



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393

407-836-5635 ■ Fax: 407-836-5899 ■ <http://www.ocfl.net>

TERM CONTRACT NO. Y10-109

**Landscape Maintenance – Parks Warehouse, Beeman Park, Interlaken Park,
Lake Down Boat Ramp, Honolulu Park, Lake Pearl Park, and Gotha Park**

TO: Ameriscapes
P O. Box 568762
532 Hanes Ave
Orlando, Florida

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y10-109-PD, Landscape Maintenance – Parks Warehouse, Beeman Park, Interlaken Park, Lake Down Boat Ramp, Honolulu Park, Lake Pearl Park, and Gotha Park - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. 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.
- B. This contract is effective **December 1, 2009**, and shall remain in effect through **November 30, 2010**. The estimated contract award for this period is \$17,088.00.
- C. 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 Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

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

4. 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. 58-12-090729-53C.

5. Invoicing:

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

Orange County Parks and Recreation Division
4801 W. Colonial Drive
Orlando, FL 32802
Phone (407) 836-6200

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

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

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

BY 
Perry Davis, C.P.M.
Purchasing and Contracts Division

DATE 10/19/09

Issue Date: August 24, 2009

INVITATION FOR BIDS #Y10-109-PD

This solicitation is restricted to contractors who have been pre-qualified for General Turf. Bids received from contractors who have not been pre-qualified shall be rejected.

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, is accepting sealed bids for:

**LANDSCAPE MAINTENANCE – PARKS WAREHOUSE, BEEMAN PARK,
INTERLAKEN PARK, LAKE DOWN BOAT RAMP, HONOLULU PARK,
LAKE PEARL PARK AND GOTHA PARK
TERM CONTRACT**

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 15, 2009**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may be requested by phoning (407) 836-5635 or faxing a request to (407) 836-5899. Solicitations are also available for downloading from the Internet at orangecountyfl.net.

A **Non-Mandatory Pre-Bid Conference** will be held on **Friday, September 4, 2009, 10:00 AM**, at the **Parks and Recreation Warehouse, 1651 North Orange Blossom Trail** followed by **Beeman Park, Interlaken Park, Honolulu Park, Lake Pearl Park, Lake Down Boat Ramp and Gotha Park**. Attendance is not mandatory but is encouraged.

Johnny M. Richardson, CPPO, CACM
Manager, Purchasing and Contracts Division

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Senior Purchasing Agent at (407) 836-5638.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal page(s) shall be completed, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Purchasing and Contracts 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 telephone or telegram shall not be accepted. Also, faxed bids are not acceptable. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received**.

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing and Contracts Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

Purchasing and Contracts 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, proposal or quotation 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 Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

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, ten (10) 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 Purchasing and Contracts Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. FEDERAL AND STATE TAX

Orange 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, Purchasing and Contracts Division will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any vendor/contractor be authorized to use the County's Tax Exemption Number in securing such materials.

3. ACCEPTANCE/REJECTION/CANCELLATION

Orange 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. Orange County also reserves the right to reject the bid of any vendor 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. Orange County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Orange 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.

Orange County reserves the right, and the Manager of Purchasing and Contracts 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.

4. NO BID

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

5. 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 awarded bidder permanently or temporarily hire any County employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

6. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations 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.

1. Vendors 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.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

7. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

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

8. 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 proposal 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.

9. AVAILABILITY OF FUNDS

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

10. EEO STATEMENT

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

Further, the awarded vendor shall abide by the following provisions:

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

11. BID TABULATION AND RESULTS

Bid tabulations shall be available upon written request ten (10) days after opening. Requests may be faxed to (407) 836-5899. Bid opening results will be available on the Bid Hotline (407) 836-0011 the day following the bid opening.

12. BID FORMS

All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this invitation for bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects which in Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

14. RECIPROCAL IN-STATE PREFERENCE

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

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division and at <http://orangecountyfl.net/cms/BUSINESS/vendors/award.htm> prior to submission through the appropriate approval process and will remain posted for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day period shall constitute a waiver of bid protest proceedings. Additional information relative to lobbying and protests can be found at <http://www.orangecountyfl.net/cmsdocs/govern/lobbyist/lobbyingord.pdf>

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

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

16. BID AND RELATED COSTS

By submission of a bid, the bidder agrees that all costs associated with the preparation of his/her will be the sole responsibility of the bidder. The bidder also agrees that the County bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from the solicitation process.

17. 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.

18. PUBLIC ENTITY CRIME

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

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form, attached hereto, must be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid. Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.**

20. SUBCONTRACTING

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

21. CONFLICT OF INTEREST FORM

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

22. 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 any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

- b. **Relationship Disclosure Form – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.** This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

23. SUBMISSION OF BID

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

ORANGE COUNTY PURCHASING & CONTRACTS 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**

Bids received in the **PURCHASING AND CONTRACTS DIVISION** after the time and date specified, due to failure to identify the envelope with the above information shall be rejected.

24. COPIES

Copies of documents, records, materials, and/or reproductions upon request 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.

25. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bids and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

26. VENDOR ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder which assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

27. PAYMENT TERMS/DISCOUNTS

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

28. PATENTS AND ROYALTIES

Unless otherwise provided, the bidder shall be solely responsible for clearing 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.

29. INDEMNIFICATION

To the fullest extent permitted by law, the VENDOR 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 VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

30. 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 Bid shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Purchasing and Contracts Division, at the phone number on the bid cover sheet or by fax at (407) 836-5899 or by mail **prior** to bid opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

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

31. 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:

1. 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.
2. 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,
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

The County and the vendor 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 vendor 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 vendor.

33. PRICING/AUDIT

The awarded 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 or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

34. 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.

35. TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become 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, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in the termination of the applicable contract(s).

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

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

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

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

SPECIAL TERMS AND CONDITIONS

1. **PRE-BID CONFERENCE**

All interested parties are invited to attend a **Non-Mandatory Pre-bid Conference on Friday, September 4, 2009 commencing at 10:00 AM at Parks and Recreation Warehouse, 1651 North Orange Blossom Trail, followed by Beeman Park, Interlaken Park, Honolulu Park, Lake Pearl Park, Lake Down Boat Ramp and Gotha Park.**

At this 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.

2. **LICENSES AND PERMITS**

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded vendor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Manager, Purchasing and Contracts Division or his/her designee.

3. **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, whichever is earlier. 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 his bid or provide a written extension of his bid.

4. **AWARD**

Award shall be made on an "All-or-None Total Bid", or "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible bidder.

5. **POST AWARD MEETING**

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

6. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be as specified from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

If said vendor shall neglect, fail or refuse to provide the services within the time herein specified, then said vendor 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 Purchasing and Contracts Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The vendor shall, within seven (7) calendar days from the beginning of such delay, notify the Manager, Purchasing and Contracts Division in writing of the cause(s) of the delay.

6. TERMINATION

A. Termination for Default:

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

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

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

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

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

7. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the awarded vendor, 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 vendor.

8. CODES AND REGULATIONS

The awarded vendor must strictly comply with all Federal, State and local building and safety codes.

9. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Orange County Parks and Recreation Division
4801 W. Colonial Drive
Orlando, FL 32802
Phone (407) 836-6200

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.

10. DEBRIS

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

11. SAFETY AND PROTECTION OF PROPERTY

The VENDOR/AGENCY shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The VENDOR/AGENCY must 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/cms/DEPT/countyadmin/risk/safety-health_manual.htm

12. INSURANCE REQUIREMENTS

VENDOR/AGENCY 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/AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by VENDOR/AGENCY under this contract.

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

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

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

Required Coverage:

1. Workers' Compensation - The VENDOR/AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any VENDOR/AGENCY using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. Commercial General Liability - The VENDOR/AGENCY 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 \$500,000 per occurrence. VENDOR/AGENCY 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.
3. Business Automobile Liability - The VENDOR/AGENCY 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 \$500,000 per accident. In the event the VENDOR/AGENCY does not own automobiles the VENDOR/AGENCY 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.

By entering into this contract VENDOR/AGENCY agrees to provide a waiver of subrogation or 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/AGENCY to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR/AGENCY 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.

VENDOR/AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.

Prior to execution and commencement of any operations/services provided under this contract the VENDOR/AGENCY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the VENDOR/AGENCY shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the VENDOR/AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

13. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month 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. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery 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 vendor for a lower unit price which will 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 resolicitation 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 vendor within the time specified in the order. The contract shall govern the vendor’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’s performance period.

14. PRICE ADJUSTMENT

Written request for price adjustments may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three-year contract and none is requested after the first two years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed 4%. All price adjustments must be accepted by the Manager, Purchasing and Contracts Division and shall be accomplished by written amendment to this contract.

15. BID PREFERENCE

The Orange County M/WBE Ordinance sets minimum annual contract dollar participation goals for minority/women business enterprise firms as follows: Goods – 10% and Services – 24%. As part of this program, vendors are required to complete the attached Schedule of Subcontracting Form listing **ALL** subcontractors (majority, women and minority) their firm will utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County M/WBE Ordinance, award of this Invitation for Bids may be made to the lowest responsive and responsible certified Minority/Women Business Enterprise bidder as long as that bid does not exceed the percentages listed below:

5.5% on bid awards from \$100,000 to 750,000 or 4% on bid awards from \$750,000.01 to \$2,000,000 or 3% on bid awards over \$2,000,000.

16. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal will be required from the contractor. Upon negotiation of the proposal, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Purchasing and Contracts Division. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. ATTACHMENTS

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

- A. Lake Down Boat Ramp
- B. Lake Pearl Park
- C. Honolulu Park
- D. Interlaken Park
- E. Warehouse
- F. Beeman Park
- G. Gotha Park

18. REQUIREMENTS CONTRACT

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

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

SPECIFICATIONS

I. Scope of Work:

Provide all materials, supplies, equipment, labor and supervision to provide all grounds maintenance services as described herein on the entire premises at **Warehouse, Beeman Park, Interlaken Park, Lake Down Boat Ramp, Honolulu Park, Lake Pearl Park, Gotha Park.**

II. Owner's Designated Representative:

The owner's representative and contract administrator is John Robb at 407- 836- 6208 or site designee. After contract award, questions regarding these specifications should be directed to him.

The owner's representative or designee shall conduct monthly site performance inspections with the contractor's representative. Deficiencies shall be promptly cured to the extent of strict compliance with these specifications. Owner may supply a work log to be completed by contractor's staff each time service is performed.

This shall be a performance based contract. The lack of inspections by the County or any error or omission in these specifications shall not relieve the Contractor of its obligation to perform landscape management services in accordance with generally accepted industry standards.

III. General Conditions:

- A. Contractor shall maintain sole responsibility for the actions of its employees and Sub contractors.
- B. All personnel provided by the Contractor, whether employees of the Contractor or Sub-contractors, shall be competent, experienced, courteous, properly dressed and skilled in lawn, plant and grounds maintenance.
- C. All maintenance personnel, including subcontractors, must identify themselves at the appropriate administrative office before beginning work. They must be fluent in English and wearing a company issued uniform.
- D. Unless waived by the County's representative or designee, the following performance reports shall be provided by the Contractor to the County's representative at the third day of each month including observations of abnormal conditions and all maintenance performed:
 - 1. fertilization, including dates of applications, totals and rates of application and product brand names;
 - 2. pest control, including dates of applications, totals and rates of application and product brand names;

3. irrigation (if inspection, programming and monitoring is required by the Contractor under this contract), including date and result of each inspection, initial timer settings, amount of irrigation water (in inches per hour) applied to each zone and any changes to the initial settings.
4. All grass clippings that are not uniformly distributed, and detract from the appearance of the mowing operation will be removed from the job site by the contractor, upon completion of the mowing operation to allow for a neat and clean appearance after completion. The contractor will remove and dispose of all grass clippings from the pavement, fence lines, sidewalks, curbs and curb inlets located within the limits of the project. **The cost of grass clipping removal will be included in the unit price bid for mowing.**
5. Mower blades shall be maintained to the degree of sharpness required to produce a clean cut.
6. All litter and debris are to be removed prior to and upon completion of mowing cycle. Litter and debris removal includes the pickup, removal, and disposal from the County Park of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. The contractor is responsible for removal of bags of trash, newspapers, food containers, boxes, papers, which will be torn, ripped, scattered or further subdivided by the mowers, which will result in an objectionable appearance. **The cost of litter removal will be included in the unit price bid for mowing.**
7. Trimming and Edging:
 - a. Trimming and edging shall be performed around all paved areas, including curbs, sidewalks and streets, as well as around plant beds, trees, plants and buildings at the time of mowing. Trimming around plants and trees shall be by appropriate chemical application.
 - b. Maintain an 8 to 10 foot swath between buildings and tree lines and a 4 to 6 foot swath between fences and tree lines to maintain accessibility. Fence lines shall be chemically treated to eliminate unwanted vegetation only if approved by Site Supervisor and with a kill zone of 3-6 inches.
8. Repairs:
 - a. Landscape repairs, excluding irrigation, that become necessary through no fault of the Contractor shall be made promptly by the Contractor upon receipt of a separate release order. The County representative shall request from the Contractor a quotation which shall include a detailed scope of work and a fixed price which shall be in accordance with the hourly rates provide on the Bid Proposal Form. Parts shall be billed separately at Contractor's cost plus the

mark-up provided on the Bid Proposal Form. A copy of the Contractor's supplier receipt for the parts shall be attached to the invoice.

IV. Safety:

- A. All materials and performance of work shall meet all Federal, State and local safety laws currently in effect.
- B. Material Safety Data Sheets shall be submitted to the County's Contract Administrator before application of all chemicals intended for use in the performance of these services. All chemicals shall carry an EPA approval number.
- C. Contractor and sub-contractors shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- D. 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 moved from the County's premises. Safety features of equipment (shields, kill switches, etc.) must be used at all times.
- E. The Contractor and any sub-contractors shall take all necessary precautions for the safety of their employees and of the general public. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and passers-by.
- F. The Contractor shall be solely responsible for compliance with all sections of Chapter 482, Florida Statutes regarding pest control services including proper licensure whether by the Contractor or a sub-contractor.

