' FEES AND COSTS

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

13. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

14. MISTAKES

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

15. AVAILABILITY OF FUNDS

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

16. NON-DISCRIMINATION

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

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

17. BID TABULATION AND RESULTS

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

18. BID FORMS

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

19. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services

under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

20. POSTING OF RECOMMENDED AWARD AND PROTESTS

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

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

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

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

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

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

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

21. BID AND RELATED COSTS

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

22. CONTRACTUAL AGREEMENT

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

23. PUBLIC ENTITY CRIME

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

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

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

24. DRUG-FREE WORKPLACE FORM

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

25. SUBCONTRACTING

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

26. CONFLICT OF INTEREST FORM

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

27. ETHICS COMPLIANCE

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

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

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

28. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

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

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**
- D. Phone Number of Bidder**

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

29. COPIES

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

30. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

31. 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.

32. PAYMENT TERMS/DISCOUNTS

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

33. PATENTS AND ROYALTIES

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

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

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

34. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

35. CLARIFICATIONS

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

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

36. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

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

37. 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.

38. 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.

39. 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.

40. PRICING/AUDIT

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

41. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

42. 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.

43. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

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

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

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

44. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that

subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

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

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

45. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

46. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

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

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

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

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

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

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

Procurement of Recovered Materials:

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

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

47. SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

48. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County’s custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

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

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

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

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

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

4. AWARD

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

5. POST AWARD MEETING

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

6. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **ten (10)** calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

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

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

7. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within 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. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

8. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

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

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 3. The primary route of entry and symptoms of over exposure.

- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

11. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

12. CODES AND REGULATIONS

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

13. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Facilities Management Division Fiscal Office
Internal Operations Centre II
400 East South Street
Orlando, FL 32801
Phone (407) 836-0052

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 the Bid Response Form
5. Back-up invoice documentation with original cost

All invoices along with all necessary documents for payment shall be mailed or delivered to the appropriate location above. Unless authorized by the County Department as noted above or in writing, after contract award no invoices shall be sent via e-mail or fax. Invoices sent via e-mail or fax without the expressed authorization of the County Department shall be discarded.

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

14. DEBRIS

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

15. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

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

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

16. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than **\$1,000,000 (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 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 Orange County, Florida.

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

The certificate holder shall read:

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

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

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

17. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County for an initial period of one (1) year. The contract may be renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

18. PRICING

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

19. PRICE ESCALATION/DE-ESCALATION (CPI)

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

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

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

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

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

CPI-U Calculation Example:

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

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

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

20. METHOD OF ORDERING

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

21. **ATTACHMENTS**

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

- A. ATTACHMENT A - LANDSCAPE AND GROUNDS MAINTENANCE AERIALS
- B. ATTACHMENT B - LANDSCAPING AND GROUNDS MAINTENANCE SERVICE SCHEDULE
- C. ATTACHMENT C - LANDSCAPING AND GROUND MAINTENANCE SERVICE CONFIRMATION REPORT

22. **REQUIREMENTS CONTRACT**

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

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

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

23. **PERSONNEL**

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

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

24. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

25. BID PREFERENCE

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

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

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

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

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

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

1. OVERVIEW

The Contractor shall be responsible for maintaining the landscape and keeping grounds clean, neat, and well-tended at Orange County facilities. Work includes, but is not limited to, mowing, pruning, litter removal, irrigation system maintenance, as-needed fertilization and pest control services.

Orange County Facilities Management (FM) Division shall be the Administrator for this contract. The Contractor shall coordinate all work with the Facilities Management Special Service District Maintenance Coordinator.

Hours of Performance:

1. Standard Hours: The standard working hours are Monday through Friday, 7:00 AM to 5:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-standard working hours are Monday through Friday, 5:01 PM to 6:59 AM, weekends (Saturday and Sunday), and Orange County holidays.

The Contractor shall make available a 7:00 A.M to 5:00 P.M. contact person for emergency and non-emergency service, including repairs to the landscape or irrigation system. Contractor shall provide to the County's Representative a telephone number and email address for the Contractor's contact person.

2. STAFFING REQUIREMENTS

- A. The Contractor shall identify a primary contact person with whom the Contract Administrator may consult regarding contract performance throughout the entire life of the contract. The Contractor shall provide a working phone number, fax number, and e-mail address for this person. This person shall be reachable by phone at all times during standard business hours.

The Contractor shall immediately notify the Contract Administrator and Maintenance Coordinator in writing upon the replacement of the primary contact person. The name of the replacement contact person shall be provided at that time along with updated contact information.

The Contractor's primary contact person shall be available to make decisions on behalf of the Contractor including, but not limited to, changes in service and schedule.

- B. Effective communication with the County staff and building occupants is required to perform this Scope of Services. Therefore, the Contractor shall ensure that all points of contact and project managers are able to read, write, and speak English fluently.
- C. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.

- D. The Contractor shall not use employees of any temporary employment agency or casual/day laborer to supplement the work force in County buildings for any reason.
- E. Any subcontracting shall be requested in advance and permitted under the contract guidelines and included in Bid Response unit prices provided herein. All subcontractors shall have the prior approval of the County.
- F. Within ten (10) days of contract award, the Contractor shall provide a list to the Contract Administrator of all employees (including subcontractors) that will be performing work on County property. This list shall include the last name, first name, job title, and years of experience performing landscaping work. This list shall be maintained and updated for the life of the contract. It shall be Contractor's responsibility to notify the Contract Administrator of any additions or deletions to this list during the contract term.
- G. The Contractor shall ensure that all employees are properly dressed with a uniform shirt displaying the company name/logo. If required by the County site, a County issued ID will be issued to employees upon background check clearance. If an ID card is not required, all Contractor employees including subcontractor shall have a valid government ID at all times while performing work on County property.
- H. There shall be no smoking of any kind on County property at any time. Upon discovery of a violation, the County's Maintenance Coordinator will inform the Contractor of any employees not meeting these standards and may request immediate dismissal from the job site.

3. PERFORMANCE REQUIREMENTS

- A. All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the; (1) industry, (2) equipment and chemical manufacturers, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes including but not limited to:
 - Florida Department of Agriculture and Consumer Services (FDACS)
 - Pest Control Act, Chapter 482, Florida Statutes (F.S.).
 - Florida Department of Environmental Protection (FDEP)
 - United States Environmental Protection Agency (EPA)
 - Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry
 - Florida Nursery, Growers, and Landscape Association (FNGLA)
- B. It is the responsibility of the Contractor to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site. Violation by the Contractor, employees and/or subcontractor of the Contractor shall constitute cause for actions leading up to termination of the Contract.

