



**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 #Y20-111-MV, TREE TRIMMING AND RELATED
SERVICES EXCEPT PARKS AND PUBLIC WORKS – ZONES 1 AND 4
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), Tuesday, September 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 **Friday, August 30, 2019, 2:00 PM**, located at **Orange County Facilities Management Special Services Conference Room 1944 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 Melisa Vergara, Senior Purchasing Agent at Melisa.Vergara@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Tuesday, September 3, 2019** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. NON-DISCRIMINATION

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

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 sub-recipient, 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.

22. DRUG-FREE WORKPLACE FORM

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

23. CONFLICT OF INTEREST FORM

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

24. 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.

25. **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.

26. **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.

27. **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.

28. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

29. PAYMENT TERMS/DISCOUNTS

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

30. PATENTS AND ROYALTIES

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

31. INDEMNIFICATION

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

32. CLARIFICATIONS

It is the 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.

33. 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.

34. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

35. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

36. SEVERABILITY

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

37. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing

the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

38. EMPLOYEES OF THE CONTRACTOR

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

39. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

40. CONTRACT CLAIMS

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

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

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

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

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

41. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

By submission of a 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.

42. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all 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.

43. FEDERAL REQUIREMENTS

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

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

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor

regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

For a definition of “Construction” see 48 CFR 2.101.

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or 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.

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

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

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

CAUTION

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

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

- A. Orange County **may be** receiving federal funding through **Federal Emergency Management Agency** for the services solicited in the Invitation for Bid (IFB). Accordingly, Orange County’s M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor/Sub-recipient partakes in five “affirmative steps” designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

- C. In order to adequately document that the bidder has fulfilled this requirement, if Sub-contracting, the bidder shall complete the provided “Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive.
- D. The County reserves the right to request the following validation documentation throughout the performance period of the contract:
 - 1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;
 - 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.
 - 3. Documentation of sources used to identify potential small and minority businesses and women’s business enterprises. A suggestion would be searching through the SBA’s Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- E. The County reserves the right to monitor the contractor/sub-recipient for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor/sub-recipient to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor/sub-recipient fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- F. **Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.**

45. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

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

46. 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.

47. FORCE MAJEURE - EMERGENCY RESPONSE CONTRACTS

- 1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor’s control so long as the Contractor’s delay is not caused by the Contractor’s own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty-four (24) hours after the

beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

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

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. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

4. 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.

5. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a Zone-by-Zone basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

1. Zone 1 - Downtown District Locations
2. Zone 4 - East District Locations

6. 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.

7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The contractor agrees to provide Orange County, the State of Florida, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

8. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

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

9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

10. NO OBLIGATION BY FEDERAL GOVERNMENT

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

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

12. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **five (5)** calendar days from receipt of delivery order. Emergency call out requires the Contractor to arrive on-site at any County property within two (2) hours after notification by the County Representative. 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. Emergency service requires notification at the time of the request.

13. **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 actions leading up to termination of the contract. 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.**

14. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

15. 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.

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.

16. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

17. CODES AND REGULATIONS

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

18. 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 Fiscal Division

Internal Operations Centre II
400 East South Street
Orlando, FL 32802
Phone (407) 836-5717

Orange County Fire Rescue Department

Financial Services Division
PO Box 5879
Winter Park, FL 32793-5879
Phone (407)-836-9871

Orange County Real Estate Management Division

400 E. South Street, 5th Floor
Orlando, FL 32801
Phone (407) 836-7070

Orange County Utilities Department

Water Division
8100 Presidents Drive, 2nd Floor
Orlando, FL 32809
Phone (407) 836-6836

Orange County Health and Family Services Division

Fiscal Office
2100 E. Michigan Street, 1st Floor
Orlando, FL 32806
Phone (407) 836-8975

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.

A valid invoice shall include the following:

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

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, 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.

19. DEBRIS

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

20. 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>

21. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event

which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida. For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o 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>

22. 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.

23. 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.

24. 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 (first 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.

25. 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.

26. ATTACHMENTS

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

- A. Attachment 1 – Sites per Zone
- B. Attachment 2 - Zone Map

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

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

28. 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.

29. 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.

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

1. OVERVIEW

The Contractor shall provide Tree Trimming and Related Services including, but not limited to, the labor, materials and equipment necessary to provide tree trimming, tree removal, stump grinding, and clean up services. The Contractor shall also provide technical assistance and respond to emergencies throughout Orange County as needed.

This is a countywide contract, with the exception of the Roads and Drainage and Parks and Recreations Divisions. Each County Division or Department will provide a Project Manager or designee to direct, inspect and approve work for payment.

Hours of Performance:

1. Standard Hours: The standard working hours are Monday through Friday, 7:00 AM to 6:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-standard working hours are Monday through Friday, 6:00 PM to 7:00 AM, weekends, and Orange County holidays.
3. Emergency Call Out: The Contractor shall arrive on-site at any County property within two (2) hours after notification by the County Representative. Work may occur during standard or non-standard working hours. The Contractor shall provide a 24-hour point of contact for emergency work.

2. STAFFING REQUIREMENTS

- A. The Contractor shall identify a primary contact person with whom the County may consult with 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.
- B. The Contractor shall designate a competent Contractor's Representative who shall not be replaced without written notice to the County's Project Manager at least twenty-four (24) hours before the change. The name of the replacement contact person shall be provided at that time along with updated contact information. The Contractor's Representative shall be present at job sites and have the authority to act on behalf of the Contractor. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor.
- C. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors. New employees hired after contract award shall meet and follow the same requirement for the duration of the contract.
- D. Effective communication with the County staff and building occupants is required to perform this Scope of Services. Therefore, Contractor shall ensure that all points of contact and project managers are able to read, write, and speak English fluently.

- E. The Contractor's employees shall conduct themselves in a business-like manner at all times. **There shall be no smoking on County property at any time.**

The County Representative will inform the Contractor of any employees not meeting these standards and request immediate dismissal from the job site.

