AR-11-1964-MS	Due Date & Time: January 18, 2011	Advertised Date: December 26, 2010 and December 30, 2010
Procurement Representative: Maggy Suriel Email: msur@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Mowing of Osceola Parkway		

Invitation to Bid

Osceola County Board of County Commissioners

Bid Title: Mowing of Osceola Parkway	
Bid Number: AR-10-1964-MS	
Requesting Department: Osceola Parkway	Bid Contact: Maggy Suriel
Bid Due Date: January 18, 2011	Bid Time Due: 2:00PM EST
Location to Deliver Bid: Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741	

In accordance with the intent and content of this Invitation to Bid (ITB), I/we, the undersigned, as authorized signatory to commit to the firm, do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's Bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder:		
Business Address (street, city, state and zip code):		County:
Phone Number:	Fax Number:	E-Mail Address:
Osceola County Local Business Tax Receipt (formerly Occupational License) Number:		
State of Florida License Number (as applicable):		
Authorized Signature (manual):		Date:
Printed Signature:		Title:

GENERAL INSTRUCTIONS/DECLARATIONS

1. Bids will be opened and publicly read aloud by a representative of the Procurement Services Office in the Procurement Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, on the date and time indicated above. All bid openings are open to the public and any interested parties are welcome to attend.
2. **Bids must be submitted on the form furnished by the County and in accordance with the specifications and the list of quantities desired.**
3. Page One must be completed and submitted as the top sheet of the bid response.
4. It is the intent and purpose of Osceola County that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Services Office, at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Office not later than seven (7) calendar days prior to the bid closing date.
5. **A Performance Bond in the amount of 5% (five percent) of the total bid price is required and may be in the form of a surety bond, cashier's check or certified check (checks payable to Osceola County). This bond must be submitted with bid.**
6. **A PRE-BID CONFERENCE will be held on Wednesday January 5, 2011 @ 10:00 a.m. at the Procurement Services Office in the Procurement Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.** Questions regarding this bid must be received through written email or faxed inquiries directed to the designated Procurement Services Representative. Questions of sufficient general interest will be formatted by the Procurement Services Office and issued to all interested parties in the form of an addendum.

AR-11-1964-MS	Due Date & Time: January 18, 2011	Advertised Date: December 26, 2010 and December 30, 2010
Procurement Representative: Maggy Suriel Email: msur@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Mowing of Osceola Parkway		

SECTION A. INSTRUCTIONS TO BIDDER.

A1. Mandatory Pre-Bid Conference: It is imperative that all bidders have a clear understanding of the specifications and scope of work requirements. Therefore, in certain solicitations, attendance at mandatory pre-bid conferences will be a pre-requisite for submitting a bid; and bids will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the solicitation. Please plan your travel time accordingly.

A2. Public Reading of Bids: Bids will be publicly opened and read aloud in the Procurement Services Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, on Tuesday January 18, 2011 at 2:00 p.m. Local Time, or as soon as possible thereafter.

A3. Bid Compliance:

(a) All items contained in the bid must be in total compliance with the specifications in this solicitation.
(b) Alternate bids will not be considered unless they are specifically called for in this solicitation.
(c) Bidders' attention is specifically called to the terms and conditions of this solicitation. As witnessed by the Bidder's signature on the cover page and the proposal page(s), all Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

A4. Unit Price Accuracy: Please check the stated unit prices before submitting the bid as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct extended amount errors.

A5. Bid Price Schedule: Each Bidder shall furnish the information required on the Bid Price Schedule, Section F, and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

A6. Lobbying; Lobbying Black-Out Period; Questions Regarding Bids:

(a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, and/or any County Personnel during the solicitation process.
(b) A lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Bidders shall not contact any Board Member, the County Manager, and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the Procurement Services Office. The Board of County Commissioners and/or the County Manager may disqualify any solicitation response where any Board Member, the County Manager, and/or County Personnel have been lobbied in violation of the black-out period.
(c) Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, at least ten (10) calendar days before the bid opening date.

A7. Addenda:

(a) Any interpretations, clarifications, or changes made will be in the form of written addenda issued by the Procurement Services Office.
(b) Oral answers received by any member of the Procurement Services Office or requesting department will not be authoritative and the County will not entertain any protests based on a verbal instruction.
(c) It will be the responsibility of the Bidder to contact the Procurement Services Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. The County will not consider requests to re-open a bid as a result of the failure of the Bidder to secure addenda.

A8. Proper Signatures: Failure to sign and witness the Bidder's signature may result in a disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

A9. Bid and or Performance Bond: **A Bid/Performance Bond is not required for this project.**

A10. Bid Submittal:

(a) All bids must be submitted in a sealed envelope, plainly marked on the outside with the Invitation to Bid number, date, time of opening, and the Bidder's name.

(b) It is the Bidder's responsibility to assure that the bid is received in the OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE, 1 COURTHOUSE SQUARE, SUITE 2300, KISSIMMEE, FLORIDA 34741, no later than 2:00 p.m. on Tuesday January 18, 2011. Any bid received after this date and time will not be accepted or considered, and will be returned unopened to the Bidder. No offers will be accepted or received in any other Osceola County office.

(c) **Cost of Submittal:** The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.

(d) **No telegraphic or facsimile offers will be considered**.

A11. Bid Copies: Bidders are asked to submit **three (3) copies** of the bid response (one (1) unbound original and two (2) bound copies). **The submittal should also include a CD-ROM or memory stick containing the entire proposal formatted to be read with Microsoft® software products or Adobe® PDF software.**

A12. Withdrawal of Bids: Bids may be withdrawn anytime before the bid opening date. The Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening of bids, by communicating the purpose of the withdrawal in writing to the County. Thereafter, the bid will be returned to the Bidder unopened. **Bids may not be withdrawn for a period of ninety (90) days after the bid opening date.**

A13. Limitations on Liability: Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered unresponsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the County.

A14. Bid Protests: The County abides by the parameters set forth in Chapter 120, Florida Statutes, relating to the consideration and addressing of valid bid protests. Any actual or prospective Bidder who protests the reasonableness, award recommendation, necessity, or competitiveness of the terms and/or conditions of the Invitation to Bid, selection, or award recommendation shall file such protest in writing with the Procurement Services Manager within three (3) business days after the Board, or County Manager, has signed the Agreement.

A15. Failure to comply with any of the foregoing instructions or any other essential element of the Invitation to Bid may result in the disqualification of the bid.

SECTION B. GENERAL PROVISIONS.

B1. Notice of Award: Notice of an award by Osceola County will constitute acceptance of the bid from the overall lowest priced, most responsive, and responsible Bidder. The bid package signed by the successful Bidder, along with documentation included in the Bidder's submittal, as required by this Invitation to Bid, and other additional materials submitted by the Bidder and accepted by the County, shall constitute the Bidder's response. At the County's discretion, either a purchase order or other award document such as an agreement, will be issued by the County when appropriate to do so.

B2. Applicable Law, Venue, Jury Trial: Any contractual arrangement between Osceola County and the successful Bidder shall be consistent with, and be governed by, the ordinances of Osceola County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

B3. Appropriations/Fund Availability: Any agreement resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded; however, the County reserves the right not to appropriate funds for an ongoing procurement if it is deemed in its best interest.

B4. Compliance with All Laws: The Bidder, by submission of this bid, certifies that the Bidder will provide the services agreed upon in a timely and professional manner in accordance with the specifications. In addition, the Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of the contractual agreement.

B5. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization. Osceola County shall pay all Bidders pursuant to, and in accordance with, the promulgations set forth in Section 218.70, Florida Statutes, Florida's Prompt Payment Act. Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the County in the quality and quantity ordered. Payment will be accomplished by the submission of an invoice, in duplicate, with a Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Osceola County cannot be made without prior written approval by the County.

B6. Inspection/Acceptance/Title: Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting department/office of the County, unless loss or damage results from negligence by the County or the requesting department/office.