V. Minimum Standards of Performance:

- A. Grounds shall, at all times, be clean, neat and apparently well tended. All grounds shall be brought up to minimum standard at the beginning of the contract.
- B. At no time shall leaves, trash, clippings or other debris be allowed to accumulate.
- C. All organic and inorganic trash, including grass clippings from mowing and edging, shall be blown or vacuumed from all sidewalks, entryways, steps, plazas and parking lots.
- D. String trimmers shall not be used to trim around trees or other Plants. At Site discretion liquid herbicide may be applied only if the kill area is 3-6 inches from fence lines and non-organics, kill area over 6" sod replaced at contractors expense.

- E. If any plant or turf area dies or becomes weak or unsightly due to general wear, negligence or improper maintenance procedures on the part of the Contractor or any sub-contractor the Contractor shall replace such plant or turf area at the expense of the Contractor.
- F. All areas shall be inspected/documented weekly by Contractor for detection of disease, pest control, irrigation and all other potential landscape problems. Proper and effective remedial action shall be taken immediately upon discovery. The County's Contract Administrator shall be notified of inspection results, problems encountered and the corrective action taken.
- G. No work shall not be performed on weekends.
- H. All pesticide, fertilizer, and herbicide applications must be monitored by County site staff. **Site staff** shall be notified 2 days in advance of applications and upon contractor's arrival at site shall monitor mixing, spreading, spraying, and any other application performed. Spent packaging will then be surrendered to County staff for verification of application rates and products.
- I. No fertilizers are to be applied within 10 feet of water bodies, wetlands or where there is no irrigation.

VI. Landscape Maintenance Services:

	<u>APPLIES</u>	DOES NOT APPLY
A. Pest Control:	_____	_____x_____

Upon award, the Contractor shall provide a written program(s) to control all insect, weed and pest (as defined by Chapter 482, F.S.) problems. If necessary, separate programs shall be provided for each area where pertinent, i.e. mole cricket and other pest control on Bermuda grass areas, and St. Augustine grass areas. If such program(s) does not eliminate pests, a new program(s) shall be provided at no additional cost to the County. In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected by replacement with healthy turf or plants at the Contractor's expense. Submission of such pest control program shall not imply, directly or indirectly, the County's approval or disapproval of the program.

Such program shall include, at a minimum, the following:

1. Contractor shall inspect the entire property, including turf areas, shrubs, trees (including palms), mulch and annuals on a weekly basis for any pest infestation. All infestations, including disease, weeds, fire ants or other pests, shall be treated immediately. The County representative or designee shall be informed of infestations discovered and treatments applied.

APPLIES **DOES NOT**
APPLY
_____ x _____

B. Bermuda Grass Athletic Fields

1. Fertilization:

The following is the minimum fertilization plan for bidding purposes. If a fertilization plan which is a result of a soil test by the County requires an increase in price, a proposal for such increase shall be provided to the County Representative or designee with the fertilization plan. Such price increase may be approved in accordance with the Special Terms and Conditions provision entitled Changes – Service Contracts.

The fertilizer program is designed to apply seven pounds of nitrogen per 1000 square feet per year (300 pounds of nitrogen per acre per year). The program will apply adequate amounts of potassium and minor elements as well.

Dolomite will be used to maintain adequate amounts of calcium and magnesium, as well as keep a proper pH range. When a high soil pH (above 7) is present, other sources of calcium and magnesium will be applied.

NOTE: All fertilizer materials are to be granular between Size Guide Numbers (SGN) 210 and 240. Also, all fertilizer materials will be delivered in fifty pound bags. Empty bags and other product containers must be accounted for and presented to Orange County site staff following each application.

February: Apply 400 pounds per acre of a 15-0-15 fertilizer with two (2) units magnesium and one (1) unit manganese. The nitrogen sources are to be three and one-half units of sulfur coated urea, three and one-half units of nutralene or equivalent, one-half unit Milorganite or equivalent, and the balance of the nitrogen from granular ammonium sulfate and (diammonium phosphate) DAP.

The rest of the fertilizer is to be made from DAP, muriate of potash, (sulfate of potash magnesium) SPM and manganese sulfate.

April: Apply granular ammonium sulfate at the rate of 200 pounds per acre.

June: Apply a 15-0-15 fertilizer at the rate of 300 pounds per acre. Nitrogen source is to be the same as the 15-0-15 except the balance of the nitrogen is from ammonium sulfate only.

August: Apply granular ammonium sulfate at the rate of 200 pounds per acre.

October: The same application as February.

December: Apply granular ammonium sulfate at the rate of 200 pounds per acre.

2. Mowing:

a. Bermuda grass shall be mowed a minimum of two times per week or as often as necessary to maintain a height of 1.0 inch during the off season and a height of $\frac{3}{4}$ inch to 1 inch during the growing season. No more than $\frac{1}{4}$ to $\frac{1}{3}$ of the leaf areas is to be removed at each mowing.

b. A gas powered **11 blade reel** mower only shall be used, the blade of which shall be kept sharpened to the degree necessary to obtain a clean cut.

c. Mowing patterns shall vary each time at an angled increment to the previous pattern.

d. Grass should be bagged and removed. Clippings may be left on the fields **only** if they are not clumped thereby impeding the roll of the ball. Should the clippings be too thick or clumped, in the sole opinion of the County, they shall be removed immediately upon demand.

e. Mowing times will be limited due to scheduling of the fields. The County representative or designee will provide a schedule of events when available.

f. No mowing of ball fields will be performed during or within two hours of rain.

4. Pest Control:

a. Grass shall be kept weed, insect and disease free at all times. The appropriate pesticides shall be applied at all times and spot treated as necessary to keep a clean, weed-free appearance.

<u>APPLIES</u>	DOES NOT
<u> </u>	<u>APPLY</u>
<u> x </u>	<u> </u>

C. St. Augustine Grass Areas

1. Fertilization:

- a. The following is the minimum fertilization plan for bidding purposes. If a fertilization plan which is a result of a soil test by the County requires an increase in price, a proposal for such increase shall be provided to the County with the fertilization plan. Such price increase may be approved in accordance with the Special Terms and Conditions provision entitled Changes – Service Contracts.

The fertilizer program is designed to apply four pounds of nitrogen per 1000 square feet per year (175 pounds of nitrogen per acre per year.)

February – Apply a 15-0-15 fertilizer at the rate of 400 pounds per acre.

June – Apply granular ammonium sulfate at the rate of 200 pounds per acre.

October - Apply a 15-0-15 fertilizer at the rate of 400 pounds per acre.

- b. All fertilizers shall be applied to dry surfaces and thoroughly watered in immediately following application.
- c. Chemical retardants will be allowed to be used in remote areas only (non-playing areas), if properly labeled in bahia grass areas.