- F. The Contractor shall ensure that all employees are clean, neat and appropriately attired during the performance of services. The Contractor shall provide uniform shirts displaying the company name/logo and prominently wear a Contractor issued photo ID badge on the front of their uniform at all times when on County property. The Contractor shall be responsible for the cost of providing photo ID badges for all employees and subcontractors.
- G. Only Contractor employees shall be used to perform the required services in this contract unless otherwise approved, in writing, by the County Representative. The Contractor shall not use employees of any temporary employment agency or casual/day laborer to supplement his work force in County buildings for any reason.

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.
- B. The Contractor shall obtain and conform to the most current revision all Federal, State, City, and Orange County standards and regulations during the performance of the contract including but not limited to:
- A.N.S.I. Z-133.1, Safety Standards for Tree Operations, Pruning, Trimming Repairing, Maintaining, and Removing Trees and for Cutting brush.
 - The National Arborist Association, A.N.S.I. A300.
 - Florida Department of Agriculture and Consumer Services (FDACS)
 - Florida Department of Environmental Protection (FDEP)
 - United States Environmental Protection Agency (EPA)

Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

- C. All services required under this 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. All cost to repair any damage to County facilities or property due to the services performed or omitted by the Contractor, subcontractor, and employees shall be the sole responsibility of the Contractor.

- E. The Contractor shall be fully responsible for any damage to overhead or underground utilities caused by their negligence during the performance of the work. Safety to the Contractor's employees and to the general public shall be the responsibility of the Contractor.
- F. The County Representative, with advisement of the County's 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 this contract.
- G. Work shall be scheduled to provide the least inconvenience to building occupants and visitors. All service visits shall be coordinated with the County Representative. The Contractor shall follow the directives of the County Representative with respect to scheduling services and any deliveries under this contract.
- H. Services not performed in accordance to the content of this contract will be considered unsatisfactory, unacceptable, and might be subject to assessment of 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 within the scheduled hours.
 - 3) Worksite was not safely secured when leaving at the end of a work shift or any other breach in security.
 - 4) Failure to provide adequate staffing to meet the operational needs of the contract.
- I. In the event of non-performance or unsatisfactory performance by the Contractor or employees of (including subcontractors), the County's Representative 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 twenty-four (24) hour 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 County's Contract Administrator may request the Contractor remove any Supervisor or employee from the contract, if it is a personnel related issue.
- J. The County's Representative will 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.
- K. The Contractor shall submit a detailed Corrective Action Plan (CAP) for each report of unsatisfactory performance within ten (10) calendar days (or the period specified in the notice) of receipt of notification. The corrective action plan shall

fully address the performance deficiency and detail the corrective procedure the Contractor will follow to ensure the deficiency is corrected and to prevent future reoccurrences for the life of the contract.

The Contract Administrator will review the CAP and advise the Contractor of acceptance or non-acceptance. The County reserves the right to request modifications and to reject a CAP. The Contractor shall be fully bounded to each accepted CAP for the life of the contract unless otherwise noted by the County in writing.

- L. The Contractor shall attend any meetings requested by County Representatives related to this contract.

4. SAFETY REQUIREMENTS

- A. The Contractor shall obtain the most recent versions and ensure that all personnel providing services under this contract are in compliance with applicable laws, standards, and health and safety requirements of the industry to include by not limited to:
- B. The Contractor shall immediately report to the County Representative the issues which may affect the safety of Orange County personnel or the public.
- C. The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- D. The Contractor shall prepare and maintain a Quality Assurance and Safety Plan to ensure that work performed herein conforms to contract requirements. These shall be submitted within twenty-four (24) hours upon request to the County.
- E. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, shoes, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- F. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the County's premises.
- G. Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.

5. SECURITY AND IDENTIFICATION

- A. Background checks for the Contractor's staff shall be approved by the County prior to staff working in any County facility and prior to contract renewal. 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 services and shall not be compensated by the County under any circumstances. Billable time start at arrival at the job site where work is to be performed, not on the arrival at the campus.
- 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. The 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. The Contractor vehicles shall be properly identified.

7. GENERAL WORK REQUIREMENTS

The Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, litter/debris removal, related disposal fees, and supervision to provide all of the tree services herein.

- A. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor will be responsible to assure that the finished work complies accurately with the specifications.
- B. Services shall be ordered by County issued delivery order. Unless it an emergency service and requested by the County Representative, no service shall be rendered without an authorized and issued delivery order. The Contractor shall ensure that any discrepancies with the delivery order are resolved prior to start of work.
- C. All work performed, unless authorized by the County's Project Manager, shall take place between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. No work is to be performed on Saturdays, Sundays or County holidays, unless previously authorized by the County's Project Manager.
- D. At the request of the County Representative, the Contractor shall put notification signs within/around the work areas as to when the work will take place and the level of inconvenience that will be involved. The Contractor shall provide the necessary signage at no additional cost to the County.

- E. All staging and storage areas shall be agreed to and shall be acceptable to the County's Project Manager or designee.
- F. 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 services in accordance with generally accepted industry standards.

8. TREE PRUNING, REMOVAL, AND STUMP GRINDING

- A. The Contractor shall comply with the most current revision of A.S.I. Z-133.1, Safety Standards for Tree Care Operations, Pruning, Trimming Repairing, Maintaining, Removing Trees and for Cutting brush.
- B. The Contractor shall conform to the latest version of standards of the National Arborist Association, A.N.S.I. A300. Pruning will be performed in accordance with Class I (Fine Pruning) specifications.
- C. The Contractor shall maintain in good condition, existing trees, grass and shrubs situated within the designated worksite and adjacent areas.

The Contractor shall leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis unless directed by the County's Project Manager or designee. Any sod or soil damage shall be repaired and sod replaced as necessary at the Contractor's expense.

