



**ORANGE COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
PROCUREMENT DIVISION

Effective Date: July 1, 2020

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

**AMENDMENT NO. 4**

**CONTRACT #Y17-1031  
LANDSCAPE MANAGEMENT AT MEADOW WOODS PARK**

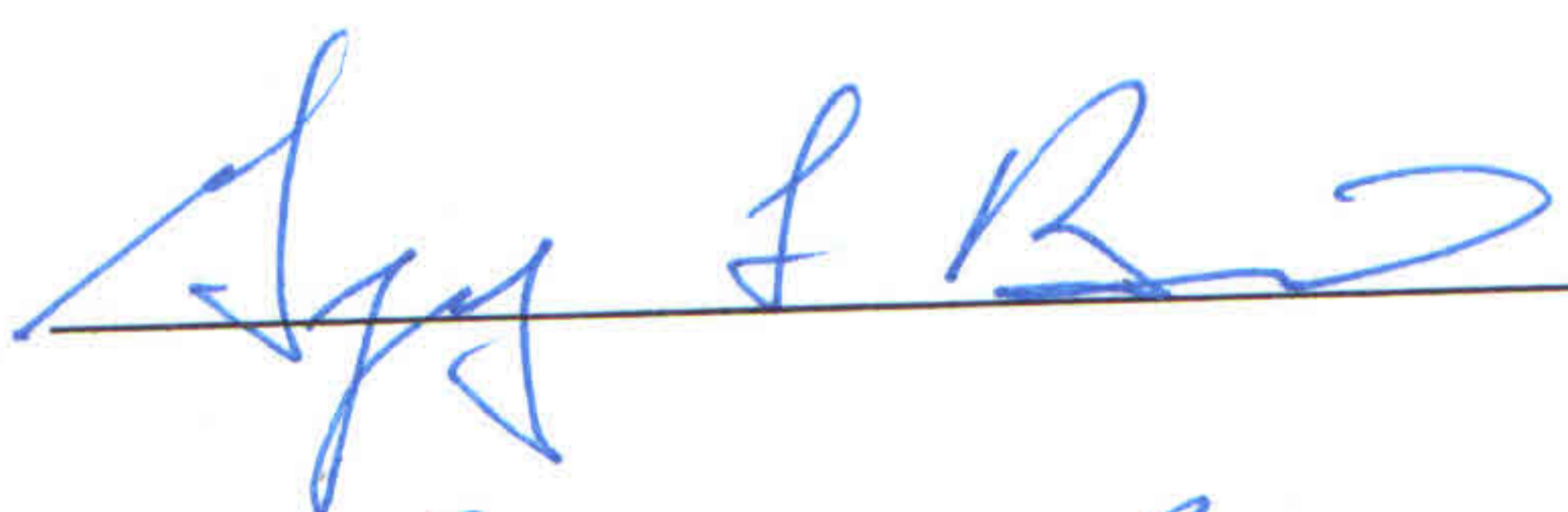
By mutual agreement, the contract is changed as follows:

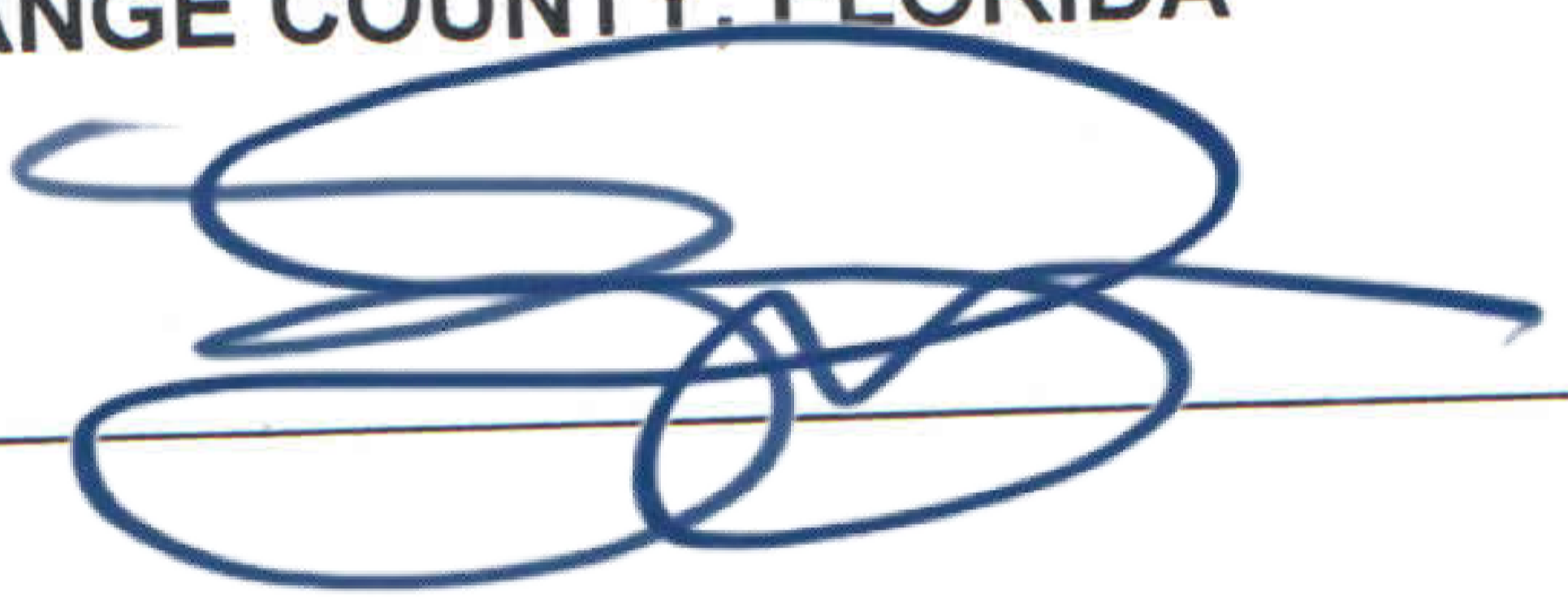
1. The term of the contract is hereby extended from July 1, 2020 through July 31, 2020. All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**GROUNDTEK OF CENTRAL FLORIDA**