B7. Acceptance of Goods/Services: Receipt of goods/services shall **not** constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets the Invitation to Bid specifications and conditions. Should the products/services differ in any respect from the specifications, payment will be withheld until such time as the Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the requesting department/office, the Procurement Services Office may authorize said department/office to refuse the final acceptance of the goods/services. Should a representative of Osceola County agree to accept the goods/services on the condition that the Bidder will correct its performance within a stipulated time period, then payment will be withheld until the services are performed as specified in the executed agreement.

B8. Termination:

(a) *Termination for Default*: The performance of the agreement may be terminated by Osceola County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Bidder has failed to meet the performance requirement(s) of the agreement.

(b) *Termination for Convenience*: The County reserves the right to terminate a contractual agreement, in whole or part, by giving the Bidder written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Osceola County, the Bidder shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the agreement shall continue during such notice period, and the County shall continue to be responsible to the

Bidder for the payment of any obligations to the extent that such responsibility has not been excused by breach of default of the Bidder.

(c) *Payment Upon Termination:* Upon termination, the Bidder shall bill the County for all amounts not previously billed and due the Bidder at that time. The Bidder shall not be entitled to a professional fee, or expenses for any work commenced, or expenses incurred after the notice of termination was received by the Bidder, unless specifically approved or requested by the County. The Bidder shall, however, be entitled to payment for services commenced, completed, and approved by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the County. All such payments shall be subject to a set-off for any damages incurred by the County resulting from any delay occasioned by the early termination.

B9. Insurance Requirement:

(a) **Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Occupational License (Reference B10) with your bid submittal.**

(b) The successful Bidder(s) shall provide original certificates of Insurance, as outlined in Attachment B, to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners and Osceola County as an Additional Insured.

(c) All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

B10. Applicable Licensing:

(a) *Local Business Tax Receipt (formerly Occupational License)*: If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Local Business Tax Receipt, accompanied by a copy of the Local Business Tax Receipt of home state/county/city.

(b) Other Licenses and Permits: The Bidder, at its sole expense, shall obtain all required federal, state, and local licenses and/or permits required to successfully provide the services contained in a contractual agreement.

B11. Bid as Public Domain: All documents and other materials made or received in conjunction with this project will be subject to the public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Bidders shall not submit pages marked "proprietary" or otherwise restricted.

B12. Relationship of the Parties: The Bidder shall act as an independent contractor and not as an employee of Osceola County. The Bidder will be required to indemnify, defend, hold, and save harmless the County, its officers, agents, and employees, from damages arising from the Bidder's performance of, or failure to perform, any task or duty required to be performed by the Bidder.

B13. Indemnification:

(a) The successful Bidder(s) agrees to be liable for any and all damages, losses, and expenses incurred by the County, caused by the acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with the performance of obligations under a contractual agreement. The Bidder agrees to indemnify, defend, and hold the County harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with an agreement.

(b) The County agrees to be liable for any and all damages, losses, and expenses incurred by the successful Bidder(s), caused by the acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in assisting the successful Bidder(s) in the performance of obligations under a contractual agreement. The County agrees to indemnify, defend, and hold the Bidder harmless for any

and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in connection with an agreement.

B14. Bankruptcy or Insolvency: If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the County reserves the right to terminate any contractual agreement immediately.

B15. Assignment: The successful Bidder will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the County.

B16. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

B17. Changes: The County reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B18. Modifications: In addition to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in Osceola County.

B19. Administrative Provisions: In the event the County issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter, or any other instrument is for the County's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon.

B20. Taxes: Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-80131321398C-5 and the Federal Exemption Identification Number is 59-6000780.

B21. Independent Pricing: By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that, in connection with this procurement:

(a) The prices in this bid have been arrived at independently, without consultation, communication, collusion, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,

(c) No attempt has been made or 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.

B22. Public Entities Crimes: A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; 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 a bid on a lease 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the Bidder certifies that it is qualified to do business with Osceola County in accordance with the Florida Statutes.

B23. Equal Opportunity: Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The County requests minority and women owned business enterprises to submit evidence of such certification with each submittal.

B24. Other Entity Use:

(a) All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in its best interest to do so.

(b) Each governmental agency desiring to accept these bids, and making an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

(c) This solicitation in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

B25. Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all Bidders must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the disqualification of the bid or the cancellation of work. The County will seek damages for the recoupment of losses in having to re-bid or re-assign this solicitation.

B26. Additional Terms and Conditions: No additional terms and conditions included with the bid response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid, and the Bidder's authorized signature, affixed to the bid, attests to this.

B27. Force Majeure: Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

B28. Public Emergencies: It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the County. The Bidder agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION C. SPECIAL PROVISIONS.

C1. Minimum Standards: Specifications listed herein describe the expected minimum standards. If any exceptions are taken, the Bidder is responsible for indicating on the bid form any deviations from the specifications, including an explanation, justification, or applicable literature for the deviation. The absence of this indication shall be considered complete compliance with the listed specifications. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid.

C2. Bidder's Specifications: Each Bidder shall make accurate statements in its bid.

C3. Not Bidding: If not bidding any or all items, please so state.

C4. Firm Prices: Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, with the Bidder paying all delivery costs, and shall remain firm for the period of any agreement reached as a result of this solicitation. No additional fees or charges shall be accepted.

C5. Term of Agreement: An agreement shall be awarded for a three (3) year term to begin upon approval and execution by the County; with the opportunity for additional three (3) one (1) year renewal periods when in the best interest of the County.

C6. Estimated Quantities: The estimated annual dollar amount to be expended for this service is $128,000.00. Please note that this is an estimate only and in no way obligates the County to purchase this amount. Quantities noted in the Invitation to Bid are estimates only and are intended as a guide in submitting the bid. The actual quantities purchased under this bid may be more or may be less.

C7. Option to Extend or Renew: The performance period of any contract or purchase order resulting from this Invitation to Bid may be extended upon mutual agreement between the Bidder and the County *with no change in terms or conditions*. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any agreement or amendment to the agreement resulting from this solicitation shall be subject to fund availability and mutual written agreement between the County and the successful Bidder.

C8. Exercise of Option to Extend Term of Contract: If the County wishes to enter into an option period, the County shall request a written statement of desire into an extension of the performance period from the Bidder.

C9. Probationary Period: The first ninety (90) days of the contract are to be considered a "probationary" period. At the County's election, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without another formal bid.

C10. Supervision: The County shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the County, but solely to the Bidder, who, in turn, is responsible to the County.

C11. Pre-Award Inspection: Prior to the award of any agreement, the County reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the County.

C12. Existing Permits and Identification Numbers: Any and all permits, state licenses, including Department of Environmental Protection (DEP) and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the County upon request.

C13. Qualification of Bidder: The Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid, and be properly licensed to do business in the State of Florida. The Bidder, under its current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project.

C14. Additional Information: The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

C15. Agreement:

(a) An agreement may be required for this service and must be signed by the Bidder prior to execution by the County, whereupon the Bidder becomes the Contractor upon approval.

(b) **The provisions of said agreement contain similar language to the provisions contained in this Invitation to Bid.**

(c) The agreement shall be used as a basis for negotiation and the County reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.

(d) The successful Bidder(s) shall execute and return the agreement to the County, within ten (10) days after receipt all contractual documents, performance, and payment bonds (if applicable), insurance verifications and any other documents required by this bid.

(e) **In no event shall an agreement be considered binding upon the County until it has been properly executed by all parties.**

(f) In conjunction with the agreement, a purchase order may be issued by the County prior to the start of any project, service, or work by the Bidder.

C17. Attachments: All attachments are made an essential part of this bid and include the following:

(a) Attachment A – Statement of No Bid
(b) Attachment B – Insurance Requirements*
(c) Attachment C – Drug Free Workplace
(d) Attachment D – Experience of Bidder
(e) Attachment E – Local Vendor Eligibility Form
(f) Attachment F – Vendor Demographics Survey

The successful Bidder must comply with the insurance requirements set forth in Attachment B. If a Bidder chooses not to bid on this Invitation to Bid, the Bidder is asked to please complete and return Attachment A.

C18. Inadequate Service: In cases where materials, goods or services are not properly delivered, the Bidder will either remedy the defect or be responsible for reimbursement of the difference to the County for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the County's sole discretion.