- C. All services required under the contract 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, licensed or permitted under state and local law to perform such services.
- D. Any damages due to the services performed by the Contractor, subcontractor, and employees of shall be the responsibility of the Contractor.
- E. The County's Maintenance Coordinator, with advisement of the Contract Administrator, may request the Contractor remove any employee (including supervisor and subcontractors) if it is determined that services are not being performed in accordance with the terms and conditions of the contract.
- F. Work shall be scheduled to provide the least inconvenience to building occupants and visitors. All service visits shall be coordinated with the Maintenance Coordinator. The Contractor shall follow the directives of the Maintenance Coordinator with respect to scheduling services and any deliveries under this contract.
- G. The Contractor shall be required to attend any meetings requested by County as related to the contract.
- H. Services not performed in accordance to the content of this contract will be considered unsatisfactory, unacceptable, and might be subject to liquidated damages. Unsatisfactory or non-performance occurrences include but are not limited to:
 - 1) Services at a site were not performed in strict accordance with performance specifications and standards or not performed at the specified frequency.
 - 2) Services were not performed according to established Landscaping and Ground Maintenance Service Schedule, Attachment B.
 - 3) Damages caused by Contractor during performance
- I. In the event of non-performance or unsatisfactory performance by the Contractor or employees of (including subcontractors), the Maintenance Coordinator will have the right to exercise one of the following options:
 - 1) Notify the Contractor of non-performance/unsatisfactory performance and allow Contractor to correct such item of non-performance/unsatisfactory performance within a specified timeframe. Although the timeframe for making corrections may occur outside of the Contractor's normal working hours, the Contractor will not receive any further compensation.
 - 2) The Contract Administrator may request the Contractor remove any Supervisor or employee from the contract, if it is a personnel related issue.

The County reserves the right to correct any item of non-performance/unsatisfactory performance by any means it deems necessary. This includes using another vendor to correct the deficiency or non-performance per site per service period. Liquidated damages may apply according to Liquidated Damages Schedule (See INSPECTION PROCESS AND DEFICIENCIES)

- J. The Contract Administrator shall notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Procurement Division, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

5. SECURITY AND IDENTIFICATION

- A. Background checks for the Contractor's staff must be approved by the County prior to staff working in any County facility. All costs for background investigations shall be Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.
- B. The Contractor shall comply with the different security requirement for each County facility, including but not limited to:
- Orange County Courthouse (OCCH)
 - Orange County Correction Complex
 - Sherriff's Central Complex
- C. Background checks and additional security requirements are address in detailed in the Scope of Service, Supplemental Information. The Contractor is responsible for reading, understanding, and application of all contract terms.

6. TRAVEL AND PARKING

- A. The Contractor shall be responsible for all of its travel and per diem costs to and from the various County facilities. Travel time shall not be included when quoting and or invoicing for any services herein and shall not be compensated by the County under any circumstances. Billable time shall start at arrival at the job site where work is to be performed.
- B. The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified.

7. LANDSCAPING - GENERAL REQUIREMENTS

The Contractor shall provide and include in Bid Response unit prices all labor, materials, supplies, equipment, tools, transportation, litter/debris removal, related disposal fees, and supervision to provide all of the grounds maintenance services herein.

- A. The Contractor shall follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.

- B. During the course of the contract, the County reserves the right to add or delete service locations at the County's discretion. The County will obtain a quote from the Contractor for any new sites to be added to the contract. The quote provided by the Contractor shall be compared to locations of similar size, scope, and complexity as locations on the bid response form. Quoted pricing shall be justified against locations of similar size, scope, and complexity.
- C. Grounds shall at all times be kept clean, neat and well-tended. At no time shall the Contractor allow leaves, rubbish, plant or shrub clippings, tree limbs or other debris be allowed to accumulate on the grounds, garden beds, signs and parking areas. All organic trash, including grass clippings from mowing and edging, shall be blown from all sidewalks, entryways, steps, plazas and parking lots, and then removed from premises. Care shall be taken to prevent the "sandblasting" of vehicles etc. parked or around areas being blown off.
- D. If any plant or lawn area dies or becomes weak or unsightly due to the negligence or improper maintenance procedures on the part of the Contractor or any subcontractor, based upon generally accepted landscape maintenance practices and notwithstanding any section of the scope of services, the Contractor shall bear the cost to replace such plant or lawn area.
- E. The Contractor shall inspect the entire property, including turf areas, shrubs, trees, mulch, and annuals on a weekly basis for any pest infestation. The Maintenance Coordinator or designee shall be informed via email of all infestations discovered. The Contractor shall provide spot treatment of fire ant mounds/infestations under this contract.
- F. The Contractor shall notify the Maintenance Coordinator via e-mail of any irrigation system problems, as well as any additional problems encountered and the appropriate corrective action plan.
- G. It shall be the Contractor's responsibility to provide proof of service completion as required by the County. The Contractor shall submit a signed weekly Service Confirmation Report (Attachment C) to the Maintenance Coordinator indicating what dates service were performed at each location. The Service Confirmation Report shall be submitted within two (2) calendar days after the end of the service period. A copy of each Service Confirmation Report shall be submitted with the monthly invoice for payment.
- H. The Contractor shall take time stamped photographs or work completed and keep photographs as record of each service performed. These photographs shall be kept on file with the Contractor for a minimum period of sixty (60) days following service completion. These photographs are to be provided to the County within twenty-four (24) hours of request.

8. SERVICE PERIODS AND FREQUENCY OF SERVICE

The service cycle herein shall be based on the calendar (one month = one service cycle, there are twelve (12) service cycles per year) for invoicing purposes. However, the service period shall be weekly (52 service periods annually). Frequency of routine services shall be weekly or bi-weekly depending on the location, type of service required, and seasonal variations.

A. Central District and 33rd Street District

The Contractor shall be onsite a minimum of once weekly during non-standard hours to perform all Contracted services with the following exceptions:

- The Michigan Street Complex - The Contractor shall be onsite a minimum of twice weekly to perform-services. This site visit frequency is not dependent upon the mowing schedule as identified herein. The Contractor shall provide these minimum number of site visits throughout the year. All site visits shall be scheduled and confirmed with the Maintenance Coordinator.
 - At minimum, one (1) visit during the weekend (Saturday and/or Sunday only) for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc.
 - At minimum, one (1) visit during standard hours for the detailing of flower beds, lawns, walkways, etc.
 - During standard hours visit(s) the Contractor shall check in with the Maintenance Coordinator prior to start of service and check-out with the Maintenance Coordinator prior to departing for the day.
- Great Oaks Village Complex - Great Oaks Village Complex shall be mowed during standard hours. This requirement is subject to change at any time. In the event mowing needs to take place during non-standard hours, there shall be no additional compensation. Until otherwise directed by the Maintenance Coordinator in writing, mowing shall occur during standard hours.
- The Sheriff Central Complex Fleet Services – may be serviced during standard hours or non-standard hours on weekdays only (Monday through Friday) until 10:00 P.M.

For sites scheduled for services during standard hours, the Contractor shall ensure that noise levels, dust, and debris are kept to a minimum and are of no disturbance to County operation, staff, visitors, and vehicles. The Contractor's failure to adhere to this requirement may result in a mandatory schedule changes and unsatisfactory service reports.