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

By: 



Print Name: Gregory Benz

Zulay Millan, Assistant Manager

Title: Director of Operations

Procurement Division

Date: 6/8/20

Date: June 11, 2020



---

**GROUNDTEK OF CENTRAL FLORIDA, LLC and  
AERO GROUNDTEK, LLC  
and  
ORANGE COUNTY, FLORIDA**

---

**NOVATION AGREEMENT**

---

This agreement is made and entered into this   12   day of   February  , 2019, by and between GROUNDTEK OF CENTRAL FLORIDA, LLC (“Transferor”), a corporation duly organized and existing under the laws of the State of Florida with its principal office in Orange County, Florida; AERO GROUNDTEK, LLC (“Transferee”), a limited liability company duly organized under the laws of the State of Delaware with its principal office in Nassau County, New York and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“County”).

**WITNESSETH:**

WHEREAS, the County has entered into certain contracts with the Transferor, as shown on the list attached hereto as **Exhibit A**; and

WHEREAS, the term “Contracts,” as used in this agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the County and the Transferor before the effective date of this agreement, and includes all modifications made under the terms and conditions of these contracts and purchase orders between the County and the Transferee, on or after the effective date of this agreement; and

WHEREAS, as of the date set forth above and with the consent of ORANGE COUNTY, the Transferor has transferred to the Transferee certain assets of the Transferor, including the contracts shown on **Exhibit A**, pursuant to that certain Asset Purchase Agreement, (the “Purchase Agreement”), by and among Transferor, GROUNDTEK IRRIGATION LLC, a Florida limited liability company, George L. Bori, Sr., GLB FLORIDA, LLC, a Florida limited liability company, GLB UTAH, LLC, a Utah limited liability company, and Transferee, which Purchase Agreement shall be provided by the Transferor to ORANGE COUNTY subsequent to the date set forth above; and

WHEREAS, Transferee has acquired such assets of the Transferor, including the contracts shown on **Exhibit A**, by virtue of the above transfer; and

WHEREAS, Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer; and

WHEREAS, by execution of this Novation Agreement, Transferee agrees that it shall fully perform and hereunder be liable for all obligations that may exist under the contracts; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Contracts.
2. The Transferee agrees to be bound by and to perform each Contract in accordance with its terms and conditions. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee were the original party to the Contracts.
3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the Transferee had taken the action.
4. The County recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee, by this agreement, becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts. Following the effective date of this agreement, the term "Contractor" or "Vendor," as used in the Contracts, shall refer to the Transferee.
5. Except as expressly provided in this agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.
6. All payments previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contracts. All payments made by the County after the Transferor delivers a copy of the Purchase Agreement in the name of the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the County's obligations under the Contracts to the extent of the amounts paid.
7. Neither the Transferor nor Transferee shall pledge the County's credit or make it a guarantor of payment or surety for any contracts, debt, obligation, judgment, lien, or any form of indebtedness. Transferor and Transferee further warrant and represent that they have no obligations or indebtedness that would impair their ability to fulfill the terms of this agreement.

8. The Transferor and the Transferee agree that the County is not obligated to pay either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this agreement, other than those that the County in the absence of this transfer or this agreement would have been obligated to pay or reimburse under the terms of the Contracts.

9. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee –

a. Assumes under this agreement; or

b. May undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

10. The Contracts shall remain in full force and effect, except as modified by this agreement. Each party has executed this agreement as of the day and year first above written.

11. The rights and obligations of Transferee and County pursuant to this agreement shall not become effective until the date on which Transferor provides a fully executed copy of the Purchase Agreement to the County. For the avoidance of doubt, if the transactions contemplated by the Purchase Agreement fail to close, this agreement shall be null and void.