2. Mowing:

- a. St. Augustine grass shall be mowed a minimum of once per week or as often as necessary from April 1 through September 30 and not less than once every 2 weeks from October 1 through March 31.
- b. Grass clippings should be bagged and removed.
- c. All common grass areas shall be mowed at a height of 3 inches and shall not grow to more than 4 inches.

3. Pest Control:

a. Pre-emergence weed control

February – apply a pendimethalin herbicide, such as PreM. Pendulum, etc.

May - apply a pendimethalin herbicide, such as PreM. Pendulum, etc.

August - apply a pendimethalin herbicide, such as PreM. Pendulum, etc.

b. Post-emergence weed control – as needed to keep the fields free of broadleaf and sedge type weeds.

	APPLIES	DOES NOT APPLY
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D. Trees and Shrubs

_____	_____ x _____
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Contractor shall apply according to manufacturer’s specifications or recommendation of 8-10-10 with all minor elements, 50% slow release azalea/camellia fertilizer at the rate of 1 lb. per 1,000 square feet on all azaleas and acid loving plants. 13-3-13 with all minor elements, 5% slow release shall be applied to remaining shrubs and trees. Shrubs and trees shall be fertilized each spring, summer and fall. All palms shall be fertilized with a formulation made specifically for palms and 50% slow release. Citrus shall be fertilized with 8-10-10. Additional nutrients shall be applied to any plant material, including trees, palms, etc. when deficiencies occur.

1. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, shall be at the County’s expense.

	<u>APPLIES</u>	<u>DOES NOT APPLY</u>
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E. All Sports Fields

_____	_____ x _____
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1. Fields shall be de-thatched a minimum of once per year to prevent any thatch buildup. Scalping and/or verticutting shall be performed in April or May. Scalping shall be performed on bermuda turf by gradually lowering mowing height until it reaches ½ inch, mow 2 additional times at that height before raising back to ¾-1 inch cut.

APPLIES **DOES NOT**
APPLY

F. Irrigation:

_____x_____

Inspection

1. Contractor shall inspect the irrigation system once per month with County Representative to ensure that all components are functioning properly and shall report the findings of each inspection to the County representative.
2. All irrigation heads shall be in the proper orientation at all times (i.e. vertical, horizontal) for complete operation and distribution of water by the irrigation heads employed.

APPLIES **DOES NOT**
APPLY

_____x_____

Repairs

1. All repairs or replacements of original parts shall be the Contractor's responsibility upon determination and agreement by both parties that the damage was caused by the Contractor. Otherwise it shall be at the County's expense.

Should there be a repair necessary to the controller/clock/well, etc. not caused by the Contractor, Contractor shall notify the County Representative. Irrigation repairs that become necessary through no fault of the Contractor shall be repaired within 24 hrs. by the Contractor upon receipt of a separate release order. The County representative shall request from the Contractor a quotation, which shall include a detailed scope of work and a fixed price which shall be in accordance with the hourly rates provided on the Bid Proposal Form. Parts shall be billed separately at Contractor's cost plus the mark-up provided on the Bid Proposal Form. A copy of the Contractor's supplier receipt for the parts shall be attached to the invoice.

2. All irrigation shall be programmed for application before 6:30 A.M. and shall be monitored to ensure that the functions of the site are not disrupted by the irrigation operations or inspections.
3. Application shall be accomplished so that plants are watered deeply and infrequently. Contractor shall verify proper irrigation coverage and proper water relationships weekly to avoid prolonged dry/wet conditions.
4. Repairs shall be made within twenty-four hours.

5. Contractor shall have a qualified, licensed irrigation technician capable of manually running the system.
6. Soil moisture tests shall be provided at the request of the Contract Administrator or designee.

	<u>APPLIES</u>	<u>DOES NOT</u>
	<u>APPLY</u>	<u>APPLY</u>
G. Bahia Turf Areas:	_____x_____	_____

1. Mowing:
 - a. Mowing height for St. Augustine or Bahia turf shall be at 3 inches and shall not be permitted to grow to more than 4 inches.
 - b. Turf shall be mown once per week from April 1 through September 30 and once every two weeks from October 1 through March 31.

	<u>APPLIES</u>	<u>DOES NOT</u>
	<u>APPLY</u>	<u>APPLY</u>
H. Landscape Beds:	_____x_____	_____

1. All planting beds, ground covers and mulched areas shall be maintained free of weeds, trash, fallen limbs and dead vegetation.
2. All plants shall be maintained to a well-shaped appearance, according to each species' natural growth habit. Flowering shrubs shall be pruned in the proper season to allow fully flowering potential for the following flowering season. Grouped plantings shall be allowed to form masses appropriate to the species.
3. Contractor shall maintain all trees to a minimum clearance of 12 feet high from grade. Sucker growth and dead material shall be removed from all trees and shrubs within a radius of 25 feet.
5. Contractor shall apply fertilizer according to the manufacturer's specifications or recommended 8-10-10, 50% slow release or better, with iron and manganese to all landscaped beds, each spring, summer and fall. Fertilizers shall be applied to dry surfaces and watered in immediately. Additional applications of appropriate plant nutrients shall be applied when conditions warrant.
6. A pre-emergence and post-emergence herbicide shall be applied in the landscape beds to prevent weed encroachment.

<u>APPLIES</u>	DOES NOT
<u> </u>	<u>APPLY</u>
<u> </u>	<u> x </u>

I. Mulch:

1. All mulches shall be provided by the Contractor at the Contractor's expense and are to be maintained at 2 inches to 2-1/2 inches thickness inside existing tree rings or landscape beds. They shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. **Mulch shall be installed immediately upon this bid award.**
2. Mulch shall be pine bark or melaleuca as directed by the County representative.
3. Mulch shall be replaced a minimum of twice per year at Contractor's expense.

<u>APPLIES</u>	DOES NOT
<u> </u>	<u>APPLY</u>
<u> </u>	<u> x </u>

J. Playgrounds:

1. All playground areas shall be maintained to the same degree as other grounds.
2. Playground areas shall be kept free of ants, other insects, weeds and other pests.
3. Playground areas shall be kept level at all times. Areas under swings, slides, etc. shall be filled and kept at grade as often as necessary at the Contractor's expense. Areas under and around playground equipment shall be kept neat and clean at all times.
4. All playground surfacing shall be maintained at a depth based upon current Consumer Product Safety Commission standards for the critical height, fall- zone, and type of surfacing used under swings, slides, climbers, etc. A copy of the U.S. Consumer Products Safety Commission Handbook for Public Playground Safety may be obtained by contacting the U.S. Consumer Product Safety Commission, Washington, D.C. 20207, Phone: 1-800-638-2772.
5. Playground surfacing shall be replaced a minimum of once per year (this does not include filling in of worn areas which may require additional surfacing material).

APPLIES **DOES NOT**
APPLY

K. Horse Trails

_____ x

1. Horse trails shall be kept free of all trash and debris (organic and non organic).
2. Trails shall be kept cleared at a minimum of approximately 6 feet wide or at the current width and 12 feet high. All branches, vines, weeds, trees and similar vegetation shall be kept cleared through this area.
3. Fire ants and mounds (and other pests) shall be treated immediately upon discovery during weekly service.