- D. The Contractor shall accomplish work site cleanup within two (2) hours of the finish of any individual project. The work site shall be equal to or cleaner than pre-work conditions.
- E. All wood, chips and other debris shall become the property of the Contractor and be disposed of at no expense to the County and in accordance with all local laws and ordinances.
- F. The Contractor shall dispose of debris in accordance with all Federal, State and Local laws and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
- G. The Contractor shall guard against tree damage. Climbing irons, spurs and spikes are permitted only during removal. Any tree damage caused by the Contractor shall be repaired at no cost to the County and to the satisfaction of the County's Project Manager or designee.
- H. The Contractor shall grind all stumps six (6) to eight (8) inches below the soil surface. The stump hole shall be filled, tamped and mounded at three (3) inches high to allow for decomposition of root mass. Upon request, the Contractor shall perform root grinding as instructed on a per site basis.
- I. The Contractor shall contact the County's Project Manager or designee immediately should they receive a complaint of a potentially unsafe situation as it pertains to trees, i.e. rotted tree, fallen tree, etc. The Contractor shall document the time and place of the complaint and the time the County's Project Manager or designee was contacted with the information.

9. MAINTENANCE OF TRAFFIC

The Contractor may be required to provide Maintenance of Traffic (M.O.T.) depending on the requirements of specific jobs. The Contractor may utilize the “additional crew person” line item on bid response form to provide this services if work cannot be accomplished within the designated crew and prior approval from the County Project Manager is obtained. The Contractor shall indicate if such services are needed on the quote. Additional crew labor hours shall not exceed the quoted labor crew labors.

- A. The Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.’s most current editions of Roadway and Traffic Design Standards for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways. These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County’s Project Manager or designee for approval, two working days prior to starting work.
- B. IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.’S M.U.T.C.D, (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES.
- C. The Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.

10. COORDINATION OF SERVICES

- A. The Contractor shall coordinate with the County’s Project Manager or designee, who will perform inspections for the County and verify that the work has been completed, in accordance with specifications, as scheduled, and handle problems that may arise.
- B. The County’s Project Manager shall be entitled at all times to be advised, at their request, as to the status and details of work being completed by the Contractor in the format they require. Either party may request and be granted a conference, upon request, in a timely manner.
- C. The Contractor will receive notice of need from the County Representative. The Contractor and the County Representative shall conduct a joint inspection of the proposed work area and discuss the scope of the work to be accomplished. Verification of all work requirements shall be the responsibility of the Contractor.
- D. The Contractor, within 48 hours, shall provide a written estimate listing all line item expenses per the bid proposal form. The timeframe estimated are subject to further adjustment if the County Representative does not consider the estimate reasonable. Upon agreement of the scope and cost of the job, the estimate shall be signed and dated by both. A delivery order will be issued by the County for the job.

- E. Should the scope of the job change in such a way as to exceed the written estimate, the Contractor shall contact the County Representative and inform him/her of the change(s) and request permission to proceed. A revised estimate shall be provided to the County Representative. A change order will be issued to the Contractor for changes agreed upon by the County.
- F. All work shall be inspected and approved by County's Project Manager or designee for each project.
- G. The Contractor shall contact the County Project Manager at minimum twenty-four (24) hours prior to starting work to confirm the location(s) and details of work order.
- H. The Contractor shall inform the County's Project Manager daily as to the locations to be worked. If Contractor is not able to provide service to a contracted location for any reason, the Contractor shall immediately notify the County Representative. Foreseeable circumstances that may/will cause services not to be performed shall be communicated to the County Representative as soon as they become apparent. The Contractor shall notify the County's Project Manager of the new time and date service will be performed within the same service period.
- I. The County's Representative shall conduct random site performance inspections with or without the Contractor's representative. Deficiencies shall be documented and cured within forty-eight (48) hours to the extent of strict compliance with these specifications or the Contractor may be subject to assessment of liquidated damages.

11. INSPECTION PROCESS AND ASSESSMENT OF LIQUIDATED DAMAGES

A. On Site Inspections Process:

- 1) Upon completion of the job, the Contractor shall contact the County's Project Manager or designee and arrange for an on-site meeting to review the work that has been accomplished.
- 2) The County will notify the Contractor of any deficiencies that need to be corrected.
- 3) If work is approved, the County's Project Manager or designee will sign off on the final work sheet/service ticket as authorization of payment for the work. The Contractor shall submit an invoice for all services rendered and accepted. The invoice shall be supported by signed copies of each work order. The invoice shall be submitted to the appropriate County division/department's fiscal department per the delivery order.

B. On-site Inspection Deficiencies Process:

- 1) If deficiencies are found at the inspected site, the Contractor shall bear the cost to correct those deficiencies. Deficiencies shall be corrected within two (2) business days.

- 2) The Contractor shall contact the County in writing, with the site name(s) in the heading, no later than 12:00 PM the following day for site re-inspection once deficiencies are corrected.
- 3) If the County discovers deficiencies have not been corrected, the County may impose a surcharge for the second (2nd) inspection and every failed inspection thereafter until the deficiencies are corrected.
- 4) The surcharge shall not exceed one hundred dollars (\$100.00) per inspection. The surcharges may continue with every re-inspection until the deficiencies have been corrected. The assessment of liquidated damages will be deducted from the payments owed to the Contractor for that site.

C. Photo Verification Process:

- 1) Photo verification of work completed shall be used in place of on-site inspection only when the Contractor is directed to by the County's Project Manager or designee.
- 2) The Contractor shall notify the appropriate County Project Manager in writing upon completion of a work order via e-mail with the site name(s) in the heading, that the work is complete.
- 3) The notification shall be received no later than 12:00 PM the following day of service and shall include a dated photograph of the serviced site as proof of completion.
- 4) If the work is approved for the site(s), the County shall authorize payment accordingly.
- 5) If deficiencies are found, the County will follow steps 4 through 7 of the On-site Inspection Deficiencies Process.

12. EQUIPMENT AND CREW REQUIREMENTS

- A. The Contractor shall furnish necessary equipment and crew to satisfactorily perform the work required under this contract.
- B. All equipment and personnel for operations under this contract shall be made available twenty four (24) hours per day, seven (7) days per week in case of emergency.
- C. At any time during the contract, the Contractor shall have adequate resources to work on multiple Orange County projects (each delivery order is considered a project) at the same time (to include routine, urgent and emergency projects to be handled simultaneously). The minimums below shall be maintained throughout the life of the contract.