**ORANGE COUNTY, FLORIDA**

By:  \_\_\_\_\_

Title: Zulay Millan, Assistant Manager

Date: April 30, 2020

**GROUNDTEK OF CENTRAL FLORIDA, LLC**

By:  \_\_\_\_\_

Title: **VICE PRESIDENT**

Date: 4/30/20

**AERO GROUNDTEK, LLC**

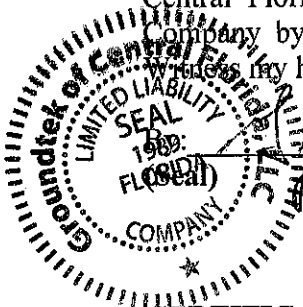
By:  \_\_\_\_\_

Title: **CFO**

Date:

**CERTIFICATE**

I, Gregory Bori, certify that I am duly authorized by the Secretary of GroundTek of Central Florida, LLC, to execute this Certificate on behalf of the Company, LLC, that I, Gregory Bori, who signed this agreement for this corporation, was then the Vice President of GroundTek of Central Florida, LLC; and that this agreement was duly signed for and on behalf of this Company by authority of its governing body and within the scope of its corporate powers. Witness my hand and seal of this Company this day of April 30 2020



**CERTIFICATE**

I, Richard Summers, certify that I am the Secretary of AERO GROUNDTEK, LLC, that Sal Sacco, who signed this agreement for this corporation, was then Chief Financial Officer of this corporation; and that this agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and seal of this corporation this day of April 30 2020

Richard Summers  
By: \_\_\_\_\_  
(Corporate Seal)

**AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF ORANGE

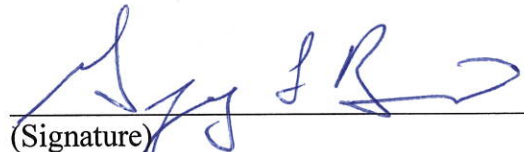
BEFORE ME, the undersigned authority, personally appeared Gregory L Bori who upon being sworn deposed and stated as follows:

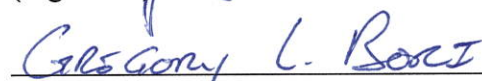
1. My name is Gregory L. Bori and I am the authorized agent of Groundtek of Central Florida, LLC ("Transferor") in the position of Vice President. I have signed this affidavit for the Transferor and certify that this affidavit was duly signed for and on behalf of the Transferor by authority of its governing body and within the scope of its corporate powers. I have personal knowledge of the matters stated in this affidavit. I am above the age of 18 years.

2. The Transferor has entered into subcontracts with subcontractors and/or suppliers under the "Contracts," as this term is used in the Novation Agreement entered into on April 30, 2020 by and between the Transferor, Transferee, Aero Groundtek, LLC and Orange County, Florida.

3. Among said subcontractors and/or suppliers, the following one(s) have either not been paid or have been partially paid for their goods and/or services under the Contracts:  
NONE.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED before me this 30 day of April, 2000 by Gregory Bon, who is  personally known to me or  produced as identification:

(NOTARY SEAL)



DOROTHY MONICA WILDER  
Commission # GG 271713  
Expires February 15, 2023  
Bonded Thru Budget Notary Services

Dorothy Wilder  
Notary Public Signature

Dorothy Wilder  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No.: GG 271713  
My Commission Expires: 2/15/23



## ESTOPPEL CERTIFICATE

To: AERO GROUNDTEK, LLC

Re: Contract Name(s): See attached Exhibit A  
Contract Date(s): See attached Exhibit A  
Between: GroundTek of Central Florida, LLC and Orange County, Florida

Gentlemen:

The undersigned, GroundTek of Central Florida, LLC, a limited liability company duly organized and existing under the laws of the State of Florida ("Transferor"), has or is about to transfer certain assets, including the contracts identified on **Exhibit A** hereto, to Aero GroundTek, LLC a limited liability company duly organized and existing under the laws of the State of Delaware ("Transferee"). Orange County, Florida ("County") has entered into certain contracts with the Transferor, namely those contracts identified on **Exhibit A** hereto. The term "Contracts," as used in this certificate, means those contracts and purchase orders set forth in **Exhibit A** hereto and all other contracts and purchase orders, including all modifications made between the County and the Transferor before the date hereof. The County has requested that the Transferor deliver this Estoppel Certificate to the Transferee. The Transferor, as a party to the Contracts, hereby certifies to the Transferee, its successors, and assigns, as of the date hereof as follows:

1. The Contracts (including any amendments to those contracts) are in full force and effect. The Contracts have not been amended, modified or supplemented, except as follows:  
None.
2. The amount the County or Transferor has paid or is currently paying under the Contracts is as per the terms set forth in the contracts.
3. The commencement date of the Contracts will be after execution of the novation agreement, and subject to such further terms as set forth therein.
4. No default on the part of Transferor or County exists under the Contracts. No event that with the giving of notice or the passage of time, or both, that would constitute a default by Transferor or County under the Contracts has occurred. The County has no offset, defense, deduction or claim against Transferor.
5. The County has not assigned, sublet or transferred its interest in the Contracts, or any part thereof.
6. No bankruptcy or insolvency proceedings are pending by or against the County.