APPLIES **DOES NOT**
APPLY

L. Bike Trails

_____ x

1. All edges shall be mechanically dressed not less than once per month from November 1 through February 28 and twice per month from March 1 through October 31, including around all plant beds, curbs, sidewalks, streets, trees, plants, buildings, roadways, pavement, signs, etc.
2. Herbicides shall not be used in these areas.
3. All fence lines abutting the trail shall be kept free of plant growth. Herbicides may be used in this instance.
4. Asphalt/paved areas shall be vacuumed/blown after servicing.
5. Trash/Garbage Removal:
 - a. All trash/garbage, including dead animals, along the entire trail, shall be removed from the property and properly disposed of.
 - b. Parking areas shall be kept free of all debris, trash, garbage, limbs, glass, etc. so as to maintain a neat and safe appearance and condition.

- 6. Drainage ditches and canals:
 - a. Where there are a series of ditches, swales and canals along the bike trail, Contractor shall cut vegetation 3 to 4 feet from the crest of the bank. Care shall be given not to scalp vegetation along these ditches so as to maintain the structural integrity of the banks.
 - b. Contractor shall use a string trimmer on the upper 1 foot of all canal banks. Canals deeper than 4 feet shall not be the Contractor's responsibility.

- 8. Irrigation:
 - a. Existing municipalities will maintain irrigation systems. Contractor shall be responsible for replacing broken sprinkler heads that are damaged by Contractors equipment.

	DOES NOT
<u>APPLIES</u>	<u>APPLY</u>
_____	_____ x _____

M. Non-Recycling Trash Can

- 1. Contractor shall empty non-recycling trash cans each visit when mowing. Contractor shall replace plastic liners as needed. All trash shall be properly disposed of off the property being serviced.

BID PROPOSAL FORM
IFB #Y10-109-PD

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment an/or services in strict accordance with the scope of work defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive overhead, profit and any other costs.

ITEM NO.	DESCRIPTION	PRICE PER MONTH	X 12 =	TOTAL PRICE
1.	Exterior Landscape Management at Lake Down Boat Ramp as specified.	\$ <u>97</u>	X 12 =	\$ <u>1,164</u>
2.	Exterior Landscape Management at Lake Pearl Park as specified.	\$ <u>188</u>	X 12 =	\$ <u>2,256</u>
3.	Exterior Landscape Management at Honolulu Park as specified.	\$ <u>227</u>	X 12 =	\$ <u>2,724</u>
4.	Exterior Landscape Management at Interlaken Park as specified.	\$ <u>254</u>	X 12 =	\$ <u>3,048</u>
5.	Exterior Landscape Management at Parks and Recreation Warehouse as specified.	\$ <u>253</u>	X 12 =	\$ <u>3,036</u>
6.	Exterior Landscape Management at Beeman Park as specified.	\$ <u>160</u>	X 12 =	\$ <u>1,920</u>
7.	Exterior Landscape Management at Gotha Park as specified.	\$ <u>245</u>	X 12 =	\$ <u>2,940</u>
TOTAL BID (Items 1-7)				\$ <u>17,088</u>

The County reserves the right to reject any bid which is deemed insufficient for proper performance.

AmericScapes
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 as specified After Receipt of Order (ARO) per Special Terms and Conditions #6.

Inquiries regarding this Invitation for bids may be directed to Perry Davis, Senior Purchasing Agent, at telephone number (407) 836-5638.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, Schedule of Sub-Contracting, current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: AmeriScapes Landscape

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

TIN#: 20-5870041

Address: P.O. Box 568762 532 Haines Ave Orlando
(Street No. or P.O. Box Number) (Street Name) (City)
Orange Florida 32856
(County) (State) (Zip Code)

Contact Person: Billy Butterfield

Phone Number: (407) 872-0855 Fax Number: (407) 872-8579

E-mail Address: ameriscapes-landscape@ah.net

EMERGENCY CONTACT

Emergency Contact Person: Billy Butterfield

Telephone Number: (407) 872-0855 Cell Phone Number: (407) 872-0855

Residence Telephone Number: (407) 872-0855

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone Number/E-Mail
<u>Billy Butterfield</u>	<u>Manager</u>	<u>(407) 872-0855</u>
<u>David Monroe</u>	<u>Manager</u>	<u>(407) 872-0855</u>

Billy Butterfield
(Signature) _____ (Date) 9/12/09

Manager
(Title) _____

A Meni Scapes
(Name of Business) _____

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

- Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: FL

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

Federal I.D. or Social Security number is 20-70041

ACKNOWLEDGEMENT OF ADDENDA

The bidder/proposer shall acknowledge receipt of any addenda issued to the 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 or proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. , Date Addendum No. , Date

Addendum No. , Date Addendum No. , Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
AmericaScapes 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

9/12/09

Date

SCHEDULE OF SUBCONTRACTING
IFB NO. Y10-109-PD

As specified in Section 22 of the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted
N/A			

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

The undersigned firm, 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 firm 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 firm, **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.

AmeriScapes
COMPANY NAME
Billy Butterfield
AUTHORIZED SIGNATURE
Billy Butterfield
NAME (PRINT OR TYPE)
Manager
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. 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 proposal.

RELATIONSHIP DISCLOSURE FORM
For use with procurement items except
When the County is the principal or primary applicant

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offeror, quoter or respondent or his/her agent and shall be submitted to the Purchasing Division by the bidder, offeror, quoter or respondent or his/her agent.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

APPLICANT(S) INFORMATION

Name of Applicant(s): AmeriScapes

Business Address (Street/P.O. Box, City and Zip Code): P.O. Box 56872 Orlando
FL 32856

Business Phone (407) 872-0855

Facsimile (407) 572-8579

IS THE BIDDER, OFFEROR, QUOTER OR RESPONDENT OR ANY PERSON INVOLVED IN THIS SOLICITATION A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

IS THE MAYOR OR ANY MEMBER OF THE BCC YOUR EMPLOYEE?

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

 YES K NO

If you responded yes to any of the above questions, please state with whom and explain the relationship: _____

Solicitation # 410-109-PD

ORIGINAL SIGNATURE 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 solicitation is scheduled to be presented. 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: 9/12/09


Signature

Billy Butterfield Manager
Print Name and Title

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This form should be completed in full and filed with all bids, proposals, quotes or other responses to the Orange County Solicitation and shall remain cumulative. Amendments to the initial report shall also be submitted to the Purchasing and Contracts Division.

Part I

Please complete the following:

Name and Address of Principal or Principal's Authorized Agent: AMENYSCAPES
P.O. Box 568762 Orlando FL 32856

Name and Address of Lobbyist, consultants, contractors, if any: _____

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, 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). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

Date of Expenditure	Name of Payee	Description of Expenditure	Amount Expended
			\$
			\$
			\$
			\$
			\$
			\$

If continued on a separate sheet, please check here _____

Date of this Report: 9/12/09

Total Expenditures this Report: \$ 0

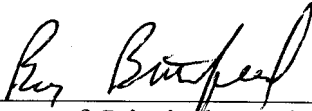
Solicitation # 410-109-PD

Specific Project Expenditure Report (December 16, 2008)

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further 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 incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. 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.