C19. Failure of Performance and/or Delivery: If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the County for any damages caused by the Bidder's failure to perform as stated.

C20. Protection of Property: At all times, the successful Bidder shall guard from damage or loss to property of the County, or of other Bidders or contractors, and shall replace or repair any loss or damage unless such damage is caused by the County, other Bidders, or contractors. The County may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

C21. Unsatisfactory Work: Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the County.

C22. Service Requirements: The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that Osceola County's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the County shall have the right to rescind the purchase order and award the project to another Bidder.

C23. New Product: Any and all products provided under this bid shall be new and unused.

C24. Most Favored Customer: The County seeks and demands to be the most favored customer of each Bidder who does business with the County. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the County's under similar terms and conditions. The successful Bidder agrees to provide the County discounts from the Bidder's

commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

C25. Price Reduction Clause: The County will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The County will shall request a price reduction from the date that the violation took place. The successful Bidder will owe the County a discount proportionately equal to that given the most favored customer.

SECTION D. AWARD OR REJECTION OF BIDS.

D1. Award of Contract/Purchase Order: Award will be made to the responsible Bidder most responsive to the solicitation with the lowest overall bid which meets the specifications.

D2. Delivery: Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

D3. Split Award: The County reserves the right to make an award to one Bidder, to split the award between Bidders, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

D4. Right to Reject: The County reserves the right to reject any or all bids, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject the bids, or any part thereof, which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the bid from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.

D5. Bid Results: The bid tabulation sheet should be available within forty-eight (48) hours of the bid opening date and can be read from the Osceola County homepage at "http://www.osceola.org". In the alternative, a Bidder may contact DemandStar by Onvia at (800) 711-1712 for the results.

D6. Best Prices: An award will be made without further negotiation based upon competitive bids; therefore, the Bidder's best price should be submitted in response to this Invitation to Bid.

D7. Reasonable Prices: A reasonable unit price must be submitted for each work element. In the event that any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

D8. Local Preference: The Osceola County Board of County Commissioners has established a multilevel local vendor preference policy. As such, "local preference" applies to Osceola County persons, firms, and/or corporations which meet the established criteria. The local preference is subject to the request for quotation and formal bid solicitation procedures of the Osceola County Administrative Code and shall be applied as follows:

(a) Five percent (5%) of the net bid price up to $249,999.99, as referenced on the bid price schedule.
(b) Four percent (4%) of the net bid price from $250,000.00 to $999,999.99, as referenced on the bid price schedule.
(c) Three percent (3%) of the net bid price from $1,000,000.00 to $1,999,999.99, as referenced on the bid price schedule.
(d) Two percent (2%) of the net bid price $2,000,000.00 and above, as referenced on the bid price schedule, up to a not to exceed total resident preference of $60,000.00.

If applying for local vendor preference, please complete Attachment "E", Local Vendor Eligibility Form and submit with your bid. However, if you have been certified by Osceola County as a local vendor, please include a copy of your Osceola County issued certification with your bid submittal.

For additional information relating to qualifications, eligibility and exceptions of this policy; please refer to the Osceola County Administrative Code, Chapter 3, Section 3.33.

D9. MWBE and SDVBE Preference: The Osceola County Board of County Commissioners has established a multilevel a minority and woman-owned business enterprise (MWBE) and service disabled veteran's business enterprise (SDVBE) preference policy. As such, "MWBE and SDVBE preference" applies to firms, and/or corporations who meet the established criteria and have received certification or reciprocal certification from Osceola County. The MWBE and SDVBE preference is applied to the request for quotation and formal bid solicitation procedures of the Osceola County Administrative Code and shall be applied as follows:

(a) Four percent (4%) of the net bid price up to $249,999.99, as referenced on the bid price schedule.
(b) Three percent (3%) of the net bid price from $250,000.00 to $999,999.99, as referenced on the bid price

schedule.

(c) Two percent (2%) of the net bid price from $1,000,000.00 to $1,999,999.99, as referenced on the bid price schedule.

(d) One percent (1%) of the net bid price $2,000,000.00 and above, as referenced on the bid price schedule, up to a not to exceed total resident preference of $60,000.00.

For additional information relating to qualifications, eligibility and exceptions of this policy; please refer to the Osceola County Administrative Code, Chapter 3, Section 3.34.

IMPORTANT NOTE: ***Preference can be taken once per vendor per solicitation. A firm that is both MWBE and SDVBE can use one or the other preference but not both. Additionally, the MWBE and SDVBE preference cannot be used in addition to local preference, if applicable. If applying for MWBE or SDVBE preference, please include a copy of your Osceola certification with your bid submission.***

D10. Debarred Bidders: The County reserves the right to withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the County's sole determination as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

D11. Drug-Free Workplace Preference: Whenever two or more bids, which are equal with respect to price, quality, delivery, and services, are received for procurement subject to the Osceola County Administrative Code, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference, in accordance with section 287.087, Florida Statutes. Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. Further information regarding the Florida Statutes is available at the Osceola County Procurement Services Office and/or by calling (407) 742-0900.

D12. Determining Responsibility: In determining responsibility, the following qualifications will be considered:

(a) The Bidder's ability, capacity, and skill to perform the contract or provide the service within the time specified.

(b) The reputation, judgment, and experience of the Bidder.

(c) The quality of performance of previous contracts or services, including previous performance with the County.

(d) Previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.

(e) Financial resources of the Bidder to perform the contract or provide the service.

(f) Ability to provide future maintenance and service for the use of the subject of the contract.

(g) Whether the Bidder is in arrears to the County on a debt or contract, or is in default on surety to the County, or whether the Bidder's taxes or assessments are delinquent.

SECTION E. SPECIFICATIONS FOR AR-11-1964-MS MOWING OF OSCEOLA PARKWAY

E.1 Scope of Work: This is a full service landscape and irrigation system maintenance bid based on a single, fixed PER CYCLE cost. The single, fixed PER CYCLE cost shall cover all expenses incurred by SUCCESSFUL BIDDER for providing all supervision, labor, equipment, tools and materials (including but not limited to all chemicals, mulch, plant removal and installation, landfill fees associated with debris removal, etc) to perform comprehensive landscape and irrigation system maintenance as specified herein.

GENERAL

E.2 Landscape Maintenance Supervisor: The SUCCESSFUL BIDDER shall provide an individual who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the SUCCESSFUL BIDDER when the supervisor is unavailable, shall be designated in writing on **Attachment D**.

E.3 Authority: The landscape maintenance supervisor or alternate shall have full authority to act for the SUCCESSFUL BIDDER on all matters relating to daily operation of this contract.

E.4 Availability: The landscape maintenance supervisor or alternate shall be available during normal business hours within two (2) hours to meet with the COUNTY's Project Manager or designee to discuss problem areas. At the discretion of the COUNTY, the County may request a weekly walk thru to be performed Monday A.M. to verify completion and acceptance of services performed. During this time the irrigation system shall be tested and inspected to ensure proper operation and coverage.

E.5 SUCCESSFUL BIDDER Personnel Appearance: The SUCCESSFUL BIDDER's personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the company name or by wearing appropriate badges that contain the company and employee name.

E.6 Vehicle Operator Licenses: The SUCCESSFUL BIDDER shall ensure that all vehicle operators have a valid Florida operators' license for the type of vehicle being driven, prior to commencement of work.

E.7 Quality Control Plan: The SUCCESSFUL BIDDER shall establish and maintain a quality control plan to ensure the requirements of the contract are provided as specified.

E.8 Standards of Service: The standards of service provided by the SUCCESSFUL BIDDER shall be equal to Osceola COUNTY standards and those normally expected of a competent firm engaged in full service landscape and irrigation maintenance. It shall be noted that Osceola Parkway is a highly visible area of Osceola County to tourists, industry representatives, vendors and COUNTY staff. The standards of service provided by the SUCCESSFUL BIDDER should result in grounds that reflect and enhance the high quality, professional image of the surrounding areas.

E.9 Method Of Operation: The SUCCESSFUL BIDDER shall not commence contract until properly authorized by the COUNTY, in writing, to do so. After the initial notification, the SUCCESSFUL BIDDER shall provide service in accordance with the approved work schedule.