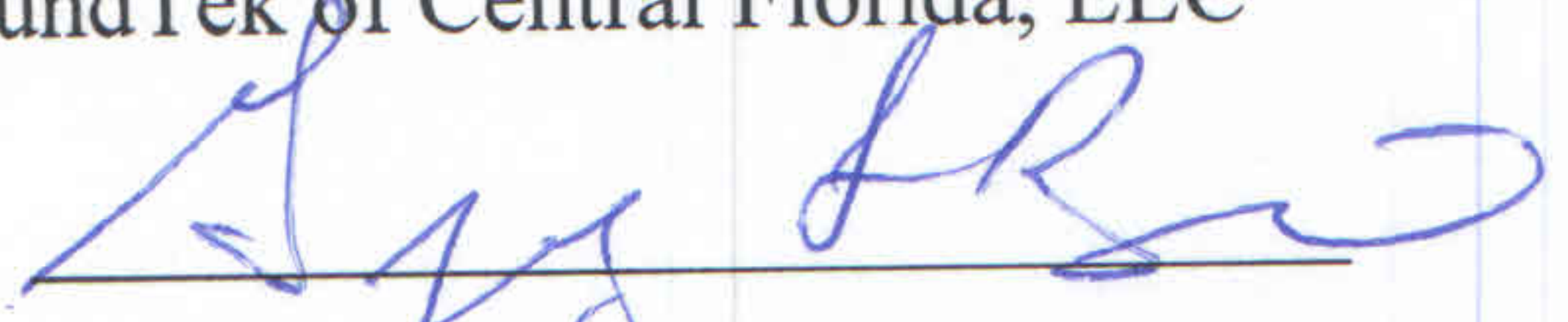


7. There is no outstanding material dispute of any nature between the County and the Transferor with respect to the Contracts.

The statements contained herein may be relied upon by Transferee and Transferee's assigns. The undersigned person hereby certifies that he or she is duly authorized to execute and deliver this Estoppel Certificate on behalf of Transferor.

DATED this 30 day of April, 2020.

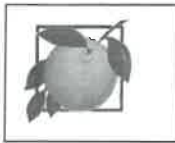
TRANSFEROR  
GroundTek of Central Florida, LLC

By: 

Name: Gregory Bori

Title: Vice President





**ORANGE COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
PROCUREMENT DIVISION

Effective Date: April 1, 2020

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

**AMENDMENT NO. 3**

**CONTRACT #Y17-1031  
LANDSCAPE MANAGEMENT AT MEADOW WOODS PARK**

By mutual agreement, the contract is changed as follows:

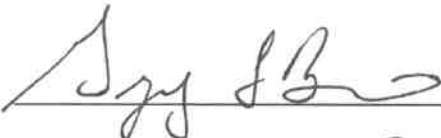
1. This amendment increases the contract estimated amount from \$19,610 to \$22,520, for a total increase of \$2,910.00.
2. The term of the contract is hereby extended from April 1, 2020 through June 30, 2020, in the amount of \$2,910.00.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**GROUNDTEK OF CENTRAL FLORIDA**

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

By: 



Print Name: Gregory Borj

Zulay Millan, Assistant Manager

Title: Vice President

Procurement Division

Date: 2/27/2020

Date: 3/2/2020





**ORANGE COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
PROCUREMENT DIVISION

Effective Date: April 1, 2019

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

**AMENDMENT NO.2**

**CONTRACT #Y17-1031-MM  
Landscape Management at Meadow Woods Park**

By mutual agreement, the contract is changed as follows:

1. The term of the contract is hereby renewed from April 1, 2019 through March 31, 2020.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**GROUNDTEK OF CENTRAL FLORIDA**

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

By: 



Print Name: Gregory L. Boltz

Megan Miller

Title: V.P.

Buyer, Procurement Division

Date: 3/11/19

Date: 3/11/2019



AMENDMENT NO. 1

CONTRACT NO. Y17-1031 LANDSCAPE MANAGEMENT AT MEADOW WOODS PARK

EFFECTIVE DATE: April 01, 2018

By mutual agreement, the subject contract is changed as follows:

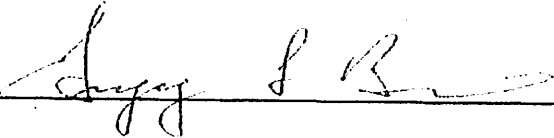
1. The contract is hereby renewed for the period of April 1, 2018 through March 31, 2019.


All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GROUNDTEK OF CENTRAL FLORIDA, LLC

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

By: 



Print Name: GREGORY ROSE

Alina Hernández Fernández

Title: VICE PRESIDENT

Buyer, Procurement Division

Date: 12/7/17

Date: 12/7/2017





**PROCUREMENT DIVISION**

**CARRIE WOODELL, MPA, CFCM, CPPO, C.P.M., CPPB, APP, Manager**

400 E South Street 2<sup>nd</sup> Floor \* Reply To: Post Office Box 1393, Orlando, FL 32802-1393

PH: 407-836-5664 FAX: 407-836-5899

**TERM CONTRACT NO. Y17-1031  
LANDSCAPE MANAGEMENT  
AT MEADOW WOODS PARK**

TO: Groundtek of Central Florida, LLC  
858 Maguire Road  
Ocoee, Florida 34761

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 **Request for Quotations No. Y17-1031-AH, LANDSCAPE MANAGEMENT AT MEADOW WOODS 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 Request for Quotations, 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 Request for Quotations.
- B. This contract is effective **April 1, 2017**, and shall remain in effect through **March 31, 2018**. The estimated contract award for this period is **\$19,610.00**.
- C. This contract may be renewed upon mutual agreement as provided in the Request for Quotations. 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 Request for Quotations.



3. Ordering against Contract:

- A. Unless otherwise specified in the Request for Quotations, 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. 85-8012622266C-0.

5. Invoicing:

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


Community, Environmental and Development Services Dept.  
Fiscal and Operational Support  
450 E. South Street, 3<sup>rd</sup> Floor, Suite 315  
Orlando, FL 32801  
Phone (407) 836-5569

- B. Invoices against this contract are authorized only at the prices stated in your Quote response, unless otherwise provided in the Request for Quotations.