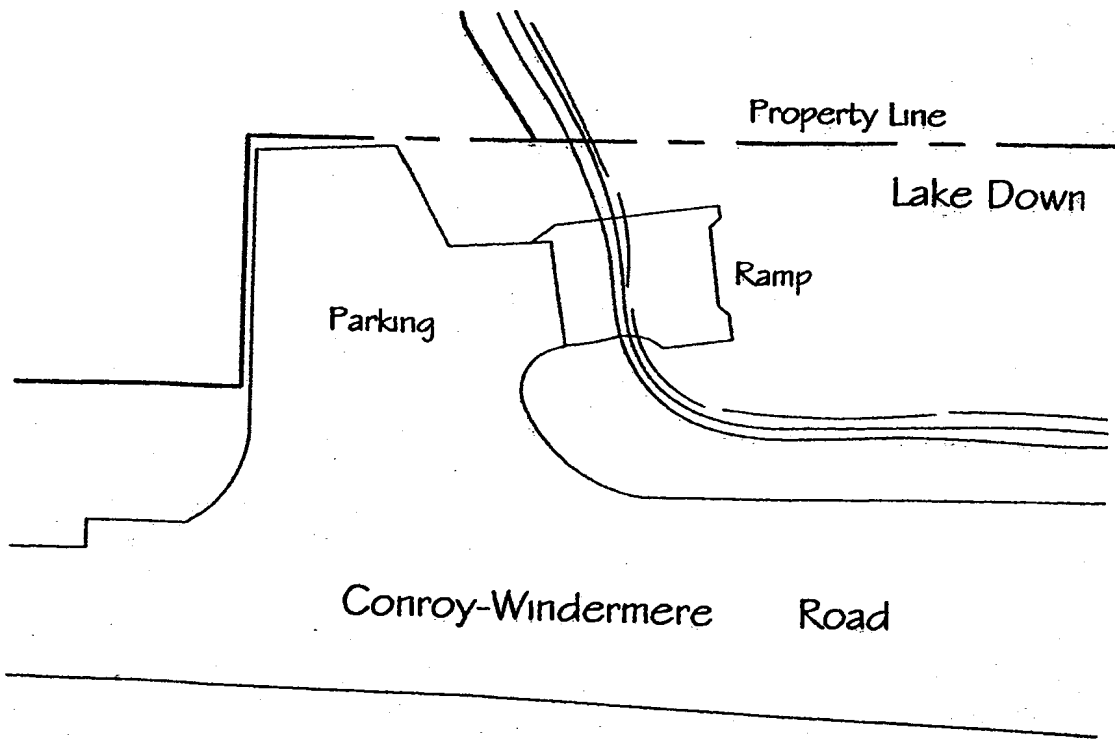
Date: 9/12/09



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

Failure to complete and submit this form with your bid, proposal or response may render it non-responsive.