E.10 Checklist: The SUCCESSFUL BIDDER shall develop a checklist for each site, showing each required function (mowing, edging, etc.) was satisfactorily completed each visit or stating why completion was not possible. The checklist should also show any problem or potential problem areas and include comments or suggestions that may enhance the appearance of the site or which may be of general interest to the COUNTY. The checklist must accompany the invoice and shall be submitted weekly or as services are completed.

E.11 Damage to COUNTY Property: Care shall be taken at all times to prevent damage to facilities or structures on site, both public and private, including but not limited to, signage, lighting, benches, private and public fencing, sidewalks, curbing, culverts, inlet and outlet structures. Any existing damage shall be reported immediately to the COUNTY's Project Manager or designee. Damage attributed to the SUCCESSFUL BIDDER, their agents due to wrongful or negligent acts will be repaired and/or deducted from payment due to the SUCCESSFUL BIDDER.

E.12 Work Interruptions/Impediments: When work by COUNTY employees, by other contractors or weather conditions of a temporary nature, prevent the SUCCESSFUL BIDDER from servicing any area, additional time will be permitted to

complete the work. Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the COUNTY, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed during subsequent servicing or when requested by the COUNTY's Project Manager or designee.

E.13 Inability to Maintain: At no time are any areas to be left uncut or not maintained without the express written authorization of the COUNTY's Project Manager or designee. SUCCESSFUL BIDDERs are expected to notify the COUNTY's Project Manager when maintained areas are blocked by debris of sufficient sizes as not to be considered normal trash.

E.14 Qualified Technicians: The SUCCESSFUL BIDDER shall be held responsible for providing fully qualified craftsmen/technicians/workers to perform the tasks necessary in grounds maintenance/landscape maintenance services.

E.15 Hours of Work: Work may be performed by the SUCCESSFUL BIDDER between the hours of 7:00 a.m. and 6:00 p.m., **MONDAY through Friday ONLY**. No work shall be performed on Saturdays, Sundays or COUNTY Holidays without advance written permission from the COUNTY. No work shall be performed before sunrise or after sundown.

E.16 Safety: The SUCCESSFUL BIDDER shall exercise proper safety procedures, which are in accordance with all state, local, and OSHA regulations or standards.

E.17 Traffic Flow: The SUCCESSFUL BIDDER shall maintain a clear, well defined method of traffic control at all times while performing the work, and shall be consistent with current requirements as established in FDOT standard indexes 600-651. The SUCCESSFUL BIDDER shall not be allowed to block pedestrian walkways, park benches, or impede the flow of vehicular traffic.

E.18 SUCCESSFUL BIDDERs Work Plan: The SUCCESSFUL BIDDER shall furnish with his bid a complete proposal of his/her plan for accomplishing the required work, including a list of the equipment and personnel intended to be used (See Attachment D).

E.19 SUCCESSFUL BIDDERs Weekly Inspection: All areas shall be inspected weekly for detection of disease, pests, improper irrigation, and other problems, and shall be properly treated to correct any observed problems upon discovery if applicable to the contract. The COUNTY shall be notified of problems encountered and the corrective action to be taken. Any lawn area which dies or becomes wilted or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the maintenance SUCCESSFUL BIDDER.

Project Manager: **Project Manager**
Osceola County Road Osceola Parkway Toll Road
Phone: (407) 962-1327
Fax: (407) 944-0120

WORK TO BE PERFORMED

E.20 Inspection and Unsatisfactory Work: During periods of landscape maintenance operations, the SUCCESSFUL BIDDER shall notify the project manager prior to beginning work and shall routinely consult with the Project Manager for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the SUCCESSFUL BIDDER shall perform whatever work is necessary without additional compensation. Inspections will be performed weekly.

E.21 Bid Items and Items of Payment: The measurement of services completed and item(s) eligible for payment shall be made by specified work area on a per weekly basis as specified in Paragraph E.22 and Section E.23.

E.22 Weighted Values of Service: To facilitate service acceptance and to allow specific service additions/ deletions and/or nonpayment for inadequate service, services at each area have been assigned weighted values by the COUNTY. Invoices for each site should list the following functions separately, by site:

A. Mowing	30%
B. Weed Removal	15%
C. Landscape Maintenance	5%
D. Litter Removal	20%
E. Mulching (replacement or refreshment)	5%
F. Tree Maintenance/Pruning	10%
G. Insecticide/ Pest Control/Fertilization	10%
H. Irrigation System Maintenance	5%
TOTAL:	**100%**

E.23 **Additional Services**: In addition to the basic bid requirements, additional landscape work may be needed from time to time. Any costs associated with additional work required, beyond the scope of the bid specifications, shall be negotiated separately through the Road & Bridge Department.

MAINTENANCE AREAS & FREQUENCY OF SERVICE

E.24 **Types of Maintenance Areas**: Areas to be maintained have been determined by the COUNTY and vary in size and description of work required. Pricing is not based on acreage serviced, but on the total of the designated area as a unit. Maintenance areas are defined as all areas running along both sides of Osceola Parkway running west from the centerline of the Florida Turnpike to the I-4 Interchange including the medians.

E.25 **Cycle Timing**: SUCCESSFUL BIDDER shall complete one cutting cycle within the six months of the contract being awarded.

E.26 **Mowing Cycles**: There shall be no less than 40 mowing cycles including trash pick-up within a contract year.

LANDSCAPE & IRRIGATION MAINTENANCE SERVICE SPECIFICATIONS

E.27 **Scope**: The services described shall be performed by a landscape management SUCCESSFUL BIDDER (herein referred to as SUCCESSFUL BIDDER) on a regularly scheduled basis as outlined. Minor grounds and landscape maintenance shall be required for designated areas at the O-PASS Service Center and the Osceola Parkway Toll Plaza. Maintenance activities include, but are not limited to, weeding of designated flower beds, chemically spraying crack weeds, fertilizing selected vegetation areas, pruning/trimming selected vegetation areas, and inspecting/maintaining selected irrigation systems at both locations. There shall be no deviation from the management specifications without prior approval from the COUNTY's Project Manager.

E.28 **Personnel:** The personnel who perform these services shall be under the sole responsibility of the landscape management SUCCESSFUL BIDDER. Personnel shall be supervised at all times. Personnel shall be competent, experienced, courteous, neatly dressed and skilled in lawn, plant and grounds maintenance.

E.29 **Safety:** All materials and performance of work will meet all Federal Health and Safety laws currently in effect.

E.30 **MSDS:** Material Safety Data Sheets must be submitted to the COUNTY's Representative upon bid approval/award for all chemicals intended for use in the performance of this contract. All chemicals to be used in the performance of the contract shall carry an EPA approval number.

a) SUCCESSFUL BIDDER shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances and/or manufacturer instructions for materials and equipment.

b) The SUCCESSFUL BIDDER shall take all necessary precautions for the safety of his/her employees on the job and of the general public. Maintenance work shall be scheduled to provide the least inconvenience to occupants of the

buildings, residences and passers-by.

c) <u>The SUCCESSFUL BIDDER shall hold a current license for pest control application and shall submit a photocopy of their pest control operator's license with bid or subcontract pest control services out to a licensed company. All pest control expenses shall be borne by the SUCCESSFUL BIDDER and be included in the weekly contract cost.</u>

d) The work specified in this contract represents the type of services to be accomplished. The areas and limits of work are all non-paved sections of right-of-way, and COUNTY property and easements. Areas shall be inventoried and calculated as to quantities by the SUCCESSFUL BIDDER and the COUNTY and paid for in a single, fixed weekly contract cost. Areas designated, as "exclusions" are not calculated in the weekly contract cost. Any discrepancies or disagreements concerning quantities and limits of work shall be mutually resolved prior to beginning work in any area of question.

e) During the first two (2) weeks of service for all work areas, the SUCCESSFUL BIDDER shall be responsible for bringing all areas specified in the contract up to maintenance standard. All work areas shall be considered provided by the COUNTY in an "as is" condition. No additional compensation will be given to the SUCCESSFUL BIDDER for bringing the specified areas up to a maintainable level.