The Maintenance Coordinator reserves the right to authorize and disallow the types of equipment that may be used to perform services during standard and non-standard hours.

The Contractor's failure to adhere to requirement in this section may result in deductions to the Contractor invoice payment(s) according to the Deficiency Deduction Schedule.

9. COORDINATION OF SERVICES

- A. The Contractor shall visit each property to inspect, maintain, and/or service the associated facility herein. It shall be the Contractor's responsibility to verify the size of the areas to be maintained in reference to this contract.

- B. The County's Ground Maintenance Coordinator shall provide a service schedule with preferred reoccurring weekly service days to Contractor. The Contractor shall be afforded the opportunity to suggest changes to this schedule. The finalized schedule shall be regenerated each month and shall govern the Contractor's activities for the duration of the contract. Any change request to this schedule by the Contractor shall be submitted to the Contract Administrator and Maintenance Coordinator for approval a minimum of thirty (30) days prior to the change effective date. Approval of any changes shall be contingent upon the County's operational requirements.
- C. The Maintenance Coordinator reserves the right to make changes this schedule depending on location activities or changes in operational requirements. Advanced notice of any changes to the recurring schedule by the Maintenance Coordinator shall be communicated to the Contractor as soon as they become apparent.
- D. The Contractor shall coordinate the delivery of services with the Maintenance Coordinator or authorized designee. All services shall be performed per the service schedule unless otherwise authorized by the Maintenance Coordinator in writing.
- E. Services shall be ordered by County issued delivery order. Unless it's an emergency service as declared and requested by the County, no service shall be rendered without receipt of a Delivery Order.
- F. Upon receipt of a Delivery Order, the Contractor shall ensure that locations for scheduled services are listed on the delivery order prior to start of work. Failure to do so may result in delayed or non-payment for services performed.
- G. If Contractor was not able to provide service to a contracted location for any reason, the Contractor shall immediately notify the Maintenance Coordinator. Notification to the Maintenance Coordinator may be verbal, however, the Contractor shall follow-up via e-mail to the Maintenance Coordinator and Contract Administrator within twenty-four (24) hours of the verbal notification. The Contractor shall provide justification for the non-performance and new service date within the same service period (weekly or bi-weekly dependent of time of year and service to be performed). Justification is subjected to approval by the County on a case by case basis. The Contract Administrator shall make the determination if deductions shall be applied to the Contractor's invoice.
- H. Foreseeable circumstances that may cause services not to be performed shall be communicated to the Maintenance Coordinator as soon as they become apparent to the Contractor. The Contractor shall notify the Maintenance Coordinator of the new time and date service will be performed within the same service period (weekly or bi-weekly dependent of time of year and service to be performed).
- I. Routine work that must be performed outside of normal or scheduled working hours and/or days shall be the same cost to the County as routine service (there is no overtime for routine work) minus any applicable deductions as specified herein. Work outside of normal working hours or scheduled service day(s) are subject to approval by the County and shall be coordinated and authorized by the Maintenance Coordinator prior to performance.

- J. This is a performance-based contract. The lack of inspections by the County or any error or omission in these specifications shall not relieve the Contractor of its obligation to perform landscape management services in accordance with this Contract.
- K. The Maintenance Coordinator or designee reserves the right to conduct random site performance inspections with or without the Contractor's knowledge and/or presence.

10. INSPECTION PROCESS AND DEFICIENCIES

- **Deficiencies** herein shall be defined as the Contractor's failure to provide services according to the contract specifications, including but not limited to, unauthorized partial mowing and/or detailing, servicing during unauthorized days and/or timeframe, and failure to provide worksite clean-up as required herein.
- **Missed service** shall be defined as the Contractor's failure to perform any service by scheduled date without authorization by County per the contracted terms.
- **Non-performance** shall be defined as the Contractor's failure to perform scheduled service and/ or correct a deficiency within the same service period (weekly or bi-weekly dependent on location, service, and time of year) for any reason per contracted terms.

A. On Site Inspections Process:

- 1) The County will perform quality control, random inspections to a completed site after the scheduled service date and time.
- 2) The County will notify the Contractor in writing of any site deficiencies and liquidated damages.
- 3) If no deficiencies are present and the work is approved for the service period, the County shall authorize payment in full for that service period.

B. Remote Inspection via Photo Verification Process:

- 1) Remote inspection via photo verification may be used in place of on-site inspection at the discretion and direction of the Maintenance Coordinator. The County reserves the right to request date and time stamped photographs at any time.
- 2) The Contractor shall notify the County in writing that service is complete upon completion of the service.
- 3) The notification shall be received no later than 12:00 PM the following day of service and shall include a dated and timestamped photograph of the serviced site (s) as proof of completion.
- 4) If the work is approved for the site, the County shall authorize payment for that site.
- 5) If deficiencies are found, the County will follow the processes outlined below.

C. On-site Inspection Deficiencies Process:

- 1) If deficiencies are found at the inspected site, the Contractor shall be responsible for correcting those deficiencies at the Contractor's expense upon notification by the County. The deficiency may be subjected to liquidated damages.
- 2) Depending of the magnitude of the deficiencies, the Maintenance Coordinator may use the Remote Inspection via Photo Verification Process for the re-inspection. Upon the cure of the deficiency, the Contractor shall notify the Maintenance Coordinator via e-mail, with the site name in the heading, by 5:00 PM the same day the deficiency was corrected.
- 3) If the County discovers all deficiencies have not been corrected, the County may impose liquidated damages as outlined in the Liquidated Damages Schedule until the service is compliant with the contract.
- 4) It shall be the Contractor's responsibility to notify the County's Maintenance Coordinator of deficiency corrections for review and approval of the correction. Failure to do so may result in liquidated damages as outlined in the Liquidated Damages Schedule.
- 5) The liquidated damages may be deducted from the payments owed to the Contractor for the deficient site or total monthly cost for all sites.