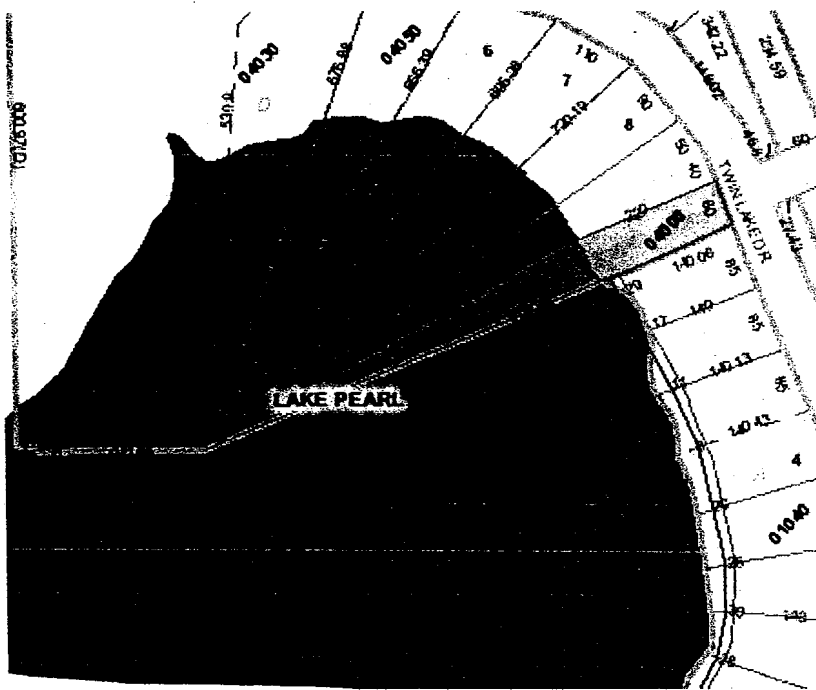
Lake Down Boat Ramp



Legend

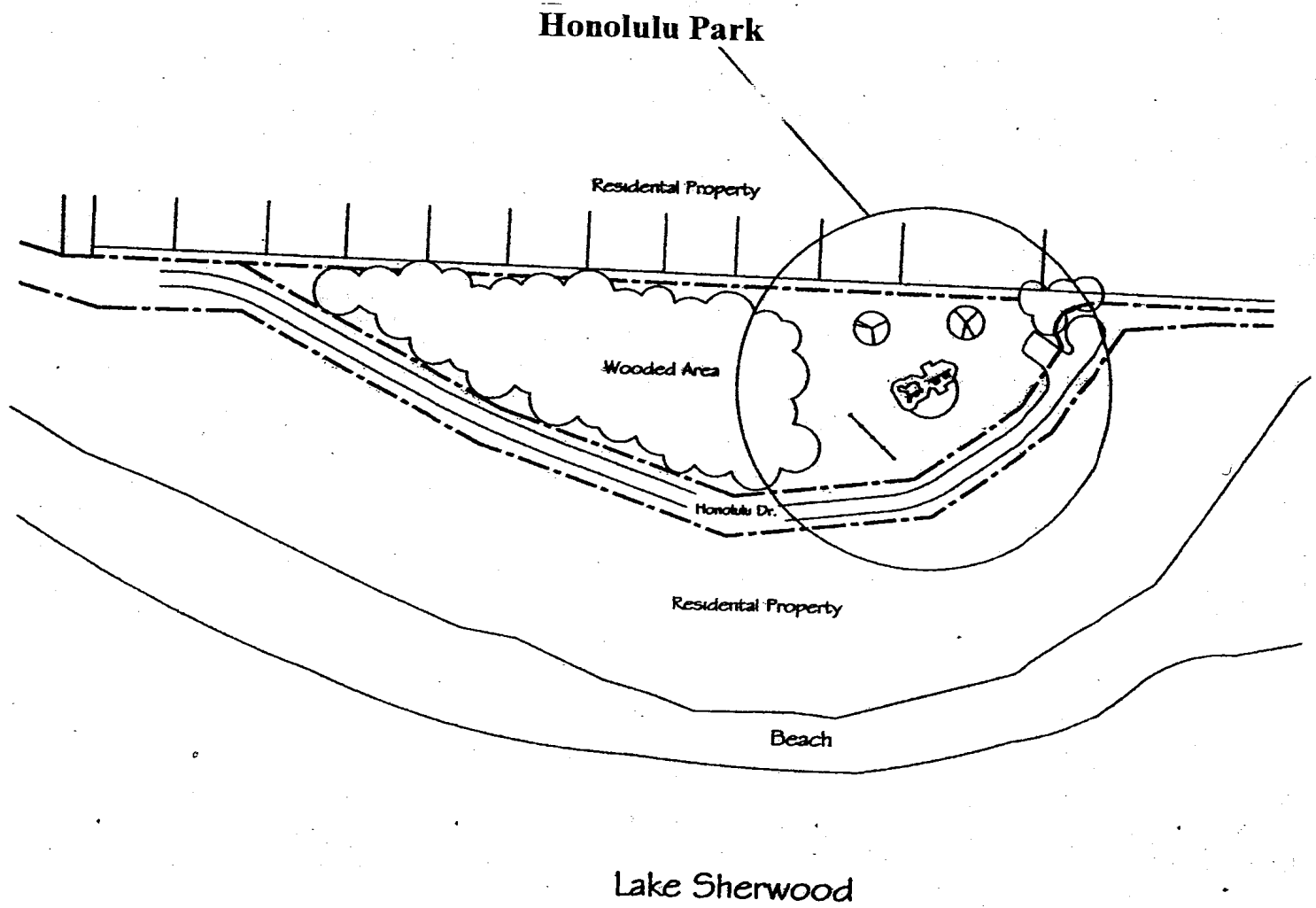
Applies – VI. A,F,G,H,J,I

Lake Pearl Park



Legend

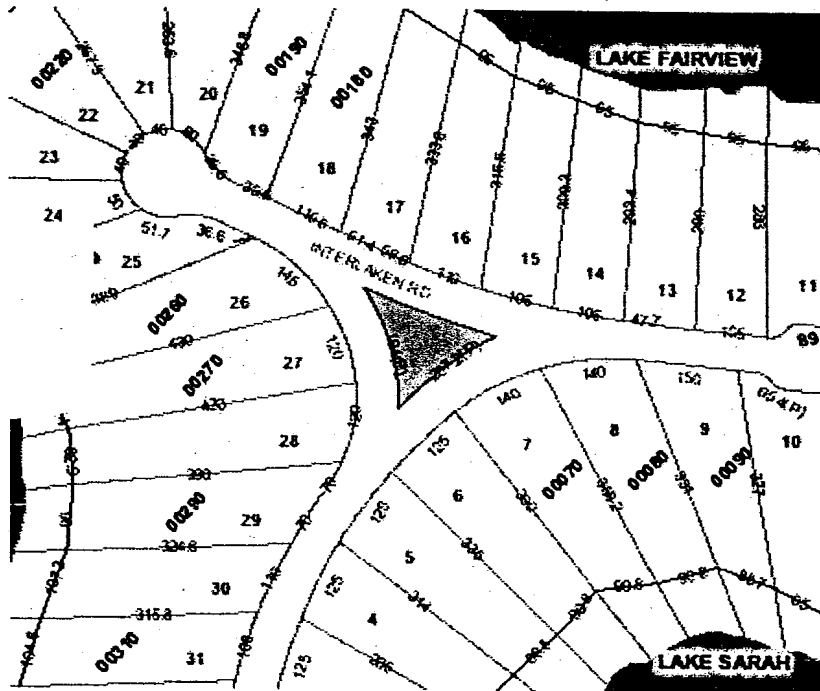
Applies - VI. A, F, G, H, M



Legend

Applies – VI. A,F,G,H,J,M

Interlaken Park

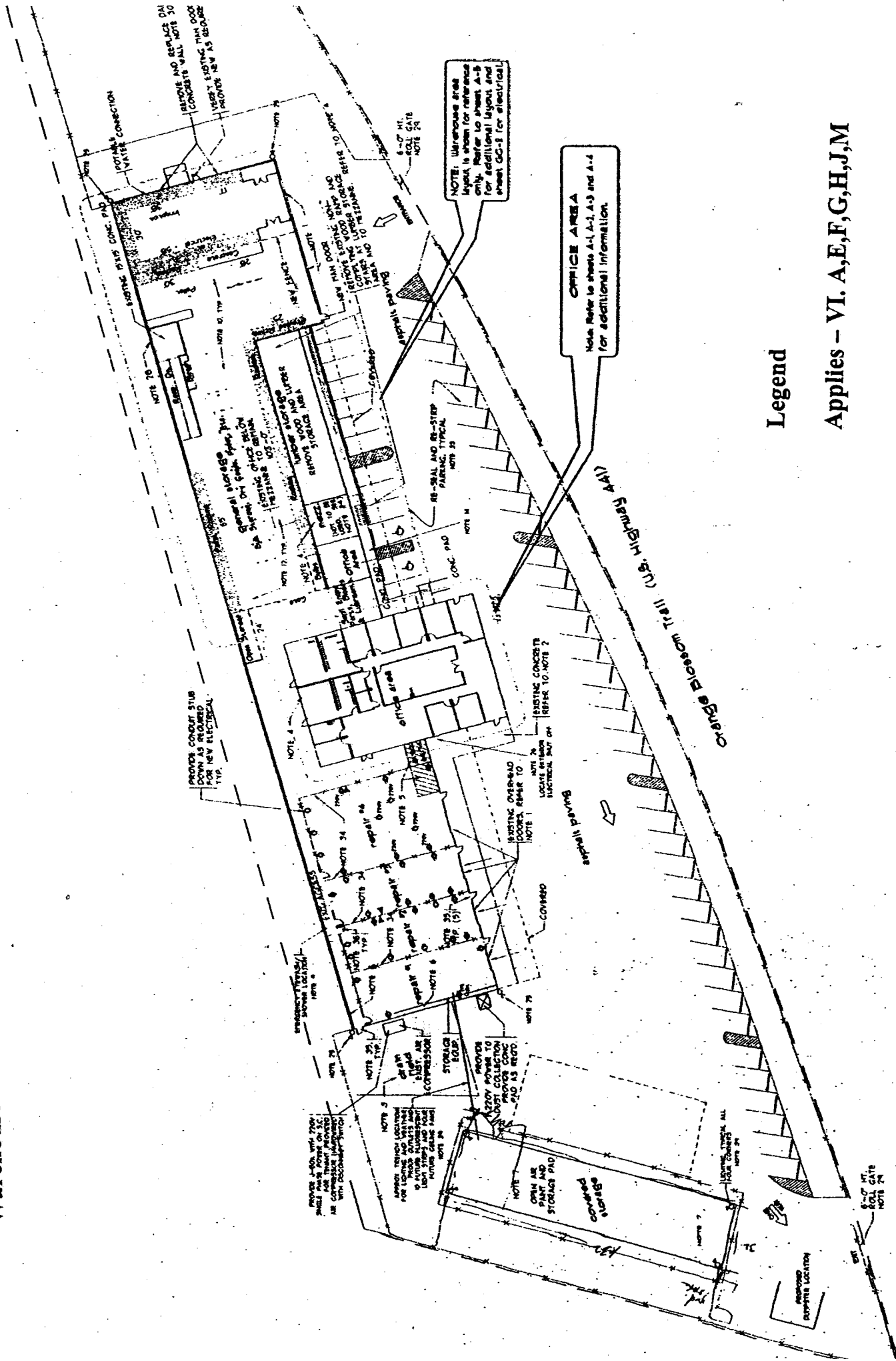


Legend

Applies - VI. A,E,F,G,H, M

Warehouse

11



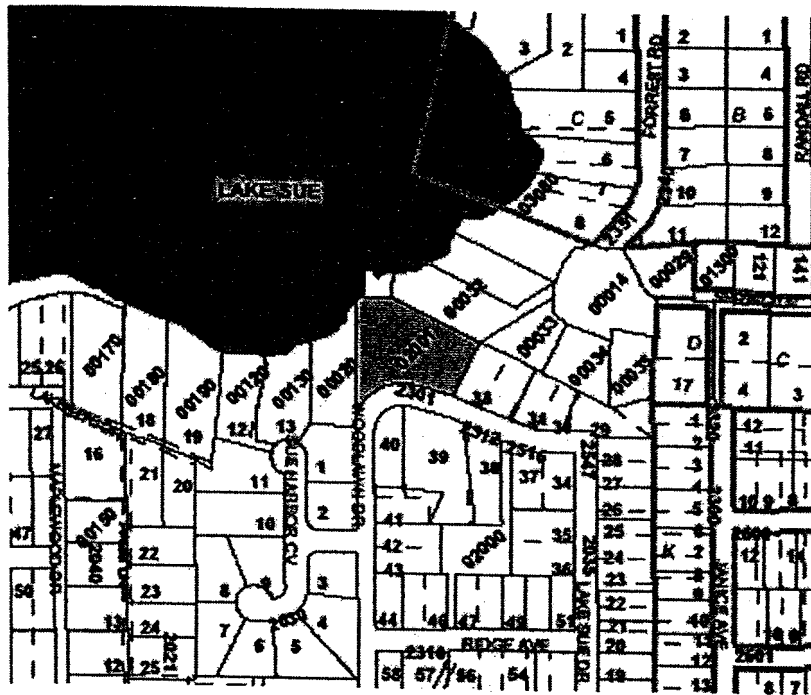
NOTE: Warehouse area layout is shown for reference only. Refer to sheets A-1 through A-4 for additional layout and sheet GC-1 for electrical.