E.31 Equipment List: The SUCCESSFUL BIDDER shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein. If, in the opinion of the COUNTY, the SUCCESSFUL BIDDER has insufficient equipment on the job to satisfactorily complete the work within the required time, the SUCCESSFUL BIDDER shall provide additional equipment as directed by the COUNTY. The SUCCESSFUL BIDDER shall provide a list of equipment to be used in the performance of this Agreement **(See Attachment D).**

E.32 Equipment: All equipment used in the performance of the contract on COUNTY property shall be properly maintained in order to protect the operator and the public. All equipment used by the SUCCESSFUL BIDDER is subject to inspection by the COUNTY's representative. Any equipment deemed inoperable, unsafe or improper for desired use shall be removed from premises. The mowing equipment used by the SUCCESSFUL BIDDER shall be maintained so as to produce a clean, sharp cut and uniform distribution of clippings at all times.

E.33 Mowing: All grass shall be cut to a defined uniform height. Areas that cannot be mowed due to slope and contour shall be maintained by use of string trimmers. Vendor shall make every effort not to cause "scalping" while mowing in any area. Every effort shall be made to mow in such a direction so that grass trimmings are thrown away from parked vehicles and sidewalks. All areas, which are inaccessible to mowing machinery, will be trimmed in conjunction with the mowing schedule. <u>Large tractor type mowers may be used on the nine (9) retention ponds located outside the right of way.</u>

E.34 Mowing Height: All grass shall be cut to a height of four (4) inches with a maximum tolerance of ½ inch plus or minus, except as otherwise indicated. Mower blades will be kept sharp at all times to prevent tearing of grass blades.

E.35 Mowing Uniformity: Mowing areas of different widths shall be connected with smooth, flowing curve transitions. All cuttings shall be performed in such a manner to result in a stand of mowed grass or vegetation cut uniformly at a nominal four-inch (4") height with no streaks. The accumulation or piling of cuttings shall not be permitted.

E.36 Established Mowing Contours: Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

E.37 Trimming: SUCCESSFUL BIDDER shall maintain a neat finished appearance on all trees, shrubs and small plants by means of trimming, pruning and removing any branches that are dead or in conflict with pedestrians walking or the flow of vehicular traffic. To include removal of undesired growth at the base of the trees and shrubs. Successful bidder shall be responsible for the disposal of all cuttings and trimmings that result from service performance. SUCCESSFUL BIDDER shall not use COUNTY dumpsters.

E.38 Retention Ponds: There are 9 ponds that will be part of this contract.

E.39 Uprooted Trees & Shrubs: Upon notification from Project Manager the SUCCESSFUL BIDDER shall upright and

properly secure all trees and shrubs to original position within 48 hours to prevent further damage or loss to the trees and shrubs. Failure of compliance within the specified time limit, which results in irreversible damage to the trees and/or shrub, will result in replacement of trees and/or shrubs with all cost incurred by the SUCCESSFUL BIDDER.

E.40 Litter/Debris Removal: It shall also be the SUCCESSFUL BIDDER's responsibility to remove any items such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc. which will be torn, ripped, scattered or further subdivided by the mowers, which will give the property an objectionable appearance. The cost of litter/debris removal and disposal shall be included in the weekly contract cost.

E.41 Removal of All Clippings and Cuttings: upon completion of the mowing, the SUCCESSFUL BIDDER shall remove all grass clippings that are not uniformly distributed and detract from the appearance of the mowing operation from the job site. In addition, all cuttings from hedges, shrubbery and trees shall be removed from job site. Property shall have a neat and clean appearance after completion of the mowing. The SUCCESSFUL BIDDER shall remove and dispose of clippings and cuttings from the pavement, fence lines, sidewalks, curb and curb inlets located within the limits of the project. The clipping and cutting removal shall be performed in conjunction with the mowing service. Debris shall not be blown into drains or storm drain inlets. The cost of removal and disposal of clippings and cuttings shall be included in the weekly contract cost. All clippings shall be kept out of ornamental beds and off of all paved areas, courts and waterways.

E.42 Soil Testing: Prior to fertilizing the Maintenance SUCCESSFUL BIDDER shall perform soil samples to determine the proper mixture of fertilizer to be applied. The cost of the soil samples shall be included in the weekly contract cost.

E.43 Fertilization of turf: The maintenance SUCCESSFUL BIDDER shall apply an approved complete slow release fertilizer formula two (2) times per year for areas with Bahia Sod.

a) Preliminary Schedule for Bahia Sod: March and September.

E.44 Fertilization of Trees, Hedges and Shrubbery Beds: The maintenance SUCCESSFUL BIDDER shall apply an approved complete slow release fertilizer formula to plant beds, shrubs, woody ornamental and ground covers. Fertilizer shall be applied two (2) times per year to maintain good appearance and color. This will only be at the Osceola Parkway Toll Office located at 3096 Michigan Ave. and the Osceola Parkway Toll Plaza located at 3151 West Osceola Parkway.

a) Preliminary Schedule: March, September.

b) The SUCCESSFUL BIDDER shall apply fertilization according to manufacturer's specifications or recommendations. If areas become deficient between applications, the SUCCESSFUL BIDDER shall apply additional applications for correction at no additional charge. The cost of fertilization shall be included in the weekly contract cost.

c) All fertilizers shall be applied to dry surfaces and thoroughly watered-in immediately following application. Supplemental applications of appropriate plant food shall be applied as necessary. The SUCCESSFUL BIDDER may submit alternate or supplemental fertilization programs to the COUNTY's representative for approval.

E.45 Weed Control Of Turf, Trees, Hedges, Plant Beds And Shrubbery: The SUCCESSFUL BIDDER shall apply an Osceola COUNTY Extension Agency or IFAS recommended herbicide to control weeds in the areas specified. This treatment shall be applied only after approval by the COUNTY's Project Manager. The cost of weed control shall be included in the weekly contract cost.

E.46 Mowing Limits Of Operation: When mowing within eighteen (18) feet of the traveled roadway, the equipment shall be operated in direction of the flow of traffic. This provision does not apply when flaggers and warning signs in accordance with the Manual of Uniform Traffic Control Devices protect the specific work site.

a) When necessary for mowing machines to cross the traveled roadway, a location shall be selected that provides an unobstructed sight distance of five hundred (500) feet. The operator shall stop before crossing the roadway and permit closely approaching vehicles to pass before crossing. Operations shall be planned to minimize crossings. Equipment left on the right-of-way or COUNTY property after designated work hours shall be placed outside the eighteen (18) foot clear and recovery area and shall be the sole responsibility of the SUCCESSFUL BIDDER.

b) All service and supply operations shall be conducted outside the clear and recovery area. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median unless necessary to repair or remove inoperable equipment.

E.47 Mowing Quality: All cuttings shall be performed in such a manner as to cut uniformly to the specifications listed in Paragraphs E.34 - E.37 in order to produce a stand of mowed grass or vegetation cut uniformly to the specified height, with no streaks or scalping. In the event the SUCCESSFUL BIDDER damages the turf, curbs or pavement, he/she will be responsible for restoring it to its original condition and/or replacement thereof. This also includes sign structures, mailboxes, appurtenances, etc.

a) All appurtenances will be hand mowed or trimmed around by the SUCCESSFUL BIDDER as necessary to present a groomed appearance. Appurtenances shall include but not be limited to sign posts and bases, delineator posts, fences, guardrail or barrier walls, pipes, drainage structures, poles, retention pond control structures, landscape areas, etc.

E.48 Power Blower: SUCCESSFUL BIDDER shall blow off all sidewalks, curbing and entrance areas after completing mowing and edging. All sewer grates shall be cleared of debris. When completed, the above-specified areas shall be totally free of debris.