D. Missed Service and Non-Performance Process:

- 1) In the event that the Contractor did not perform a service during the service period as scheduled or correct a deficiency, the County may impose liquidated damages as outlined in the Liquidated Damages Schedule below. The amount to be deducted for non-performance per week shall be equal to the weekly price. $\text{Annual Price}/52 = \text{Weekly Price}$. Annual price shall be according to the Bid Response Form. Payments will not be made to the Contractor for non-performance of service.
- 2) Failure to perform by the scheduled service date without prior knowledge and approval by the County's Maintenance Coordinator may be considered missed service. The County may impose liquidated damages until services are corrected. The County reserves the right to hire another contractor to correct the deficiencies. In the event the County hires another contractor to correct the deficiencies, the Contractor shall be responsible for reimbursement to the County of the difference in the cost for services at the newly hired contractor rate and the contracted rate for the same service(s) under this solicitation.

| Liquidated Damages Schedule | | |
|--|---|--|
| Deficiency (per site) | Condition | Action |
| Service Deficiencies and Missed Services | Deficiencies found/or service not performed on scheduled date (unauthorized) | Contractor shall correct deficiencies without additional compensation within two days <u>and</u> within the same service period. The Contractor's failure to correct deficiencies may result in an Unsatisfactory Service Report. Liquidated damage as assessed to offset inspection labor and resources used such as vehicle usage and fuel for inspection/re-inspections. |
| | Deficiencies found/or service not performed on scheduled date (unauthorized) and <u>not</u> corrected within the same service period. | The Contractor's failure to correct the deficiencies within the same service period may result in a \$25 liquidated damage deduction per deficient site, per service period. Liquidated damage as assessed to offset inspection labor and resources used such as vehicle usage and fuel for inspection/re-inspections. |
| Non-Performance | Scheduled service not performed (unauthorized) | The Contractor's failure to perform a scheduled service may result in a \$50 liquidated damage deduction per site, per service period. The maximum liquidated damages for non-performance shall be \$500. In addition the Contractor will not receive payment for the site(s) in which the non-performance occurred. |
| | Another vendor is used to perform service. | In addition to the liquidated damage for non-performance as stated above, the County may apply an additional \$100 in liquidated damages to offset labor cost and resources to solicit a new vendor. The Contractor shall be responsible for the difference in cost between the contracted rate and the rate charged by the alternate vendor. If the alternate vendor's rate is less, the Contractor shall only be responsible for non-performance liquidated damages. |

County staff is used to correct a deficiency or perform work due to the Contractor's non-performance.

If the County's resources are used to perform services, in addition to liquidated damages for non-performance, the County may assess an additional \$100 in liquidated damages to offset labor cost and resources to plan and arrange for service performance.

11. EMERGENCY SERVICES

The Contractor shall respond to emergency service requested by the County. Emergency service includes, but is not limited to, emergency due to hurricanes or other natural disasters.

- A. Contractor shall provide and maintain a current list of emergency numbers for emergency response seven days per week from 07:00AM to 5:00 PM.
- B. The Contractor shall respond by visiting the location within two (2) hours of notification to evaluate the conditions. Contractor shall initiate remedial action as needed.
- C. If the emergency is due to an act of omission or lack of service on the part of the Contractor, services shall be rendered at no additional cost to the County.
- D. Should Contractor fail to visit the site within two (2) hours, the County reserves the right to take necessary measures to respond to the emergency, including contracting with another contractor as needed.
- E. Contractor shall provide invoice for service within twenty four (24) hours of service completion, or on the next business day if service occurred during a weekend or holiday.
- I. The Contractor shall not be responsible for acts of God, as determined by the County, such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services. If the Contractor is requested to provide debris clean-up unrelated to the Contractor's work at the required site, the Contractor shall invoice the County at emergency labor cost on the bid response form. The County is not obligated to use this service under this contract and reserves the right to acquire this service from another vendor.

12. LANDSCAPE AND GROUNDS MAINTENANCE SERVICES:

Property boundaries for routine landscaping and ground maintenance services are shown in **Attachment A, Landscape and Ground Maintenance Aerials.**

A. IRRIGATION (if applicable to location)

- 1) The Contractor shall report any irrigation system deficiencies immediately via email to the Maintenance Coordinator.
- 2) The Contractor shall make every effort to protect the irrigation system and all of its components against damage from landscape equipment (i.e. mowers, weed eaters). The Contractor shall replace any irrigation heads damaged by landscape equipment or by the actions of their employees, at no cost to the County.

- 3) Irrigation system maintenance may be required at the following site:
 - Public Works Complex
- 4) The irrigation systems shall be maintained by the Contractor upon request by the County. The Contractor shall maintain and adjust the irrigation system in accordance with the manufacturer's specifications.
- 5) Inspection shall include but not be limited to valves, coverage patterns, and rain sensor operation.
- 6) Minor adjustments and repairs to all heads, head/emitter cleaning or replacement, filter cleaning, and small leaks associated with heads and risers shall be the responsibility of the Contractor using replacement components that are the same type and size as those damaged or broken.
- 7) The Contractor shall clean sand and debris from in-ground utility covers including irrigation valves and quick coupling valves.
- 8) The Contractor shall make every effort to protect the irrigation system and all of its components against damage from landscape equipment (i.e. mowers, string trimmers).
- 9) If the irrigation system fails to work, due to the Contractor's negligent performance, it shall be the sole responsibility of the Contractor to keep the affected area's plants, grass, and trees watered on a regular basis by using whatever means necessary, until the system is functioning properly.
- 10) Maintenance and repairs to the irrigation system as described above, shall be requested on a time and material basis. A separate Delivery Order shall be issued for irrigation services as needed. No work shall be completed without a County issued Delivery Order.

B. MOWING

- 1) Mowing shall be required to sites listed under this contract **once per week from March 1 through October 31 and once every two weeks from November 1 through February 28** unless otherwise directed in herein or in writing by the Contract Administrator.
- 2) Mowing height for St. Augustine or Bahia turf shall be at three to four (3-4) inches.
- 3) Grass on the banks and bottoms of dry retention ponds, drainage ditches, and swales shall be maintained at a height of four (4) inches to maintain structural pond integrity. Contractor shall cut vegetation as close to the water line as possible. Care shall be taken so no cut vegetation enters the retention pond.
- 4) Mower blades shall be sharp at all times to provide a quality cut.
- 5) It shall not be necessary to remove grass clippings as long as no readily visible clumps remain. If large grass clippings are present Contractor shall distribute by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor shall collect clippings until the disease is controlled.

- 6) All vegetative and non-vegetative trash and debris shall be picked up and removed from the property before mowing. Such trash or debris shall include, but not be limited to, bottles, cans, food wrappers, food containers, cigarette /cigar butts, newspapers, fallen limbs, etc.

C. TRIMMING AND EDGING

- 1) Edging shall be performed at each mowing cycle around all paved areas including, but not limited to, hardscapes such as curbs, sidewalks and streets, around plant beds, trees, valve and utility boxes using a wheeled or stick edger.
- 2) Trimming around plants and trees shall be by appropriate mechanical means or by hand weeding. Care shall be taken to ensure that string trimmers or other mechanical means do not injure or damage plants, shrubs, or trees.
- 3) Contractor shall clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.
- 4) Contractor shall not sweep, blow or otherwise dispose of clippings or mower deck discharge in storm drains or retention ponds.
- 5) When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes or pedestrian areas.