- 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:

  
Carrie Woodell, MPA, CFCEM, CPPO, C.P.M., CPPB, APP, Manager  
Manager, Procurement Division

DATE:

  
3-27-17



**REQUEST FOR QUOTATION FORM  
RFQ #Y17-1031-AH**

 **ORIGINAL**

A quote shall constitute an irrevocable offer for a period of ninety (90) days from the quote submission due 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 submission due date, the Quoter may withdraw their offer or provide a written extension of their offer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL PRICE</u>
1.	Exterior Landscape Management at Meadow Woods Park, 1751 Rhode Island Woods Circle, Orlando, FL 32824, as specified.	\$ <u>1455.00</u> x 12	= \$ <u>17,460.00</u> ✓
		<u>UNIT PRICE</u>	<u>ESTIMATED NUMBER</u>
2.	Hourly rate for irrigation/ landscape repairs	\$ <u>38.00</u> /hour x 25 hours	= \$ <u>950.00</u> ✓
3.	Percent mark-up for parts over actual cost	1+ <u>20</u> % x \$1,000	= \$ <u>1,200.00</u> ✓
(Lines 1 + 2 + 3)		<b>ESTIMATED TOTAL OFFER</b>	\$ <u>19,610</u> ✓

The County reserves the right to reject any quote, which is deemed insufficient for performance.

Was Visual Inspection made, per Special Terms and Conditions #2? Yes  No

Inquiries regarding this Request for Quotations may be directed to Alina Hernández Fernández, at telephone number (407) 836-5468 or Alina.Hernandez@ocfl.net.

**Quotation Response Documents** - The following documents constitute your quotation:

- a. Request for Quotation Form and Authorized Signatories or Statement of No Quote.
- b. Completed reference documentation, pages 27 and 28.

Groundtek of Central FL, LLC  
Company Name



THE FOLLOWING SECTION MUST BE COMPLETED BY ALL QUOTERS:

Company Name: Groundtek of Central Florida LLC

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

TIN#: \_\_\_\_\_

Address: 858 Maquire Rd Ocoee  
(Street No. or P.O. Box Number) (Street Name) (City)  
Orange Florida 34761  
(County) (State) (Zip Code)

Contact Person: Gregory Bori

Phone Number: 407-877-7473 Fax Number: 407-877-8670

E-mail Address: gregory@groundtek.com

**AUTHORIZED SIGNATORIES**

The Quoter represents that the following principals are authorized to sign quotes, negotiate and/or sign contracts and related documents to which the quoter 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 \_\_\_\_\_  
Gregory Bari Vice President 407-877-7473

[Signature] \_\_\_\_\_ 2/21/17 \_\_\_\_\_  
(Signature) (Date)  
V.P. \_\_\_\_\_  
(Title)

The quoter/quoter/offoror shall complete and submit the following information with the quote, bid or proposal:

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture  Corporation

State of Incorporation: Florida

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

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

Federal I.D. number is 59-2981065



**SCHEDULE OF SUBCONTRACTING**  
**RFQ NO. #Y17-1031-AH**

Quoters are to present the details of subcontractor participation.

NAME OF SUBCONTRACTOR	ADDRESS	TYPE OF WORK TO BE PERFORMED
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

**Issue Date: February 16, 2017**

**REQUEST FOR QUOTATIONS #Y17-1031-AH**

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

**LANDSCAPE MANAGEMENT AT MEADOW WOODS PARK  
PARKS AND RECREATION DIVISION**

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

Quotations for furnishing the above will be accepted up to **5:00 PM** (local time) **February 28, 2017** in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

**Note:** There will be a **non-mandatory pre-quote conference** held **February 23, 2017** at **Meadow Woods Park, 1751 Rhode Island Woods Circle, Orlando, FL 32824** commencing at **2:00PM**.

**NOTICE TO QUOTER**

To ensure that your quote 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 quotation is Alina Hernández Fernández at (407) 836-5468 or Alina.Hernandez@ocfl.net.



## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and quotation forms. The quotation page(s), and all forms listed on the quotation page(s) are to be filled in, signed, and sealed in an envelope **bearing the quote number** on the outside and mailed or presented to the Procurement Division on or before the specified time and date.

It is the sole responsibility of the Quoter to ensure that their quotation reaches the Procurement Division on or before the closing date and time. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone shall not be accepted.

The County will not be responsible for late deliveries or delayed mail. Any quotation received prior to award may be considered if it is determined to be in the County's best interest.

All quotations must be typewritten or handwritten 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 quotation.

Quotation files may be examined during normal working hours, ten (10) days after quotation opening, by appointment.

For information concerning this quotation, please contact:

Orange County Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801  
(407) 836-5635

(Please specify the quotation 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 Procurement Division Manager will sign an exemption certificate submitted by the Contractor. 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 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 quotations and to make the award to that quoter who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. Award will be made to the lowest responsive and responsible quoter as determined by the County.

**4. CONFLICT OF INTEREST**

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

**5. 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 quoter 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.

**6. MISTAKES**

In the event of extension error(s), the unit price will prevail and the Quoter's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Quoter's total will be corrected accordingly. Quoters must check their quotation proposal where applicable. Failure to do so will be at the Quoter's risk. Quotations having erasures or corrections must be initialed in ink by the Quoter. In addition to the above, and in cases where the number of line items exceed twenty-five (25), the County may use reasonable discretion to correct unit prices to the Quoter's intended unit of measure and/or to correct an error in the placement of a decimal point.