E.49 Mulching: Mulching encompasses placing mulch in areas covered by this bid. New mulch shall be placed to maintain a minimum depth of three (3) inches. All mulch shall be red mulch. Mulching shall be done a minimum of twice per year at the Osceola Parkway Toll Road Office located at 3096 Michigan Ave. in Kissimmee and at the Osceola Parkway Toll Plaza located at 3151 West Osceola Parkway. Additional mulch may be required if areas become thin between mulch cycles. The areas to be mulched will be determined by the Project Manager. The purchase, delivery and spreading of new mulch shall be paid once the mulching is completed as a separate pay item as specified in the bid tab. Proof of mulch quantities must accompany mulch invoices. **All mulch beds shall be turned over for a fresh appearance as needed.**

a) Mulch shall be placed by hand in a loose consistency and shall not be matted or compacted. Mulch shall be placed in a manner as to provide a neatly groomed appearance in accordance with industry standards. No grass or plant cuttings are to be left in mulched areas. If at any time the mulch is disturbed, subdivided or damaged by the SUCCESSFUL BIDDER, the mulch will be immediately replaced.

E.50 Maintenance of Trees & Shrubs: Tree maintenance is an integral part of this contract. Tree maintenance encompasses maintaining those trees growing over the right of way line and impeding maintenance or cause a safety hazard. Tree maintenance will include pruning to allow for proper clearances as well as for the integrity of the tree. It shall also be the SUCCESSFUL BIDDER's responsibility to spray trees with insecticides and fungicides. The cost for maintenance of trees and shrubs shall be included in the weekly contract cost.

E.51 Tree Replacement: Tree's that have died, been destroyed or damaged will require replacement from time to time. The replacement of trees will be coordinated between the SUCCESSFUL BIDDER and the COUNTY's Project Manager. No tree's are to be replaced or purchased without the approval of the COUNTY's Project Manager. Replacement trees will be purchased through vendors approved by the COUNTY. The cost of replacement trees is outside the scope of this bid and will be paid for by the COUNTY, not by the SUCCESSFUL BIDDER. However, the removal, installation and maintenance of replacement trees are considered part of this contract and shall be included in the weekly contract cost.

E.52 Spraying Of Insecticides and Fungicides For Turf, Trees, Hedges, And Shrubbery: The SUCCESSFUL BIDDER shall inspect all turf, trees, hedges, and shrubs within the designated boundaries each week. The results of these inspections along with a written report on the types of insecticides or fungicides required, if any, will be conveyed to the Project Manager bi-weekly. Turf areas shall be continuously monitored for pest problems. Insecticide and fungicide spraying must be approved by the COUNTY's representative prior to the application taking place. The cost for spraying insecticides and fungicides shall be included in the weekly contract cost.

a) The SUCCESSFUL BIDDER shall abide by the manufacturer's specifications for all chemicals or chemical compounds used. The SUCCESSFUL BIDDER shall abide by all rules, laws, ordinances and statutes of the Federal, State and COUNTY as well as any other governmental agencies having jurisdiction pertaining to the handling, storage

and application of pesticides and fungicides.

b) Treatment of turf areas for infestation or disease shall be the responsibility of the maintenance SUCCESSFUL BIDDER.
c) The maintenance SUCCESSFUL BIDDER shall provide a complete pre and post-emergent weed control program that address grass, broadleaf and sedge control.
d) Turf areas shall be continuously monitored for pest problems. The maintenance SUCCESSFUL BIDDER shall provider a weekly report of these activities.

E.53 Fertilization of Trees: All trees shall be fertilized along with the shrubs and groundcovers. Refer to Fertilization of trees, hedges and shrubbery for additional information.

E.54 Pruning of Trees & Shrubs: Generally all pruning shall require the removal of branches and twigs that may interfere with the safe passage of pedestrians along the walkway. All pruning shall remove the branch or twig back to the next largest branch. The second purpose of pruning shall be to improve trunk and branch structure. Suckers or shoots shall be removed to maintain the main trunk or multiple trunks of the tree. No attempt shall be made to manicure or shear the tree into an unnatural form for that particular species. Palms shall be trimmed as needed or as determined by the project manager. Palms shall be trimmed to remove dead fronds, spent seedpods and should resemble a 10:00 o'clock and 2:00 o'clock position.

a) The SUCCESSFUL BIDDER shall eliminate all bracing and tree supports, as trees become self-supporting. Tree supports that must remain shall be kept in good repair and functioning at all times with trees fully protected.

b) All specified trees shall be pruned back by the SUCCESSFUL BIDDER, from the edges of roads, driveways, fences and sidewalks and ensure the safety of citizens and the protection of property. The SUCCESSFUL BIDDER shall prune all specified trees to encourage a healthy natural growth pattern for each specific variety. All pruning shall accomplish toward developing the eventual and future branching structure. All pruning shall be done accorded to accepted industry practices and standards. Pruning shall be accomplished to keep trees clear of all vehicular doors and windows. Any low hanging limbs or branches that pose a threat to the public shall be pruned and removed by the SUCCESSFUL BIDDER. Pruning shall also provide a neat and well-manicured appearance.

c) The SUCCESSFUL BIDDER shall remove sucker growth and dead material from the bases of all trees at soil level to include the trunk lines. Sucker growth shall also be removed from the soil line to the main branches. The SUCCESSFUL BIDDER shall report any unusual hazards to the COUNTY's representative.

d) Trees shall be maintained to provide a neatly groomed and healthy appearance in accordance with specifications. If at any time, the COUNTY's representative deems the work unsatisfactory, the services will be performed again at no additional cost to the COUNTY.

e) Oaks (not exceeding 10' in height)-prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on Oaks. Oak branches are encouraged to hang over walks with adequate clearance.

f) *Ligustrum-shall be hand clipped for natural form. Severe shearing into "globes" shall be prohibited.

E.55 Maintenance of Planting Beds: Maintenance of planting beds encompasses maintaining newly planted landscaped planting beds as well as established older planting beds. It includes litter removal, weeding, spraying of insecticides and fungicides (when needed) and pruning and trimming of plant life in the planting beds. The SUCCESSFUL BIDDER shall inspect all planting beds within the designated boundaries each week.

E.56 Weeding of Planting Beds: Weeding of planting beds encompasses the removal of all weeds and growth by the SUCCESSFUL BIDDER in all planting beds. Weeding shall be performed manually each cycle to maintain a weed free plant bed. Chemical may be used to prevent future weed growth provided that the use of chemicals will not result in damage to plants or leave an unsightly appearance. The cost of weeding shall be included in the weekly contract cost.

E.57 Weed Control: Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means.

a) An appropriate combination of "pre" and "post" emergent herbicides shall be utilized.

b) Weeding shall be an "on going" service and performed whenever weeds are present.

c) Control broadleaf weeds in all turf areas by spot application of contact herbicide.

E.58 Applying Insecticides and Fungicides to Planting Beds: The SUCCESSFUL BIDDER shall properly and immediately care for Planting beds attacked by or showing signs of disease or pests, including Fire Ants. The SUCCESSFUL BIDDER shall notify the COUNTY's representative prior to the spraying of insecticides and fungicides. The cost for the spraying and applying of insecticides and fungicides shall be included in the weekly contract price.

E.59 Fertilization of Planting Beds: All plant beds shall be fertilized along with the shrubs and groundcovers. Refer to Fertilization of trees, hedges and shrubbery for additional information.

a) The SUCCESSFUL BIDDER shall apply fertilization according to manufacturer's specifications or recommendations. Additional nutrients shall be applied to any plant material, including trees, palms, etc., when deficiencies occur at no additional charge.

E.60 Planting Bed Quality: Planting beds shall be maintained to provide a neatly groomed and healthy appearance in accordance with the specifications. Plants, grass and trees damaged by the SUCCESSFUL BIDDER will be replaced by the SUCCESSFUL BIDDER at his/her expense. Replacements will be the same size and type of those damaged, unless otherwise ordered by the COUNTY's representative. If at any time the work is deemed unsatisfactory to the COUNTY's representative, the services shall be performed again at no additional cost to the COUNTY.

E.61 Edging Quality: Plant growth, sand and debris shall be removed from all specified areas to provide a neatly groomed and manicured appearance in accordance with the specifications. If at any time the COUNTY's representative deems the work unsatisfactory, the services will be redone at no additional cost to the COUNTY.