D. WEED CONTROL (DETAILING)

- 1) All tree/palm wells are to be kept weed free and clean at all times by the use of mechanical methods, chemical applications or a combination of both. NOTE: There are to be NO string trimmers used at the base of any tree or palm. If a chemical herbicide is applied, that dead weed will be required to be removed, by the next scheduled visit.
- 2) The Contractor shall control weeds in the landscape as part of the fertilization program. The Contractor shall control weeds in landscape beds or ornamental areas through mechanical removal, chemical applications or a combination of both. Any dead or dying vegetation over two (2) inches high shall be removed.
- 3) During each site visit, the Contractor shall remove and dispose of all vegetation including but not limited to noxious weeds, vines, seedlings, and plant sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all signs, trees, shrubs and plants.
- 4) Noxious Weed Control : Noxious Weed list can be found on the united States Department of Agriculture website at the following link:

<https://plants.usda.gov/java/noxious?rptType=State&statefips=12>

- 5) The Contractor shall be responsible for weed control by manual, mechanical, or chemical means for walkways, pavements, hardscape, etc. Chemicals used shall not contain any dye or compound which may discolor walkways, pavements, or hardscape.

- 6) The use of herbicides, which may damage nearby landscaping, shall not be used on windy days.
- 7) It shall be the responsibility of the Contractor to follow a routine that shall make certain there will be no visible weeds in any landscape bed, tree/palm well, Parking Lot Island, and concrete or sidewalk area.

E. TREE PRUNING

- 1) Contractor shall prune and trim trees fifteen (15) feet above ground level, irrelevant to the total tree height or specimen.
- 2) Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All tree pruning shall encourage a single leader and develop a healthy branching structure. Crape myrtles shall only be tip pruned with hand pruners on branch diameters of 1/2 inch or less during the dormant winter period.

Flowering shrubs shall not be pruned until after the bloom cycle. If a plant species blooms year round, then pruning shall be performed in the spring after the first flush of blooms.
- 3) Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the Maintenance Coordinator or his designee.
- 4) Pruning shall include but not be limited to removal of vegetation which is dead, damaged or diseased.
- 5) All trees and large shrubs (crape myrtles) shall be kept sucker and water sprout free. Side shoots and branches may be “headed back” but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.
- 6) The Contractor shall remove all pruned materials and debris from the site after each site visit.
- 7) Contractor shall follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.
- 8) Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, will be at the County’s expense.

F. MULCHING

- 1) All mulched beds shall have all weeds and trash removed to maintain the landscape in an attractive condition. Hand weeding shall be performed if needed. All mulch shall be provided by the Contractor at the Contractor’s expense and shall be maintained at a (one) 1-inch depth, maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be replaced as follows:
 - a. Lot A (Downtown District) shall be replaced a minimum of twice per year (March and September).

- b. All other Lots/Locations with existing mulched areas shall be replaced a minimum of once per year (March).
- 2) The Contractor shall provide a re-mulch schedule notification to the Maintenance Coordinator five (5) working days prior to install.
- 3) Mulch shall be pine bark in all landscape beds and paths.
- 4) Mulch shall not be applied within two (2) inches of plant trunks or stems, nor shall mulch be placed on top of any part of any plant.
- 5) Prior to any mulching the Contractor at the County's request, shall remove excess layers of mulch.
- 6) Isolated trees and shrubs growing in turf areas require a one (1) foot diameter mulched area around them to avoid injury from mowers and string trimmers.
- 7) Mulch installation should only be in the designated mulch area. All trash related to the application of the new mulch is to be removed from the job site and disposed of properly.

13. FERTILIZATION AND PEST CONTROL– AS NEEDED

Fertilization and Pest Control shall be ordered and authorized on an as-needed basis.

A. PEST CONTROL

Pest Control shall be ordered and authorized on an as-needed basis. The Contractor shall provide a quote upon request from the County for this service per the unit price on the bid response form. No work shall be performed without a separate delivery order.

- 1) Application must comply with manufacturer's recommendations. Every chemical substance used must be on the list of chemical substances or have been submitted for inclusion on such list, as compiled by the Environmental Protection Agency (EPA) pursuant to the Toxic Substances Control Act and in compliance with all Federal, State and local pesticide laws. Materials and application shall meet all State and Federal Health and Safety Laws currently in effect. Material Safety Data Sheets must be submitted in writing thirty (30) days after NTP is issued for chemicals intended for use. All chemicals used must carry an EPA approved number.
- 2) Pest Control shall be performed according to Integrated Pest Management Strategies to control all insect, weed and pest problems as defined by Chapter 482, F.S. If necessary, the Contractor shall provide separate programs for each area to control infestation of mole cricket, chinch bug, and other pests on Bermuda, Bahia and St. Augustine grass areas. If such program(s) does not eliminate pests, the Contractor shall provide a new program(s) at no additional cost to the County. In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected at the Contractor's expense. Submission of such pest control program shall not imply, directly or indirectly, the County's approval or disapproval of the program.

- 3) Such program shall include, at a minimum, the following:
 - As needed appropriate insecticides at the same time as fertilization.
 - The Contractor shall inspect the entire property, including turf areas, shrubs, trees (including palms), mulch, and annuals on a weekly basis for any pest infestation. All infestations, including disease, weeds, fire ants, or other pests, shall be treated immediately. The Maintenance Coordinator shall be informed via email of infestations discovered and treatments applied.
 - Plants shall be routinely monitored for populations of damaging insects.
 - Pesticides are used only when damage is likely and are applied only to the affected plant or area. The least toxic pesticide shall be used to effectively control the pest.

B. FERTILIZATION

Fertilization shall be ordered and authorized on an as-needed basis. The Contractor shall provide to the County licensure and picture of decal on the company truck with truck number/license plate. The Contractor shall provide a quote upon request from the County for this service per the unit price on the bid response form. No work shall be performed without a separate delivery order.

- 1) The Contractor shall adhere to the Orange County Fertilizer Management Ordinance as noted in Chapter 15 of the Orange County Code inclusive of all amendments. The Contractor shall be responsible for any fines levied due to non-compliance.
- 2) The Contractor shall provide the applied fertilizer label to the Maintenance Coordinator prior to application.
- 3) Turf around sprinkler heads shall not be treated with a non-selective herbicide (Non-Selective: An herbicide formulated to control both broadleaf and grass weeds.).
- 4) All fertilizers shall be applied to dry surfaces and blown or swept off any hardscape areas and into lawn areas or plant beds or picked up and removed from the site.
- 5) Fertilizers shall be broadcast over the entire planting bed and kept away from tree trunks.
- 6) The Contractor shall fertilize all landscape beds and grass/turf areas per the Orange County ordinances.

14. USE OF CHEMICALS

All chemicals and methods utilized shall be in compliance with all applicable Federal, State and local Health, Welfare, Environmental, and Sanitation Laws.

- A. Pesticides should be used only if adequate control cannot be achieved with nonchemical methods. This is part of the routine service.

- B. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
- C. The Contractor shall provide labels and Safety Data Sheets (SDS) for every pesticide used on any County property. Copies shall be maintained by the Contractor. All pesticides shall be approved by the Maintenance Coordinator or authorized County Representative in writing prior to use.
- D. Pesticides shall not be stored on any County site.
- E. Unless absolutely necessary, pesticides shall not be applied where employees are present. Prior authorization by the County is required.
- F. Insecticides shall be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.

15. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to comply with the requirements of the contract that are as specified.

- A. Inspection System: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Facilities Management staff identifies the deficiencies.
- B. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.
- C. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the Contract Administrator upon request.
- D. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

16. RECORDING KEEPING AND REPORTING

- A. The Contractor shall submit the Service Confirmation Report (Attachment C) to the Maintenance Coordinator and Contract Administrator via fax or email within two days of completion of service for each weekly service period.

The Contractor shall also include any observations of abnormal conditions.

B. By the fifth (5th) day of each month, the Contractor shall submit the following reports. No reports are necessary if services were not performed in the prior month.

1) As Needed Fertilization and Pest Control:

- Dates of application
- Product applied
- Total amount of product applied and rates of application

2) Irrigation Report

- System testing performed
- System conditions observed
- Repairs performed
- Repair Recommendations

17. INVOICING REQUIREMENTS

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

At minimum, an invoice shall contain the following information:

Routine Services

(mowing, weed control/detailing, tree pruning)

- Purchase/Delivery order number;
- List of Locations and monthly unit price per Delivery Order
- Signed weekly Service Confirmation Reports for corresponding billing cycle ((Attachment C)

Additional Services

(mulching, fertilization and pest control, irrigation services)

- Purchase/Delivery Order number
- Labor hours shall be combined and rounded to the nearest thirty (30) minutes.
- Itemized list of materials or services rendered;
Quantities, prices, (both unit price and total), terms and any other charges contained in the delivery or purchase order;
- Destination of delivery or service location
- Applicable sales tax should be listed separately
- Markdown/mark-ups shall be listed as a line item on the invoice.
- Approved shipping charges should be listed separately from the materials and supplies.

B. Emergency and additional services shall be invoiced separately from routine weekly work.

- C. For additional services (mulching, fertilization and pest control, irrigation maintenance and repairs):
- 1) Invoices shall itemize labor and material cost per contract pricing. The Contractor shall provide a copy of the service ticket with the invoice for verification of actual labor hours and parts or supplies used on the job. Contractor shall submit complete documentation to include details of the repairs, parts/materials used, and confirmation that the work was completed. The Maintenance Coordinator may sign or initial service tickets only as acknowledgement of receipt of service.
 - 2) Service shall be invoiced according to the bid item sheet. There shall be no overtime allowed for services performed during standard and non-standard hours. Service does NOT include travel time. Only properly documented on-site time will be compensated.
 - 3) Markups or markdowns shall be applied only to price for parts or approved supplies, exclusive of include sales tax and shipping charges.
 - 4) The County shall review invoices for required information. The County shall have the authority to reject an invoice based on improper invoice format.
- D. Contractor shall not invoice the County for any services not accepted by the County and for any diagnostic errors on the part of the Contractor. Should the County receive such invoices, they shall be rejected.
- E. Unless otherwise authorized by the corresponding department in writing, delivery of invoices and back-up documentation via e-mail and/or fax is not allowed under this contract.
- F. The Contractor shall submit monthly statements of unpaid invoices to each department ordering services under this contract.

At minimum, the statement shall contain the following information:

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

Statements should be sent to the corresponding ordering department, fiscal department, and contract administrator by the 15th of each month for service performed in the prior month and as requested by the County.

**SCOPE OF SERVICES
SUPPLEMENTAL INFORMATION**

1. SECURITY AND IDENTIFICATION

- A. All costs for background investigations including state and national finger-printing-based record checks shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. The Contractor shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense, including any security clearance required by the Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit them to County for determining whether the employee is allowed to work for in a particular facility.

Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

For all Contractor's staff that will be working at Orange County facilities – a Criminal History Check, conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the contractor), is required. Contact Bruce.Heffelbower@ocfl.net for specifics before completing the check.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following:
EXEMPT

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results.

Upon Background Check approval the County will provide authorization to obtain a badge if necessary. Upon authorization by the County, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.

The Contractor shall compiled a list of all employees first and last name along with I.D. badge numbers (if applicable) upon issuance of an ID badge to the Contractor's employee. The Contractor shall provide an updated list to the Contract Administrator each time a new employee hired unto the contract or terminated.

- C. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on County premises.
- D. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
- E. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the Facilities Management Division Contract Administrator.

If keys are required, the County shall assign keys to Contractor. The Contractor shall be required to sign for these keys and shall be responsible for them for the life of the contract. Under no circumstances shall the Contractor or any of its employees have duplicate keys made. Should duplicate keys be made or if the original set is lost, the Contractor shall be responsible for all costs associated with re-keying the facility in addition to any applicable contract deductions.

- F. Failure by the Contractor to return badges for any reason will result in a \$25.00 fee which may be deducted from any payment due the Contractor at any time during the contract or after contract end.
- G. Sixty (60) days prior to each Contract end, the Contractor's Orange County photo ID badge and keys will be inventoried by the Facilities Management Division. At that time, the Contractor will be advised of any missing keys and ID cards. If any ID Cards and keys are missing, the Contractor will be charged. However, the County may charge and collect these fees at any time during the contract.
- H. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- I. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- J. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**

(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

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

STATEMENT OF NO-BID

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

SUBMITTAL LABEL:

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

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

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Ana Villalona**
IFB NUMBER: **Y19-1158-A V**
TITLE: **LANDSCAPING AND GROUNDS MAINTENANCE –
CENTRAL DISTRICT AND 33 STREET BUILDINGS**

BID DUE DATE: _____

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

QUALIFICATION OF BIDDERS

PRE-BID CONFERENCE:

[] 1. NON-MANDATORY PRE-BID CONFERENCE

All interested parties are invited to attend a **Pre-Bid Conference** on **Tuesday, October 1, 2019, 10:00AM**, located at Facilities Management Training Room **2010 East Michigan Street, Orlando, Florida, 32806**. Attendance is not mandatory but is encouraged.

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. 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 Invitation for Bids.

BID PACKAGE REQUIREMENTS:

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

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

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

[] 1. Reference Documentation Form
(Required)

A minimum of three (3) references shall be provided. References shall include the size and description of the units/buildings serviced, and how long your company has serviced the customer.

Acceptable references in this category would be commercial office complexes such as large apartment complexes, and governmental operations. At least two (2) of the references shall be customers that have used your company's services consecutively for two years or longer.