Minimum requirements for equipment

- Cranes; one (1) 18 ton *
- Grapple Truck: One (1)
- Crane Trucks (30' boom); one (1)
- Stump Grinders: Two (2) medium
- Bucket Trucks: Two (2)

- Flat Bed Truck: One (2)
- Chippers: Two (2)

All equipment onsite (including pick-up trucks) shall be identified with the company logo.

* The Contractor shall have access to a minimum 18 ton rental crane as required to accomplish contract activities. Cranes shall be operated by fully trained and licensed crane operators.

Rental of crane or any specialty equipment for reimbursement under this contract shall be approved by the County prior to rental. The Contractor's failure to gain approval in writing may result in non-reimbursement of charges.

Minimum requirements for personnel for the term of the contract

- One (1) International Society of Arboriculture Certified Arborist
- Tree trimming staff assigned to this contract shall have a minimum of two (2) years' experience performing similar work.
- Ten (10) field personnel to include foremen, operators, and grounds men at a minimum.

The use of employee leasing companies is not authorized under this contract.

- D. Should concurrent projects be issued, the Contractor shall notify the County's Representative, in writing within two (2) to three (3) days of request, if the Contractor has maximized available resources and the volume of work is beyond their operational capacity. Failure to advise the County's Representative of this situation and/or subsequent failing to meet work completion schedules, may lead to actions leading up to contract termination.

13. 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. The Contractor shall provide and maintain a current list of emergency numbers for emergency response seven day per week from 07:00 AM to 6:00 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.

The 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.

14. 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:

- Purchase/Delivery order number;
 - Date of services
 - Labor crew labor for each labor category
 - Line items per the delivery order
 - Service location
 - Work order and service ticket
- B. Emergency and “as-needed” services/work shall be invoiced separately. Invoices shall itemize labor per contract pricing.
- C. The Contractor shall provide a copy of the work order and service ticket with the invoice for verification of actual labor hours used on the job. Only properly documented on-site time will be compensated.
- D. The County will review invoices for required information. The County will have the authority to reject an invoice based on improper invoice format.
- E. The Contractor shall not invoice the County for any services not accepted by the County. Should the County receive such invoices, they will be rejected.
- F. 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.
- G. 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 shall 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:

1. For all Contractor's staff that will be working at the Courthouse Complex or Courthouse related facilities, including the Juvenile Justice Center, - request forms from the Facilities Management Downtown District via e-mail from Lisa.Brown@ocfl.net
2. For all Contractor's staff that will be working at the Sheriff's Central Complex or any other Sheriff related facility - request forms from the Facilities Management Special Services District via e-mail from Bruce.Heffelbower@ocfl.net
3. For all Contractor's staff that will be working at other 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 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.

- C. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the 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.
- E. 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.
- F. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. 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
- G. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- H. 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.
- I. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
- J. 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.
- K. Access to a site must be coordinated through the County's Representative.

- L. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo ID badge will be inventoried by the Facilities Management Division Contract Administrator. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$25.00 fee per each missing ID badge. However, the County may charge and collect this fee at any time during the contract.

2. ORANGE COUNTY HOLIDAYS

Legal holidays when most County buildings will be closed to the public, are as follows:

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

In addition to Orange County Holidays, the Ninth Judicial Circuit Court and the Clerk of Court also observe the following:

1. Good Friday
2. Rosh Hashanah
3. Yom Kippur
4. Veterans Day

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

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

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

STATEMENT OF NO-BID

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

SUBMITTAL LABEL:

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:	MELISA VERGARA
IFB NUMBER:	Y20-111-MV
TITLE:	TREE TRIMMING AND RELATED SERVICES EXCEPT PARKS AND PUBLIC WORKS – ZONES 1 AND 4

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 **Friday, August 30, 2019, 2:00 PM**, located at **Orange County Facilities Management Special Services Conference Room 1944 East Michigan Street Orlando Florida 32806**.

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:

[] 1. Reference Documentation Form
(Required)

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:

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

1. Satisfactory performance in providing tree trimming and related services for multi-site governmental or commercial locations.

[] 2. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance with scope of services herein.
(Required)

- [] 3. Provide a copy of each arborist's current ISA certification (International Society of Arboriculture Certified Arborist)
(Required)
- [] 4. Submit proof in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business providing tree trimming and related services for at least five (5) years under the same company name.
(Required)
- [] 5. Bid Response Form
(Required)
- [] 6. Acknowledgement of Addenda
(Required if Applicable)
- [] 7. Authorized Signatories/Negotiators
(Required)
- [] 8. Drug-Free Workplace
(Required)
- [] 9. Schedule of Sub-contracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)
(Required if Applicable, form must be Notarized)
- [] 10. Conflict/Non-Conflict of Interest Form
(Required)
- [] 11. E-Verification Certification
(Required)
- [] 12. Current W9
(Required)
- [] 13. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- [] 14. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- [] 15. Agent Authorization Form
(Submit if Applicable)
- [] 16. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, Appendix A, 44 C.F.R. PART 18
(Submit if Applicable)
- [] 17. Federal Debarment Certification Form
(Required)

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

- [] **19.** Contract Y20-111-MV Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

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

BID RESPONSE FORM
IFB #Y20-111-MV
ZONE 1 – DOWNTOWN DISTRICT BUILDING

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. The symbol “>”referenced below represents greater than.