E.62 Herbicide Treatment: Herbicide treatment encompasses the treatment, weed control and removal of all grass, seeds, vegetation and plant material growing in, along and around concrete medians, roadways, fences, curb inlets, inlet throats, gutters, asphalt paved areas, ramps, divider walls, guardrails, bridge embankments and bridge supports with an approved herbicide to maintain an attractive and manicured condition. The herbicide treatment shall also include the treatment of all expansion joints and cracks located on sidewalks, curbs, concrete medians and paved approaches.

a) The Project Manager will determine areas approved for herbicide treatment. All herbicides used in landscape beds shall be Round Up or equivalent, applied in conformance with the manufacturer's instructions or a COUNTY approved equal. The cost of the application of herbicide to these areas shall be included in the weekly contract cost.

b) Upon completion of herbicide treatment by the SUCCESSFUL BIDDER, no growth shall remain on any of the areas designated to be treated. The spray pattern for herbicide treatment will be four (4) inches.

c) Upon completion of the herbicide treatment, fences and divider walls shall be hand trimmed by the SUCCESSFUL BIDDER to remove all dead vegetation. All vegetation shall be removed and disposed of by the SUCCESSFUL BIDDER. Upon completion of the trimming, no growth shall touch any part of the fences and divider walls. All dead vegetation shall be removed from all other areas sprayed, including sidewalk expansion joints, curbs, gutters, concrete medians and inlet throats, etc. The cost of the removal and disposal of all vegetation shall be included in the weekly contract cost.

E.63 Herbicide Limitation Of Operation: The SUCCESSFUL BIDDER shall abide by all rules, laws, ordinances and statutes of the State and COUNTY having jurisdiction pertaining to the handling, storage and application of herbicides. The SUCCESSFUL BIDDER at his/her expense will replace plants, grass and trees damaged by the improper use of herbicides. Replacements will be the same size and type of those damaged.

E.64 Herbicide Quality: If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the COUNTY.

E.65 Plant Replacement: Plants that have died, been destroyed or damaged will require replacement from time to time. The replacement of plants will be coordinated between the SUCCESSFUL BIDDER and the COUNTY's Project Manager. No plants are to be replaced or purchased without the approval of the COUNTY's Project Manager. Replacement plants will be purchased through vendors designated by the COUNTY. The cost of replacement plants is outside the scope of this bid and will be paid for by the COUNTY, not by the SUCCESSFUL BIDDER. However, the removal, installation and maintenance of replacement plants are considered part of this contract and shall be included in the weekly contract cost.

E.66 Over Seeding: SUCCESSFUL BIDDER shall over-seed grassed areas as needed or determined by Project Manager. The seed application rate shall be 30 lbs. per acre with seventy percent (70%) Argentine Bahia seed and thirty percent (30%) Rye seed content during winter months.

E.67 Irrigation Systems Inspection, Operation & Maintenance: Irrigation system inspections, operations and maintenance encompass the inspection, operation and maintenance of the irrigation system(s) located throughout property specified herein.

a) The SUCCESSFUL BIDDER shall be responsible for inspecting, operating and maintaining the irrigation system(s) to insure that the proper water is supplied and that the irrigation system(s) meet the manufacturer's specifications. The SUCCESSFUL BIDDER shall program the irrigation system to operate for forty five (45) minutes or less per day for each zone. All irrigation system(s) shall be programmed for the application between 11:00 p.m. and 6:00 a.m. and shall be monitored to ensure that the functions of the site are not disrupting traffic operations. Application shall be accomplished to ensure plants are watered sufficiently to allow for optimum growth conditions. The SUCCESSFUL BIDDER shall be responsible for irrigation zone timing and shall alter irrigation programs in response to weather conditions to ensure that the proper water relationships are maintained. The SUCCESSFUL BIDDER shall be responsible for proper irrigation coverage and water relationships during each visit.

b) All irrigation system(s) shall be inspected and fully tested once per month to insure all components are functioning properly. The irrigation system shall be repaired when and where necessary, at the COUNTY's expense upon approval of the Project Manager. In addition, since the SUCCESSFUL BIDDER will be on site weekly, any irrigation problems that arise between inspections shall be immediately rectified. The cost for inspection will be included in the weekly contract cost.

E.68 Irrigation System Repair: The SUCCESSFUL BIDDER shall be responsible for repair and replacement of all broken, damaged or missing sprinkler heads and irrigation lines. The SUCCESSFUL BIDDER shall be responsible for repair to and/or replacement of all timers, lines, head, electric valves, parts jammed due to dirt or debris in the system or controllers. All the equipment used for repairs and replacements shall be the same as the original equipment or as approved by the COUNTY. The SUCCESSFUL BIDDER shall be responsible for repairing leaks due to failure of joints, lines and/or broken parts. The hourly labor cost for repair of the irrigation will be established in the Bid Schedule Price section of this contract. The COUNTY, upon approval by the Project Manager, will pay for the cost of replacement parts for the irrigation system.

a) If at any time the irrigation system(s) are not properly inspected, operated and/or maintained in accordance with the specifications, the services shall be performed again at no additional cost to COUNTY.

E.69 Billing: Invoices submitted for payment shall contain company name, contract title/description, cycle number, beginning and ending dates and cycle cost. The Inspection checklist must accompany the invoice and shall be submitted weekly or as services are completed.

E.70 Right of Way: Contractor will make every attempt to mow from right of way to right of way. Right of way is usually defined as all areas between fence line to fence line. Backsides of right of ways are generally defined as backside of sidewalks, backside of planted landscaping or backsides of telephone poles. **Contractor shall determine limits prior to beginning any work.**

E.71 Required Equipment: Due to the size and scope of the Osceola Parkway Toll Road Project, Osceola County will require a minimum of the following equipment. Equipment must be inspected prior to awarding the bid.

A. **Two (2) Commercial type lawn mowers with a minimum deck size of 48 inch.**

B. **Three (3) Commercial type string trimmers (Weed Eaters).**

C. **Two (2) Commercial type edgers.**

D. **Two (2) Commercial Backpack blowers.**

E. **One (1) slope mower.**

F. THE BID PRICE SCHEDULE

In accordance with the terms, conditions, and scope of work, the bidder hereby submits the following prices for AR-11-1964-MS, Mowing & Landscape Maintenance of Osceola Parkway for a three-year term as follows:

Item	Description	Est. Quantity	Unit Cost (per cycle)	Extended Cost
1.	Mowing, Edging, Weed Eating	40	$	$
2.	Trash Pick up and removal	12	$	$
3.	Weed Control at OPASS and Toll Plaza	12	$	$
4.	Mulch Application at OPASS and Toll Plaza	1	$	$
5.	Crack Weed Treatment	4	$	$
6.	Fertilize Shrubs, Hedges, Ground Cover & Trees at OPASS and Toll Plaza	2	$	$
7.	Prune/trim Shrubs, Hedges, Ground Cover & Trees	6	$	$
8.	Inspect Irrigation System at OPASS & Toll Plaza	12	$	$
9.	Irrigation System Maintenance at OPASS and Toll Plaza	12	$	$
			TOTAL	$

AR-11-1964-MS	Due Date & Time: January 18, 2011	Advertised Date: December 26, 2010 and December 30, 2010
Procurement Representative: Maggy Suriel Email: msur@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Mowing of Osceola Parkway		

SECTION G. CERTIFICATION OF BIDDER.

To the Procurement Services Office Manager:

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that this bid is genuine, not a sham or collusive or made on behalf of another person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any other Bidder to submit a sham bid; that the undersigned has not directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a bid; and that the undersigned has not in any manner sought collusion to secure an advantage over any other Bidder. By submittal of this bid, the undersigned agrees to abide by all terms and conditions set forth herein, including, but not limited to, the specifications, bid security, prompt contracting, and timely delivery of the services and/or equipment to be procured hereby.