[] 2. Provide a statement affirming understanding of the Scope of Services. At minimum, bidder shall confirm that they will at all times employ sufficient manpower and have access to an adequate fleet and equipment to accommodate the terms of the contract.
(Required)

- [] 3. Provide copies of Limited Commercial Landscape Maintenance (LCLM) or Pest Control Operator (PCO) Lawn and Ornamental Licenses.
(Required)
- [] 4. Provide a copy of Limited Urban Commercial Fertilizer Applicator (LUF) license
(Required)
- [] 5. Submit proof, in the form of a business tax receipt or any other incorporation document that demonstrates that the Company has been in business providing landscaping services for at least five (5) years under the same company name.
(Required)
- [] 6. Bid Response Form
(Required)
- [] 7. Acknowledgement of Addenda
(Required if Applicable)
- [] 8. Authorized Signatories/Negotiators
(Required)
- [] 9. Drug-Free Workplace
(Required)
- [] 10. Schedule of Sub-contracting
(Required if Applicable)
- [] 11. Conflict/Non-Conflict of Interest Form
(Required)
- [] 12. E-Verification Certification
(Required)
- [] 13. Current W9
(Required)
- [] 14. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- [] 15. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- [] 16. Agent Authorization Form
(Submit if Applicable)
- [] 17. Leased Employee Affidavit
(Submit if Applicable)
- [] 18. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

- [] **19.** Contract Y19-1158, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

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

**BID RESPONSE FORM
IFB #Y19-1158-AV**

The Contractor shall provide all labor and other resources necessary to provide Landscaping services and equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Property boundaries for routine landscaping and ground maintenance services are shown in Attachment A, Landscape and Ground Maintenance aerials.

CENTRAL DISTRICT AND 33rd STREET LOCATIONS

| ITEM NO. | LOCATIONS | QUANTITY | UNIT OF MEASURE | UNIT PRICE PER MONTH | ESTIMATED ANNUAL PRICE |
|-----------------|--|-----------------|------------------------|-----------------------------|-------------------------------|
| 1 | Video Visitation 3000 39th Street Orlando, FL 32839 | 12 | MONTH | \$ _____ | \$ _____ |
| 2 | Sheriff Sector IV 2400 W. 33rd Street Orlando, FL 32839 | 12 | MONTH | \$ _____ | \$ _____ |
| 3 | Cassady Building 2450 W. 33rd Street Orlando, FL 32839 | 12 | MONTH | \$ _____ | \$ _____ |
| 4 | Public Works Complex 4200 S. John Young Parkway Orlando, FL 32839 | 12 | MONTH | \$ _____ | \$ _____ |
| 5 | Regional Computer Center 4300 S. John Young Parkway Orlando, FL 32839 | 12 | MONTH | \$ _____ | \$ _____ |
| 6 | Animal Services 2769 Conroy Road Orlando, FL 32839 *Includes west side entry way and Fenced retention pond | 12 | MONTH | \$ _____ | \$ _____ |
| 7 | Mosquito Control 2715 Conroy Road Orlando, FL 32839 *includes associated driveway entrances | 12 | MONTH | \$ _____ | \$ _____ |
| 8 | Michigan St. Complex 2010 East Michigan Street Orlando, FL 32806 | 12 | MONTH | \$ _____ | \$ _____ |
| 9 | Michigan St. Retention Pond 2010 East Michigan Street Orlando, FL 32806 | 12 | MONTH | \$ _____ | \$ _____ |
| 10 | Great Oak Village Complex & Cemetery 2010 East Michigan Street Orlando, FL 32806 | 12 | MONTH | \$ _____ | \$ _____ |

Company Name

BID RESPONSE FORM (Continued)

| ITEM NO. | LOCATIONS | QUANTITY | UNIT OF MEASURE | UNIT PRICE PER MONTH | ESTIMATED ANNUAL PRICE |
|----------|---|----------|-----------------|----------------------|------------------------|
| 11 | Ryan White Building 507 E. Michigan Street Orlando, FL 32806 | 12 | MONTH | \$ _____ | \$ _____ |
| 12 | Graphics Reproduction 3907 Forrestal Avenue Orlando, FL 32806 | 12 | MONTH | \$ _____ | \$ _____ |
| 13 | Medical Clinic 101 South Westmoreland Street, Orlando, FL 32805 | 12 | MONTH | \$ _____ | \$ _____ |
| 14 | Holden Heights Community Center 1201 20th Street, Orlando, FL 32805 | 12 | MONTH | \$ _____ | \$ _____ |
| 15 | Orange County Sheriff Hanger 3534 Amelia Street Orlando, FL 32803 | 12 | MONTH | \$ _____ | \$ _____ |
| 16 | Sheriff Central Complex 2500 West Colonial Drive Orlando, FL 32804 | 12 | MONTH | \$ _____ | \$ _____ |
| 17 | Juvenile Assessment Center 823 W. Central Blvd. Orlando, FL 32805 | 12 | MONTH | \$ _____ | \$ _____ |
| 18 | Vacant Property 3918 S. John Young Parkway Orlando, FL 32839 | 12 | MONTH | \$ _____ | \$ _____ |
| 19 | Escheated Tax Parcels 1043 25th St. Orlando, FL | 12 | MONTH | \$ _____ | \$ _____ |
| 20 | Escheated Tax Parcels 1408 35th St. Orlando, FL | 12 | MONTH | \$ _____ | \$ _____ |
| 21 | Escheated Tax Parcels 203 E. Fillmore Ave. Orlando, FL 32809 | 12 | MONTH | \$ _____ | \$ _____ |

Company Name

BID RESPONSE FORM (Continued)

| LABOR FOR ADDITIONAL SERVICES | | | | | |
|-------------------------------|--|---------------------------|-----------------|---------------------|------------------------|
| ITEM NO. | LOCATIONS | ESTIMATED ANNUAL QUANTITY | UNIT OF MEASURE | UNIT PRICE PER HOUR | ESTIMATED ANNUAL PRICE |
| 22 | Labor - Additional Services (ex: irrigation maintenance/repairs, addition or removal of mulch and plantings, etc.) | 100 | HOUR | \$ _____ | \$ _____ |
| 23 | Emergency Debris Clean-up | 75 | HOUR | \$ _____ | \$ _____ |

| ITEM NO. | DESCRIPTION | ESTIMATED BUDGET | X | UNIT PRICE (Percent) | ESTIMATED ANNUAL PRICE |
|----------|---|------------------|---|--|------------------------|
| 24 | <p>Parts/Materials Actual Cost with percent mark-up or mark-down over or under the actual cost (3rd party documentation required).</p> <p>Maximum of 10% allowed. Calculate as follows: Example: If the mark-up is 10% your calculation should be \$1,000 X 1.10 = \$1,100 OR If the mark-down is 10% your calculation should be \$1,000 X .90 = \$900</p> | \$1,000 | X | _____ % <input type="checkbox"/> Markup <input type="checkbox"/> Mark Down | \$ _____ |

| ITEM NO. | DESCRIPTION | ESTIMATED ANNUAL QUANTITY | UNIT OF MEASURE | UNIT PRICE PER HOUR | ESTIMATED ANNUAL PRICE |
|--|--|---------------------------|-----------------|---------------------|------------------------|
| 25 | Granular or Liquid Fertilizer Treatment (inclusive of chemicals) | 50 | HR | \$ _____ | \$ _____ |
| 26 | Turf Damaging Pest Control Treatment (inclusive of chemicals) | 50 | HR | \$ _____ | \$ _____ |
| 27 | Unforeseen Cost Reimbursement (tax and approved shipping) | | | | \$500 |
| ANNUAL ESTIMATED BID - ALL LINES (1-27) | | | | | \$ _____ |

Company Name

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

Performance shall be not later than ten (10) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Ana Villalona, Purchasing Agent, at Ana.Villalona@ocfl.net

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

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name Title Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

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

Type of Organization

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

State of Incorporation: _____

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

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

Federal I.D. number is: _____

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

REFERENCE DOCUMENTATION FORM

List a minimum of three (3) clients during the past three (3) years for which you provided a comparable amount of landscape maintenance services substantially similar to those specified in the solicitation in the spaces provided below.