**7. 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.



**8. EEO STATEMENT**

Orange County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

**9. QUOTATION FORMS**

Quotations should be submitted on our standard Request for Quotation Form. Quotes received on other forms will be considered if all required information has been provided.

**10. CONTRACTUAL AGREEMENT**

This Request for Quotation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), quote document and response. Any and all legal actions associated with this Request for Quotation and/or the resultant contract (purchase order) shall be held in Orange County with interpretation according to the laws of the State of Florida.

**11. SUBMISSION OF QUOTATION**

The quotation may be mailed, e-mailed or hand delivered to:

**ORANGE COUNTY PROCUREMENT DIVISION**  
**Attn: Alina Hernández Fernández, Y17-1030-AH**  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801

**Quoters must identify the quote as follows:**

- A. Request for Quotation Number**
- B. Due Date**
- C. Name of Quoter**

**Verification of the County's receipt of a quote submitted by email is the sender's responsibility. Failure of the County to receive such quote submittal by the date and time specified on the Request for Quotation will result in non-consideration.**

**12. 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.

**13. VENDOR ASSISTANCE WITH SPECIFICATIONS**

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

**14. PAYMENT TERMS/DISCOUNTS**

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

**15. PATENTS AND ROYALTIES**

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

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.

**16. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.



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

**17. CLARIFICATIONS**

It is the Quoter's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request for Quotation. Lack of understanding and/or misinterpretation of any portions of this Request for Quotation shall not be cause for withdrawal of your quote after opening or for subsequent protest of award. Quoters must contact the Procurement Division, at the phone number on the quotation cover sheet by e-mail or by mail **prior** to quotation opening, should clarification be required.

**18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

1. The prices in this quote 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 quoter or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter prior to opening, directly or indirectly to any other quoter or to any competitor; and,
3. No attempt has been made or will be made by the Quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

**19. NO ASSIGNMENT OF CONTRACT**

The Contractor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the County, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

**20. PRICING/AUDIT**

The Contractor shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and cost incurred in performing the work for at least three (3) years after completion of this contract. The County shall have access to such books, records, subcontract, financial operations, and documents of the Contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the Contractor's place of business.

**21. LAWS AND REGULATIONS**

The Contractor shall comply with all applicable Federal, State and local laws, ordinances and regulations during the performance of this contract.

**22. 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, 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.

**23. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

Prospective quoters who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Procurement Division upon receipt of this Request for Quotation and prior to quote opening. Specifications, which are unrelated to performance, will be considered for deletion via addendum to this Request for Quotation.

**24. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is and shall be, in the performance of all work, services and activities under this contract, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than as provided for in this agreement.



## **25. 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, 2<sup>nd</sup> Floor, Orlando, FL 32801  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net) 407-836-5897**

## **SPECIAL TERMS AND CONDITIONS**

### **1. PRE-QUOTE CONFERENCE**

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

### **2. INSPECTION OF FACILITIES/AREAS**

It is the Quoter's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Quoter. After contract award, no additional compensation will be made as a result of differences between actual labor and materials required to complete the project and the Quoter's estimate prior to award.

### **3. LICENSES AND PERMITS**

Prior to furnishing the requested product(s) or service(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 this contractual service. These licenses and permits shall be readily available for review by the Procurement Division Manager or authorized designee.

### **4. AWARD**

Award shall be made on an "All-or-None Total Offer" basis to the lowest responsive and responsible quoter.

### **5. POST AWARD MEETING**

Within ten (10) days after receipt of notification of award of quotation, 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 Request for Quotations.** Performance shall be no later than **five (5)** calendar days from receipt of Delivery Order. Quotes 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 Request for Quotations is completed.

The Contractor shall, within **one (1)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

## **TERMINATION OF CONTRACT**

### **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 services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. Perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

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

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

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

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

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor 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 services rendered 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.**

**7. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this quotation must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must 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.

**8. PAYMENT**

Partial payments 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, Local Government Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Community, Environmental and Development Services Dept.  
Fiscal and Operational Support  
450 E. South Street, 3<sup>rd</sup> Floor, Suite 315  
Orlando, FL 32801  
Phone (407) 836-5569

**9. DEBRIS**

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

**10. INSURANCE REQUIRED**

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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://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 \$500,000 (five hundred thousand dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured-CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery-CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (ONE hundred thousand dollars) 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 the Orange County Board of County Commissioners.

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

The certificate holder shall read:

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

## **11. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Request for Quotation 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 (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 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 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’s performance period.

## **12. PRICING**

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

## **13. 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 (one 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](http://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.

#### **14. 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 Procurement 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.

## SCOPE OF SERVICES

### 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 **Meadow Woods Park, 1751 Rhode Island Woods Circle, Orlando, FL 32824.**

### II. Owner's Designated Representative:

The owner's representative and Contract Administrator is Mike Saldutti, 407-254-9321, and/or site Performance Administrator (Site Supervisor), Stephanie Clark, 407-254-9065. After contract award, questions regarding these specifications should be directed to Contract Administrator.