ZONE 1 - STANDARD HOURS

Item #	Description	Unit of Measure	Unit Price		Estimated Annual Quantity		Estimated Total Bid
1	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one eight (8) hour day	Each	\$ _____	x	75	=	\$ _____
2	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one four (4) hour day	Each	\$ _____	x	50	=	\$ _____
3	Additional crew person as-needed	Hour	\$ _____	x	150	=	\$ _____
4	Tree Removal: 4" to 12" diameter	Each	\$ _____	x	50	=	\$ _____
5	Tree Removal: > 12" to 24" diameter	Each	\$ _____	x	50	=	\$ _____
6	Tree Removal: >24" to 36" diameter	Each	\$ _____	x	25	=	\$ _____
7	Tree Removal: >36" diameter	Each	\$ _____	x	25	=	\$ _____
8	Stump Grinding: 4" to 12" diameter	Each	\$ _____	x	10	=	\$ _____
9	Stump Grinding: >12" to 24" diameter	Each	\$ _____	x	50	=	\$ _____

_____ Company Name

10	Stump Grinding: >24" to 36" diameter	Each	\$ _____	x	15	=	\$ _____
11	Stump Grinding: >36" diameter	Each	\$ _____	x	10	=	\$ _____

ZONE 1 - NON-STANDARD HOURS

Item #	Description	Unit of Measure	Unit Price		Estimated Annual Quantity		Estimated Total Bid
12	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one eight (8) hour day	Each	\$ _____	x	25	=	\$ _____
13	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one four (4) hour day	Each	\$ _____	x	25	=	\$ _____
14	Additional crew person as-needed	Hour	\$ _____	x	75	=	\$ _____
15	Tree Removal: 4" to 12" diameter	Each	\$ _____	x	15	=	\$ _____
16	Tree Removal: > 12" to 24" diameter	Each	\$ _____	x	40	=	\$ _____
17	Tree Removal: >24" to 36" diameter	Each	\$ _____	x	15	=	\$ _____
18	Tree Removal: >36" diameter	Each	\$ _____	x	15	=	\$ _____
19	Stump Grinding: 4" to 12" diameter	Each	\$ _____	x	15	=	\$ _____
20	Stump Grinding: > 12" to 24" diameter	Each	\$ _____	x	25	=	\$ _____

Company Name

21	Stump Grinding: >24" to 36" diameter	Each	\$ _____	x	15	=	\$ _____
22	Stump Grinding: >36" diameter	Each	\$ _____	x	15	=	\$ _____

ZONE 1 - EMERGENCY SERVICES

Item #	Description	Unit of Measure	Unit Price		Estimated Annual Quantity		Estimated Total Bid
23	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees	Hour	\$ _____	x	150	=	\$ _____
24	Additional crew person as-needed	Hour	\$ _____	x	100	=	\$ _____
25	Tree Removal: 4" to 12" diameter	Each	\$ _____	x	1	=	\$ _____
26	Tree Removal: > 12" to 24" diameter	Each	\$ _____	x	1	=	\$ _____
27	Tree Removal: >24" to 36" diameter	Each	\$ _____	x	1	=	\$ _____
28	Tree Removal: >36" diameter	Each	\$ _____	x	1	=	\$ _____

TOTAL ESTIMATED ANNUAL BID FOR ZONE 1 (LINES 1-28) \$ _____

Company Name

BID RESPONSE FORM
IFB #Y20-111-MV
ZONE 4 – EAST DISTRICT LOCATIONS

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. The symbol “>”referenced below represents greater than.

ZONE 4 - STANDARD HOURS

Item #	Description	Unit of Measure	Unit Price		Estimated Annual Quantity		Estimated Total Bid
1	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one eight (8) hour day	Each	\$ _____	x	75	=	\$ _____
2	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one four (4) hour day	Each	\$ _____	x	50	=	\$ _____
3	Additional crew person as-needed	Hour	\$ _____	x	150	=	\$ _____
4	Tree Removal: 4" to 12" diameter	Each	\$ _____	x	50	=	\$ _____
5	Tree Removal: > 12" to 24" diameter	Each	\$ _____	x	50	=	\$ _____
6	Tree Removal: >24" to 36" diameter	Each	\$ _____	x	25	=	\$ _____
7	Tree Removal: >36" diameter	Each	\$ _____	x	25	=	\$ _____
8	Stump Grinding: 4" to 12" diameter	Each	\$ _____	x	10	=	\$ _____
9	Stump Grinding: >12" to 24" diameter	Each	\$ _____	x	50	=	\$ _____

Company Name

10	Stump Grinding: >24" to 36" diameter	Each	\$ _____	x	15	=	\$ _____
11	Stump Grinding: >36" diameter	Each	\$ _____	x	10	=	\$ _____

ZONE 4 - NON-STANDARD HOURS

Item #	Description	Unit of Measure	Unit Price		Estimated Annual Quantity		Estimated Total Bid
12	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one eight (8) hour day	Each	\$ _____	x	25	=	\$ _____
13	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees for one four (4) hour day	Each	\$ _____	x	25	=	\$ _____
14	Additional crew person as-needed	Hour	\$ _____	x	75	=	\$ _____
15	Tree Removal: 4" to 12" diameter	Each	\$ _____	x	15	=	\$ _____
16	Tree Removal: > 12" to 24" diameter	Each	\$ _____	x	40	=	\$ _____
17	Tree Removal: >24" to 36" diameter	Each	\$ _____	x	15	=	\$ _____
18	Tree Removal: >36" diameter	Each	\$ _____	x	15	=	\$ _____
19	Stump Grinding: 4" to 12" diameter	Each	\$ _____	x	15	=	\$ _____
20	Stump Grinding: > 12" to 24" diameter	Each	\$ _____	x	25	=	\$ _____

Company Name

21	Stump Grinding: >24" to 36" diameter	Each	\$_____	x	15	=	\$_____
22	Stump Grinding: >36" diameter	Each	\$_____	x	15	=	\$_____

ZONE 4 - EMERGENCY SERVICES

Item #	Description	Unit of Measure	Unit Price		Estimated Annual Quantity		Estimated Total Bid
23	Provide a 3-person crew, bucket truck, chipper, and all necessary resources to prune trees	Hour	\$_____	x	150	=	\$_____
24	Additional crew person as-needed	Hour	\$_____	x	100	=	\$_____
25	Tree Removal: 4" to 12" diameter	Each	\$_____	x	1	=	\$_____
26	Tree Removal: > 12" to 24" diameter	Each	\$_____	x	1	=	\$_____
27	Tree Removal: >24" to 36" diameter	Each	\$_____	x	1	=	\$_____
28	Tree Removal: >36" diameter	Each	\$_____	x	1	=	\$_____