1. Company Name: _____

Owner's Name: _____

Size and description of the units/buildings serviced: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Size and description of the units/buildings serviced: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number:

Email Address:

3. Company Name:

Owner's Name:

Size and description of the units/buildings
serviced:

Contract Amount:

Start and End Date of
Contract:

Contact Person:

Address:

Telephone Number:

Email Address:

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y19-1158-AV

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

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

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No. Y19-1158-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. Y19-1158-AV, Landscaping and Grounds Maintenance – Central District and 33rd Street Buildings**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Bidder's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

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

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

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

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

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

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

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

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

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

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

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

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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

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

AFFIDAVIT

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

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

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

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

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

Notary Public _____
Commission Expires _____

(Seal)



**CONTRACT NO. Y19-1158
LANDSCAPING AND GROUNDS MAINTENANCE-
CENTRAL DISTRICT AND 33RD STREET BUILDINGS**

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

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

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Orange County Facilities Management Division Fiscal Office
Internal Operations Centre II
400 East South Street
Orlando, FL 32801
Phone (407) 836-0052

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

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

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y19-1158, LANDSCAPING AND GROUNDS MAINTENANCE – CENTRAL DISTRICT AND 33RD STREET BUILDINGS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

(Name)

(Title)

DATE: _____

NOTICES: _____ (Address)

(Address)

(City, State Zip)

(Phone)

(Email)

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

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

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

6. Counterpart (2):

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

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y19-1158, LANDSCAPING AND GROUNDS MAINTENANCE-CENTRAL DISTRICT AND 33RD STREET BUILDINGS - Term Contract.**
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE.**
- C. The estimated contract award for the initial term of the contract is

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

ORANGE COUNTY, FLORIDA

BY: _____
Name, Title
Procurement Division

DATE: _____

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

ATTACHMENT A

LANDSCAPE AND GROUNDS MAINTENANCE AERIALS can be found at the following link:

<ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RFPs%20-%20Large%20Files/Y19-1158-AV/>

ATTACHMENT B

LANDSCAPING AND GROUNDS MAINTENANCE SERVICE SCHEDULE

IFB 19-1158-AV

Central District and 33rd St. District

Landscaping and Ground Maintenance Service Schedule

| Bid Item | Location Name | Service Times | Mon | Tues. | Wed. | Thurs. | Fri. | Sat | Sun |
|-----------------|----------------------------------|---|------------------|--------------|-------------|---------------|-------------|------------|------------|
| 1 | Video Visitation | Standard/Non-Standard | | | | | | | |
| 2 | Sheriff Sector IV | Standard/Non-Standard | | | | | | | |
| 3 | Cassady Building | Standard/Non-Standard | | | | | | | |
| 4 | Public Works Complex | Standard/Non-Standard | | | | | | | |
| 5 | Regional Computer Center | Standard/Non-Standard | | | | | | | |
| 6 | Animal Services | Standard/Non-Standard | | | | | | | |
| 7 | Mosquito Control | Standard/Non-Standard | | | | | | | |
| 8 | Michigan St. Complex | Non-Standard (Mowing) Standard (Detailing) | Detailing | | | | | Mowing | |
| 9 | Michigan St. Pond | Standard/Non-Standard | | | | | | | |
| 10 | Great Oat Village & Cemetery | Standard | Mowing/Detailing | | | | | | |
| 11 | Orlando United Assistance Center | Standard/Non-Standard | | | | | | | |
| 12 | Graphics Reproduction | Standard/Non-Standard | | | | | | | |
| 13 | Medical Clinic | Standard/Non-Standard | | | | | | | |
| 14 | Holden Heights Community Center | Standard/Non-Standard | | | | | | | |
| 15 | Orange County Sheriff Hanger | Standard/Non-Standard | | | | | | | |
| 16 | Sheriff Central Complex | Standard | Mowing/Detailing | | | | | | |
| 17 | Juvenile Assessment Center | Standard/Non-Standard | | | | | | | |
| 18 | Vacant Property | Standard/Non-Standard | | | | | | | |
| 19 | Escheated Tax Parcel | Standard/Non-Standard | | | | | | | |
| 20 | Escheated Tax Parcel | Standard/Non-Standard | | | | | | | |
| 21 | Escheated Tax Parcel | Standard/Non-Standard | | | | | | | |

Standard Hours = Mondays to Fridays, 07:00 AM - 05:00 PM

Non-Standard Hours = Mondays to Fridays, 05:01 PM to 06:59 AM, Saturday and Sundays, Orange County recognized holidays. Service date and times are subject to change based on County's operations. The County reserves the right to specify service time and dates as deemed necessary by the County.

ATTACHMENT C

Y19-1158-AV

**Landscaping and Ground Maintenance
Service Confirmation Report**

Contractor's Name:

Week Starting: _____

| Item | Location Name | Service Dates | | | |
|------|----------------------------------|---------------|-----------|--------------|-------|
| | | Mowing | Detailing | Tree Pruning | Other |
| 1 | Video Visitation | | | | |
| 2 | Sheriff Sector IV | | | | |
| 3 | Cassady Building | | | | |
| 4 | Public Works Complex | | | | |
| 5 | Regional Computer Center | | | | |
| 6 | Animal Services | | | | |
| 7 | Mosquito Control | | | | |
| 8 | Michigan St. Complex | | | | |
| 9 | Michigan St. Pond | | | | |
| 10 | Great Oat Village & Cemetery | | | | |
| 11 | Orlando United Assistance Center | | | | |
| 12 | Graphics Reproduction | | | | |
| 13 | Medical Clinic | | | | |
| 14 | Holden Heights Community Center | | | | |
| 15 | Orange County Sheriff Hanger | | | | |
| 16 | Sheriff Central Complex | | | | |
| 17 | Juvenile Assessment Center | | | | |
| 18 | Vacant Property | | | | |
| 19 | Escheated Tax Parcel | | | | |
| 20 | Escheated Tax Parcel | | | | |
| 21 | Escheated Tax Parcel | | | | |

Comments:

Contractor's

Signature: _____

Date: _____