The contractor's representative shall conduct daily service inspection and a monthly site performance inspection with the Performance Administrator (Park Site Supervisor or designee) to be documented on the Quality Assurance Report which will be emailed to the contract and Contract Administrator by the 10<sup>th</sup> of each month. All communication must be provided **in writing** and may be followed-up with a phone call. Deficiencies shall be promptly cured. Orange County Parks shall supply a daily vendor service report to be turned in at end of every service. A monthly vendor service report shall be supplied to the contractor which shall be completed and emailed to the Performance Administrator (Park Site Supervisor or designee) by the fifth of the following month. Upon written notice of any deficiencies the vendor must provide response of the resolution within a **twenty-four (24) hour** period.

These specifications shall be a performance based contract. Grounds shall, at all times, be clean, neat and apparently well-tended. Plants and turf must be green, healthy and weed free. **All grounds shall be brought up to minimum standard within one (1) month of the contract award date.** 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 wearing a company issued uniform. **One lead who shall remain onsite, must communicate in English with Park Supervisor or designee.**
- D. Holidays falling on service days will require work to continue or immediately rescheduled for the following business day.



- E. The Monthly Inspection report shall be provided by the Contractor to the County's Performance Administrator (Park Site Supervisor or designee) at the **fifth day** of each month including observations of abnormal conditions and all maintenance performed:
1. Fertilization, if required in this contract, will include dates of applications, totals and rates of application and product brand names;
  2. Pest control, if required in this contract, will include dates of applications, totals and rates of application and product brand names;
  3. Irrigation reports, if required in this contract, will include date, result of each inspection, initial timer settings of irrigation zones, amount of irrigation water (in inches per hour) applied by each zone and any changes made to the initial clock settings. Clock Programming and monitoring is required to ensure proper irrigation operations for the site.
- F. All grass clippings that are not uniformly distributed, and/or detract from the appearance of the mowing operation, or threaten turf health will be removed from the job site by the contractor, upon completion of the mowing operation each day. The Crew Chief should consult Supervisor or designee at conclusion of service. 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.**
- G. Mowers shall be maintained to produce a clean cut and a uniform cut. Deficiencies will require a re-mow the same week.
- H. All litter and debris are to be removed from park grounds to the water's edge of lakes and ponds, 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, and 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.**
- I. Trimming and Edging:
1. Hand held mechanical trimming and edging shall be performed around all paved areas, including curbs, sidewalks, parking lots, driveways and streets to include asphalt, concrete, and etc. as well as around planter beds, trees, plants and buildings at the time of mowing.
  2. Along property lines, easements, and designated wetlands, maintain an 6 to 8 foot swath between buildings, tree lines, wooded areas, vacant lots, and fences lines to maintain accessibility.
  3. Trimming around plants and trees shall be by appropriate chemical application. **No more than three (3) inches from the base of growth.**

4. All fence lines shall be kept free of plant growth. Herbicides may be used in this instance with a **maximum** 6 inch kill radius off posts. Do not spray under horizontal split rail fencing, where there are no posts.

#### IV. Safety:

- A. All materials and performance of work shall meet all Federal, State and local safety laws currently in effect.
- B. Safety Data Sheets shall be submitted to the County's Performance Administrator (Park Site Supervisor or designee) 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 removed 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 passersby.
- 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.
- G. Any applications of pesticides or fertilizers must be properly labeled by signs (**placards**) to notify public. Applications must be scheduled 48 hours prior to application via email to Site Supervisor or designee.

#### V. Minimum Standards of Performance:

- A. Reminder all Grounds shall, at all times, be clean, neat and apparently well-tended. **All grounds shall be brought up to minimum standard within one (1) month of the contract award date.** Plants and turf must be green, healthy and weed free.
- B. Grounds shall be mowed or machine trimmed to the water's edge.
- C. Wet ground areas may be omitted from a mowing service to prevent turf damage upon approval of Performance Administrator (Park Site Supervisor or designee).
- D. At no time shall leaves, trash, clippings or other debris be allowed to accumulate.

- E. 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 within two hours of mowing or at same day of service.
- F. If any plant or turf area dies or becomes weak or unsightly due to 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. Replacement must be completed within **two (2) weeks** from notification by the Contract Administrator.
- G. All areas shall be inspected/documented weekly by Contractor on Daily Vendor Service Report 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 Contractor shall turn in the Daily Vendor Service Report to the County's Performance Administrator (Park Site Supervisor or designee) at the end of every service explaining the inspection results, problems encountered and the corrective action taken.
- H. No work shall be performed on weekends.
- I. All pesticide, fertilizer, and herbicide applications must be monitored by County site staff. Site staff shall be notified 2 days in advance, **via email communications**, of applications. Staff must be notified upon contractor's arrival and 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.
- J. No fertilizers are to be applied within 10 feet of water bodies, wetlands or where there is no irrigation.

## VI. Landscape Maintenance Services:

### A. Pest Control:

Upon award, the Contractor shall control to all insect, weed and pest (as defined by Chapter 482, F.S.) problems. 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.

Pest Control 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 upon discovery and notification by Performance Administrator (Park Site Supervisor or designee) or Contractor. The County Performance Administrator (Park Site Supervisor or designee) shall be informed of infestations discovered and treatments applied **via email within 24 hours** and included on the Monthly Report. All applications of pesticides must be properly labeled by **placards**.