OFFICE AREA
Note: Refer to sheets A-1, A-2, A-3 and A-4 for additional information.

Legend

Applies - VI, A, E, F, G, H, J, M

Beeman Park



Legend

Applies – VI. A, F, G, H, , M

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EVERY MAKE. EVERY MODEL. EVERYTHING YOU NEED TO KNOW.

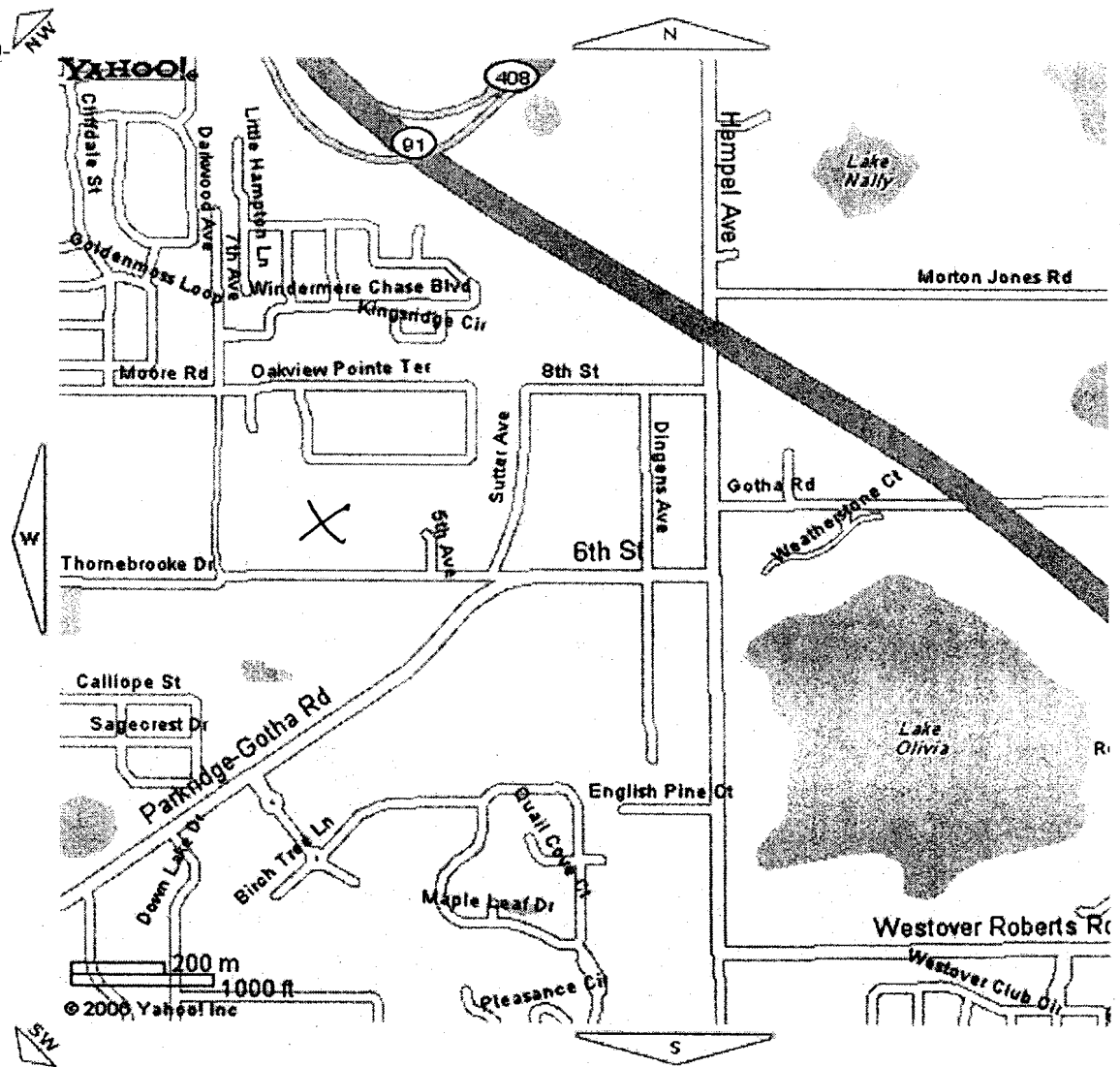


YAHOO!
FIND YOUR VE

★ Map for: Gotha, FL 34734

Driving Directions: To Here - From Here Printable Version Email Map Link to this Map

1st.3city567state910-
Zoom
Out
 small map



See these business locations on this map