TOTAL ESTIMATED BID FOR ZONE 4 (LINES 1-28) \$_____

TOTAL ESTIMATED BID FOR ZONE 1 (LINES 1-28) PLUS ZONE 4 (LINES 1-28) \$_____

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 three (3) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

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

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

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

(Signature)	(Date)
-------------	--------

(Title)	
---------	--

(Name of Business)	
--------------------	--

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

State of Incorporation: _____

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

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

Federal I.D. number is: _____

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

REFERENCE DOCUMENTATION FORM

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

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 AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

Y20-111-MV, Tree Trimming and Related Services except Parks and Public Works – Zones 1 And 4

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

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

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

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

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

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

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

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. Y20-111-MV, Tree Trimming and Related Services except Parks and Public Works – Zones 1 And 4

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y20-111-MV, Tree Trimming and Related Services except Parks and Public Works – Zones 1 and 4**, 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 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: _____

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

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

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

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

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

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

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

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

FEDERAL DEBARMENT CERTIFICATION FORM

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

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

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

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

ATTESTATION

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

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

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

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 formal written and executed Joint Venture agreement.

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

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

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

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

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

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

AFFIDAVIT

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

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

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

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

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

Notary Public _____
Commission Expires _____

(Seal)



**CONTRACT NO. Y20-111-MV, TREE TRIMMING AND RELATED SERVICES EXCEPT PARKS AND
PUBLIC WORKS – ZONES 1 AND 4**

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

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

2. Taxes:

The County has the following tax exemption certificates assigned.

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

3. Invoicing:

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

Orange County Facilities Management Fiscal Division

Internal Operations Centre II
400 East South Street
Orlando, FL 32802
Phone (407) 836-5717

Orange County Fire Rescue Department

Financial Services Division
PO Box 5879
Winter Park, FL 32793-5879
Phone (407)-836-9871

Orange County Real Estate Management Division

400 E. South Street, 5th Floor
Orlando, FL 32801
Phone (407) 836-7070



**ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS**

Procurement Division

Orange County Utilities Department

Water Division

8100 Presidents Drive, 2nd Floor

Orlando, FL 32809

Phone (407) 836-6836

Orange County Health and Family Services Division

Fiscal Office

2100 E. Michigan Street, 1st Floor

Orlando, FL 32806

Phone (407) 836-8975

- 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. Y20-111-MV, TREE TRIMMING AND RELATED SERVICES EXCEPT PARKS AND PUBLIC WORKS – ZONES 1 AND 4 - 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.

D. Sub-contracting and Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)

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

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

_____ (COMPANY NAME)

BY: _____ (Authorized Signatory) _____ (Date)

_____ (Name) _____ (Title)

NOTICES: _____ (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. Y20-111-MV, TREE TRIMMING AND RELATED SERVICES EXCEPT PARKS AND PUBLIC WORKS – ZONES 1 AND 4 - 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: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: _____