## B. Bahia Turf Areas:

1. Mowing:
  - a. Mowing height for Bahia turf shall be at 3 inches and shall not be permitted to grow to more than 4 inches.
  - b. Turf shall be mowed once per week from (March 1) through October 31 and once every two weeks from November 1 through February 28.
  - c. Weed-eating of fence lines shall be completed twice per month March 1 through October 31 and once every month from November 1 through February 28.

## C. Landscape Beds:

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. A pre-emergence and post-emergence herbicide shall be applied in the landscape beds to prevent weed encroachment.

## D. Trees:

1. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, shall be at the County's expense.
2. 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.
3. All trees shall be maintained off sidewalks and buildings up to 12 feet high.

## E. Irrigation:

**Contractor shall be responsible for replacing broken sprinkler heads that are damaged by Contractors equipment. All repairs must be made within 24 hours.**

### Inspection and Repairs

1. In the areas where the Contractor is responsible for fertilizer and pesticide applications, the contractor shall inspect the irrigation system once per month with County Performance Administrator (Park Site Supervisor or designee) to ensure that all components are functioning properly and shall report the findings of each inspection in writing.

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.
3. 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. Should there be a repair necessary to the controller/clock/well, etc. not caused by the Contractor; Contractor shall notify the County Performance Administrator (Park Site Supervisor or designee). Irrigation repairs that become necessary shall be repaired within twenty-four (24) hours by the Contractor upon receipt of a separate release order. The County Performance Administrator (Park Site Supervisor or designee) shall request from the Contractor a quotation, which shall include a detailed scope of work.
4. 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.
5. 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.
6. Contractor's qualified, licensed irrigation technician shall manually run the system.

**REQUEST FOR QUOTATION FORM  
RFQ #Y17-1031-AH**

A quote shall constitute an irrevocable offer for a period of ninety (90) days from the quote submission due 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 submission due date, the Quoter may withdraw their offer or provide a written extension of their offer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL PRICE</u>
1.	Exterior Landscape Management at Meadow Woods Park, 1751 Rhode Island Woods Circle, Orlando, FL 32824, as specified.	\$_____ x 12 =	\$_____

	<u>UNIT PRICE</u>	<u>ESTIMATED NUMBER</u>		
2.	Hourly rate for irrigation/ landscape repairs	\$_____/hour	x 25 hours =	\$_____
3.	Percent mark-up for parts over actual cost	1+ _____%	x \$1,000 =	\$_____

**(Lines 1 + 2 + 3) ESTIMATED TOTAL OFFER \$\_\_\_\_\_**

The County reserves the right to reject any quote, which is deemed insufficient for performance.

Was Visual Inspection made, per Special Terms and Conditions #2? Yes \_\_\_ No \_\_\_

Inquiries regarding this Request for Quotations may be directed to Alina Hernández Fernández, at telephone number (407) 836-5468 or Alina.Hernandez@ocfl.net.

**Quotation Response Documents - The following documents constitute your quotation:**

- a. Request for Quotation Form and Authorized Signatories or Statement of No Quote.
- b. Completed reference documentation, pages 27 and 28.

\_\_\_\_\_  
Company Name



---

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL QUOTERS:**

**Company Name:** \_\_\_\_\_

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

**TIN#:** \_\_\_\_\_

**Address:**

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

\_\_\_\_\_  
(County)      (State)      (Zip Code)

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_



**REFERENCES:**

List the latest three (3) customers for the goods or services specified in the solicitation in the spaces provided below giving the company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Owner's Name: \_\_\_\_\_
- a. Description of goods or services provided: \_\_\_\_\_  
\_\_\_\_\_
- b. Date services completed: \_\_\_\_\_
- c. Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_
- Telephone Number: \_\_\_\_\_

2. Owner's Name: \_\_\_\_\_
- a. Description of goods or services provided: \_\_\_\_\_  
\_\_\_\_\_
- b. Date services completed: \_\_\_\_\_
- c. Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_
- Telephone Number: \_\_\_\_\_

3. Owner's Name: \_\_\_\_\_

a. Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

b. Date services completed: \_\_\_\_\_

c. Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_



**SCHEDULE OF SUBCONTRACTING**

**RFQ NO. #Y17-1031-AH**

Quoters are to present the details of subcontractor participation.

<b>NAME OF SUBCONTRACTOR</b>	<b>ADDRESS</b>	<b>TYPE OF WORK TO BE PERFORMED</b>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

If you do not intend to quote on this Requirement, please return this form immediately to:

**ORANGE COUNTY PROCUREMENT DIVISION**  
**P O Box 1393**  
**Orlando, FL 32802-1393**

**STATEMENT OF NO QUOTE**

We, the undersigned, have declined to quote on Quote #Y17-1031-AH

---

Reason:

\_\_\_\_\_ Specifications "too tight", geared toward one brand or manufacturer (explain below).

\_\_\_\_\_ Insufficient time to respond.

\_\_\_\_\_ Specifications unclear (explain below).

\_\_\_\_\_ We do not offer this product or an equivalent.

\_\_\_\_\_ Our product schedule does not permit us to perform.

\_\_\_\_\_ Unable to meet Specifications.

\_\_\_\_\_ Unable to meet Bond requirements.

Remarks:

---

---

---

---

We understand that if this "Statement of No Quote" is not executed and returned, our name may be deleted from the list of qualified quoters.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_