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

**IFB #Y20-111-MV
TREE TRIMMING AND RELATED SERVICES
ATTACHMENT # 1
FACILITIES MANAGEMENT SITES PER ZONE***

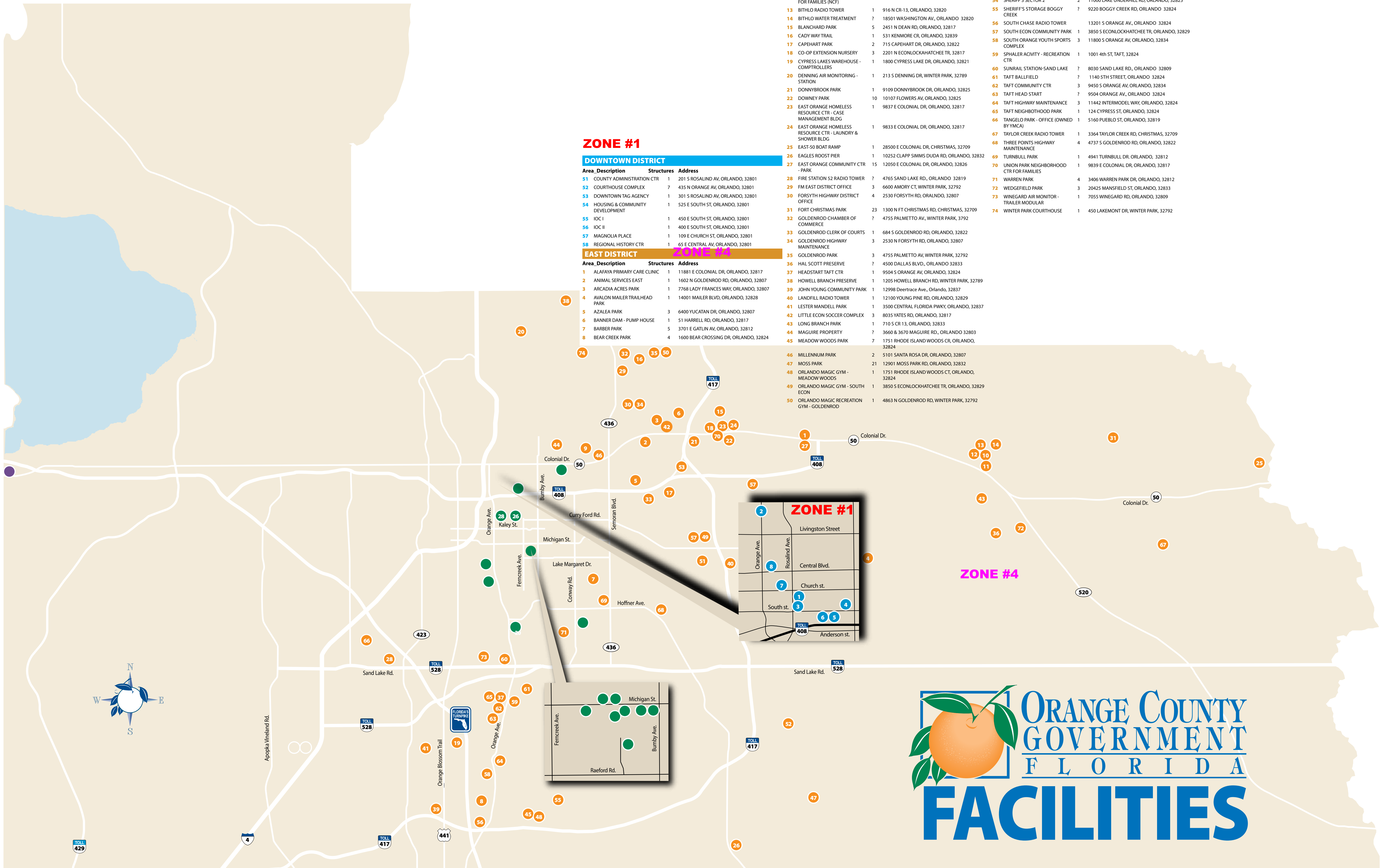
ZONE 1 - DOWNTOWN DISTRICT BUILDINGS

ITEM NO.	DESCRIPTION	ADDRESS	
1	Orange County Courthouse Complex	425 N. Orange Avenue	Orlando, FL
2	Orange County Administration Center	201 S. Rosalind Avenue	Orlando FL
3	Internal Operations Centre I & II Complex	450 E. South Street	Orlando, FL
4	Housing & Community Development	525 E. South Street	Orlando, FL
5	Escheated Tax Parcel	1408 S. Westmoreland Dr.	Orlando, FL 32805
6	Escheated Tax Parcel	1101 25th Street	Orlando, FL 32805

ZONE 4 - EAST DISTRICT LOCATIONS

ITEM NO.	DESCRIPTION	ADDRESS	
1	Facilities Management East District	6600 Amory Court	Winter Park, FL
2	Animal Services East	1602 North Goldenrod Road	Orlando, FL
3	Sheriff K-9	8600 Valencia College Lane	Orlando, FL
4	East Orange Community Center	12050 E. Colonial Drive	Orlando, FL
5	Power Line Access Road - East Orange	12050 E. Colonial Drive	Orlando, FL
6	Sheriff's Sector II	11100 Lake Underhill Road	Orlando, FL
7	Union Park Neighborhood Center for Families/East Orange Homeless Center		Orlando, FL
8	Sheriff's Gun Range (Standard Hours)	14500 Wawehootee Road	Orlando, FL
9	Taft Community Center	9500-04 S. Orange Avenue Taft Head Start	Orlando, FL Orlando, FL
10	Taft Service Center	11442 Intermodal Way	32824
11	Sphaler Activity Center	1001 4th Street	Orlando, FL
12	Back to Nature Site	10525 Clapp Simms Duda Road	Orlando, FL
13	2 Gen Building	576 N. Semoran Blvd.	Azalea Park, FL
14	Sand Lake Road Sun Rail Station	8030 S. Orange Avenue	Orlando, FL
15	Meadow Woods Sun Rail Station	110 Fairway Woods Blvd.	Orlando, FL 32824

* Locations include, but are not limited to, the locations referenced above. These locations are subject to change at any time depending on the County's needs. The County may add or remove any location at any time.



ZONE #1

DOWNTOWN DISTRICT

Area_Description	Structures	Address
51	COUNTY ADMINISTRATION CTR	201 S ROSALIND AV, ORLANDO, 32801
52	COURTHOUSE COMPLEX	435 N ORANGE AV, ORLANDO, 32801
53	DOWNTOWN TAG AGENCY	301 S ROSALIND AV, ORLANDO, 32801
54	HOUSING & COMMUNITY DEVELOPMENT	525 E SOUTH ST, ORLANDO, 32801
55	IOC I	450 E SOUTH ST, ORLANDO, 32801
56	IOC II	400 E SOUTH ST, ORLANDO, 32801
57	MAGNOLIA PLACE	109 E CHURCH ST, ORLANDO, 32801
58	REGIONAL HISTORY CTR	65 E CENTRAL AV, ORLANDO, 32801

EAST DISTRICT

Area_Description	Structures	Address
1	ALAFAYA PRIMARY CARE CLINIC	11881 E COLONIAL DR, ORLANDO, 32817
2	ANIMAL SERVICES EAST	1602 N GOLDENROD RD, ORLANDO, 32807
3	ARCADIA ACRES PARK	7768 LADY FRANCES WAY, ORLANDO, 32807
4	AVALON MAILER TRAILHEAD PARK	14001 MAILER BLVD, ORLANDO, 32828
5	AZALEA PARK	6400 YUCATAN DR, ORLANDO, 32807
6	BANNER DAM - PUMP HOUSE	51 HARRELL RD, ORLANDO, 32817
7	BARBER PARK	3701 E GATLIN AV, ORLANDO, 32812
8	BEAR CREEK PARK	1600 BEAR CROSSING DR, ORLANDO, 32824

9	BEAMAN PARK	2301 LAKE SUE DR, ORLANDO 32803
10	BITHLO COMMUNITY CTR- PARK	18501 E WASHINGTON AV, ORLANDO, 32820
11	BITHLO HIGHWAY MAINTENANCE	18841 OLD CHENEY HWY, ORLANDO, 32820
12	BITHLO NEIGHBORHOOD CTR FOR FAMILIES (NCF)	18510 MADISON AV, ORLANDO, 32820
13	BITHLO RADIO TOWER	916 N CR-13, ORLANDO, 32820
14	BITHLO WATER TREATMENT	18501 WASHINGTON AV., ORLANDO 32820
15	BLANCHARD PARK	2451 N DEAN RD, ORLANDO, 32817
16	CADY WAY TRAIL	531 KENMORE CR, ORLANDO, 32839
17	CAPEHART PARK	715 CAPEHART DR, ORLANDO, 32822
18	CO-OP EXTENSION NURSERY	2201 N ECONLOCKHATCHEE TR, 32817
19	CYPRESS LAKES WAREHOUSE - COMPTROLLERS	1800 CYPRESS LAKE DR, ORLANDO, 32821
20	DENNING AIR MONITORING - STATION	213 S DENNING DR, WINTER PARK, 32789
21	DONNYBROOK PARK	9109 DONNYBROOK DR, ORLANDO, 32825
22	DOWNY PARK	10107 FLOWERS AV, ORLANDO, 32825
23	EAST ORANGE HOMELESS RESOURCE CTR - CASE MANAGEMENT BLDG	9837 E COLONIAL DR, ORLANDO, 32817
24	EAST ORANGE HOMELESS RESOURCE CTR - LAUNDRY & SHOWER BLDG	9833 E COLONIAL DR, ORLANDO, 32817
25	EAST-50 BOAT RAMP	28500 E COLONIAL DR, CHRISTMAS, 32709
26	EAGLES ROOST PIER	10252 CLAPP SIMMS DUDA RD, ORLANDO, 32832
27	EAST ORANGE COMMUNITY CTR - PARK	12050 E COLONIAL DR, ORLANDO, 32826
28	FIRE STATION 52 RADIO TOWER	4765 SAND LAKE RD., ORLANDO 32819
29	FM EAST DISTRICT OFFICE	3660 AMORY CT, WINTER PARK, 32792
30	FORSYTH HIGHWAY DISTRICT OFFICE	2530 FORSYTH RD, ORLANDO, 32807
31	FORT CHRISTMAS PARK	1300 N FT CHRISTMAS RD, CHRISTMAS, 32709
32	GOLDENROD CHAMBER OF COMMERCE	4755 PALMETTO AV., WINTER PARK, 3792
33	GOLDENROD CLERK OF COURTS	684 S GOLDENROD RD, ORLANDO, 32822
34	GOLDENROD HIGHWAY MAINTENANCE	2530 N FORSYTH RD, ORLANDO, 32807
35	GOLDENROD PARK	4755 PALMETTO AV, WINTER PARK, 32792
36	HAL SCOTT PRESERVE	4500 DALLAS BLVD., ORLANDO 32833
37	HEADSTART TAFT CTR	9504 S ORANGE AV, ORLANDO, 32824
38	HOWELL BRANCH PRESERVE	1205 HOWELL BRANCH RD, WINTER PARK, 32789
39	JOHN YOUNG COMMUNITY PARK	12998 Deetrace Ave., Orlando, 32837
40	LANDFILL RADIO TOWER	12100 YOUNG PINE RD, ORLANDO, 32829
41	LESTER MANDELL PARK	3500 CENTRAL FLORIDA PKWY, ORLANDO, 32837
42	LITTLE ECON SOCCER COMPLEX	8035 YATES RD, ORLANDO, 32817
43	LONG BRANCH PARK	710 S CR 13, ORLANDO, 32833
44	MAGUIRE PROPERTY	3660 & 3670 MAGUIRE RD., ORLANDO 32803
45	MEADOW WOODS PARK	1751 RHODE ISLAND WOODS CR, ORLANDO, 32824
46	MILLENNIUM PARK	5101 SANTA ROSA DR, ORLANDO, 32807
47	MOSS PARK	12901 MOSS PARK RD, ORLANDO, 32832
48	ORLANDO MAGIC GYM - MEADOW WOODS	1751 RHODE ISLAND WOODS CT, ORLANDO, 32824
49	ORLANDO MAGIC GYM - SOUTH ECON	3850 S ECONLOCKHATCHEE TR, ORLANDO, 32829
50	ORLANDO MAGIC RECREATION GYM - GOLDENROD	4863 N GOLDENROD RD, WINTER PARK, 32792

51	RENAISSANCE CTR EAST ORANGE - SENIOR CTR	3800 S ECONLOCKHATCHEE TR, ORLANDO, 32829
52	SHERIFF GUN RANGE	12455 WEWAHOOTEE RD, ORLANDO, 32832
53	SHERIFF'S K-9 UNIT	8600 VALENCIA COLLEGE LN, ORLANDO, 32825
54	SHERIFF'S SECTOR 2	11000 LAKE UNDERHILL RD, ORLANDO, 32825
55	SHERIFF'S STORAGE BOGGY CREEK	9220 BOGGY CREEK RD, ORLANDO 32824
56	SOUTH CHASE RADIO TOWER	13201 S ORANGE AV., ORLANDO 32824
57	SOUTH ECON COMMUNITY PARK	3850 S ECONLOCKHATCHEE TR, ORLANDO, 32829
58	SOUTH ORANGE YOUTH SPORTS COMPLEX	11800 S ORANGE AV, ORLANDO, 32834
59	SPHALER ACTIVITY - RECREATION CTR	1001 4th ST, TAFT, 32824
60	SUNRAIL STATION-SAND LAKE	8030 SAND LAKE RD., ORLANDO 32809
61	TAFT BALLFIELD	1140 5TH STREET, ORLANDO 32824
62	TAFT COMMUNITY CTR	9450 S ORANGE AV, ORLANDO, 32834
63	TAFT HEAD START	9504 ORANGE AV., ORLANDO 32824
64	TAFT HIGHWAY MAINTENANCE	11442 INTERMODEL WAY, ORLANDO, 32824
65	TAFT NEIGHBORHOOD PARK	124 CYPRESS ST, ORLANDO, 32824
66	TANGELO PARK - OFFICE (OWNED BY YMCA)	5160 PUEBLO ST, ORLANDO, 32819
67	TAYLOR CREEK RADIO TOWER	3364 TAYLOR CREEK RD, CHRISTMAS, 32709
68	THREE POINTS HIGHWAY MAINTENANCE	4737 S GOLDENROD RD, ORLANDO, 32822
69	TURNBULL PARK	4941 TURNBULL DR, ORLANDO, 32812
70	UNION PARK NEIGHBORHOOD CTR FOR FAMILIES	9839 E COLONIAL DR, ORLANDO, 32817
71	WARREN PARK	3406 WARREN PARK DR, ORLANDO, 32812
72	WEDGEFIELD PARK	20425 MANSFIELD ST, ORLANDO, 32833
73	WINEGARD AIR MONITOR - TRAILER MODULAR	7055 WINEGARD RD, ORLANDO, 32809
74	WINTER PARK COURTHOUSE	450 LAKEMONT DR, WINTER PARK, 32792

Map not to scale. Pins are approximately placed.

Information compiled July 2014