Have you supplied all the required submittal documents as outlined below? Please place a check mark (✓) next to each applicable item:

☐ Invitation to Bid cover page completed and signed (Page 1 of the solicitation document) - **REQUIRED**

☐ Completed and executed Certification of Bidder (Section G) - **REQUIRED**

☐ Proof of Insurance, (minimum limits set forth in Attachment B) - **REQUIRED**

☐ Occupational License / Osceola County Local Business Tax Receipt, as applicable - **REQUIRED**

☐ All Attachments, as applicable

☐ Addendum Acknowledgement, if applicable

☐ Bid / Performance Bonds, if applicable

☐ Single reproducible diskette, CD-ROM or memory stick containing entire bid submittal

☐ Local Vendor Eligibility Form (Attachment E), if applicable

☐ Vendor Demographics Survey Form (Attachment F - Optional)

If the Bidder is not successful as Prime Supplier, will the Bidder be willing to serve in a Secondary Supplier capacity under the same terms and conditions contained herein? Yes _____ No _____

Osceola County is currently contracted with Bank of America for the utilization of their VISA credit card. Is your firm able to accept the Bank of America VISA credit card for payment of services/commodities? Please indicate whether your company will accept VISA payments in lieu of a County check. Yes _____ No _____	
Prompt Payment Discount: % Days ***Discount for prompt payment of 30 days or longer may be considered in Evaluation of Award.***	
Signature of Authorized Representative:	**Date:**
Printed Name:	**Title:**

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD: ADDENDUM#_____THROUGH ADDENDUM# _____

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Title : Mowing of Osceola Parkway		

ATTACHMENT "A"
STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form, prior to the date shown for receipt of bids, to the **Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741**.

I/we have declined to bid on **AR-11-1964-MS, Mowing of Osceola Parkway**, for the following reasons:

_____ Specifications are too "restrictive" (i.e. geared toward one toward one brand or manufacturer) as explained below.

_____ Insufficient time to respond to Invitation to Bid

_____ I/we do not offer this product or equivalent

_____ My/our product sheet would not permit us to perform the services required

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear as explained below

_____ Other as specified below

Remarks:_____

_____

_____

I/we understand that if the "No Bid" letter is not executed and returned, my/our name may be deleted from the list of qualified Bidders for Osceola County for future projects.

_____
Typed Name and Title

_____
Signature and Title

_____
Company Name

_____
Address

_____
Telephone Number

_____
Date

_____
Email Address

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ATTACHMENT "B"
INSURANCE REQUIREMENTS

A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits as outlined in the provided hereto sample Acord 25 Certificate of Liability Insurance.

C. **County as Additional Insured:** The successful Bidder/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.

D. **Certificates of Insurance:** The successful Bidder/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Any other wording in the Certificate Holders Box shall not be acceptable.
Non-conforming certificates will be returned for correction.

E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. **Subcontractors:** The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and made readily available upon request by the County.

G. **Loss Deductible Clause:** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

Initials of Signatory:_____ Date:_____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may be grounds for disqualification of your submittal.<<<

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ACORD 25 FORM - SAMPLE CERTIFICATE OF LIABILITY INSURANCE
Service A

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID | DATE(MM/DD/YYYY)

Service A

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Name & Address of Service Provider

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Am Best Rating A-:VII or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC				EACH OCCURRENCE PREMISES DAMAGE MED EXP (Any one person) PERSONAL&ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 50,000 $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000
		AUTOMOBILE X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? yes, describe under SPECIAL PROVISIONS below				X STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Osceola County Board of County Commissioners and Osceola County are named Additional Insureds on the general liability & auto liability policies for liability arising from the provision of products or services to Osceola County by the Named Insured. The general liability policy contains Additional Insured Endorsement CG2010 1185 or its equivalent. The general liability & workers compensation/employers liability policies contain a waiver of subrogation in favor of Osceola County. *Osceola County shall be notified 30 days prior to cancellation or non-renewal of any policy listed,except for 10 day notice for non-payment of premium.

CERTIFICATE HOLDER

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Sq., Ste 4700
Kissimmee, Fl 34741

ACORD 25 (2001/08)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

AR-11-1964-MS	Due Date & Time: January 18, 2011	Advertised Date: December 26, 2010 and December 30, 2010
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ATTACHMENT "C"
DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

(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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and 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 the first paragraph.

(4) In the statement specified in the first paragraph, 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 chapter 893, Florida Statutes, 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 the foregoing provisions.

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

_____

Bidder's Signature, Title, Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

ATTACHMENT "D"
EXPERIENCE OF BIDDER

The following questionnaire shall be completed by the Bidder to assist in the evaluation of the bid submittals.

1. **FIRM NAME:** _____

   Address: _____

   City/State/Zip: _____

   Phone: _____ Fax: _____

   Name of primary contact responsible for work performance: _____

   Phone: _____ Cell Phone: _____

   Email address: _____

   Name of alternate contact should primary not be available: _____

   Phone: _____ Cell Phone: _____

2. **PERSONNEL:** Please provide the current composition of your workforce:

Description	Number
Total Number of Employees	
Management	
Technical	
Clerical	

3. **EXPERIENCE**:

   Years in business: _____

   Years in business under this name: _____

   Years performing this type of work: _____

   Value of work now under contract: _____

   Value of work in place last year: _____

   Percentage (%) of work usually self-performed: _____

   Name of subcontractors you may use: _____

   Has firm: Failed to complete a contract: _____

   Been involved in bankruptcy or reorganization: _____

   Pending judgment claims or suits against firm: _____

   What company do you use for pre-employment criminal background checks? _____

4. **SAFETY**:

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had any job related fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered **YES** to either of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.

5. **INSURANCE AGENCY COMPANY NAME:** _____

Agent Contact:_____ Phone:_____

Total Bonding Capacity:$_____

Value of Work Presently Bonded: $_____

6. **LOCAL SERVICE FACILITY:**

Name of local service center:_____

Address of local service center:_____

_____

Telephone number:_____

Contact person:_____

7. **WORK EXPERIENCE:**

List your three (3) most significant commercial projects where the contract was similar in scope and size to this Bid completed in the last three (3) years:

Reference #1:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

Reference #2:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

Reference #3:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

SIGNATURES MUST BE PROPERLY WITNESSED BY A NOTARY.

Affidavit:

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment D, Experience of the Bidder, is truthful and correct at the time of submission.

Authorized Signature _____

Name Printed _____

Title _____ *Date*_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 200___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

Rev. 06/2008

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

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Title : Mowing of Osceola Parkway		

ATTACHMENT "E"
LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

1. Company Title		
2. Physical Address of Business		
3. Osceola Vendor # (if applicable)	4. Osceola BOCC Bid# (If applicable)	
5. Contact Name	6. Phone Number	7. Fax Number
8. Email Address	9. Web Address	

10. LOCAL VENDOR QUALIFICATION (must meet one of following four)

10a. **Firm in Osceola County:** The firm's headquarters, manufacturing facility, or locally owned franchise must be located within the legal boundaries of Osceola County for a minimum of one year prior to issuance of the solicitation for which the firm is competing. Check mark (✓) the documents below that will be submitted as proof with this application.

☐ local business tax receipt ☐ real property tax receipt, lease agreement, or property trim notice

10b. **Firm's Owner in Osceola County:** The Owner/Principal of the firm maintains his primary residence within the legal boundaries of Osceola County. Check mark (✓) the documents below that will be submitted as proof with this application.

☐ local business tax receipt ☐ articles of incorporation ☐ real property tax receipt, lease agreement, or property trim notice

10c. **Firm's Employees in Osceola County:** Thirty percent or more of the firm's full-time employees maintain their primary residence in Osceola County. Both documents below are required. Check mark (✓) each to indicate they are included with this application.

☐ a complete list of employees ☐ a list of addresses for all employees who reside in Osceola County

10d. **Firm is already certified as a Local Vendor:** In the event the firm has been previously certified as a Local Vendor, please include with your bid submittal a copy of the Osceola County issued certification in lieu of completing this form.

11. Nature of Business: Specify major services/products provided and the corresponding commodity code. A listing of commodity codes can be found at https://vendorlink.osceola.org.

12. Are you authorized to do business in the State of Florida? (Check mark (✓) as applicable) ☐ Yes ☐ No

13. Are you authorized to do business in Osceola County? (Check mark (✓) as applicable) ☐ Yes ☐ No

14. AFFIDAVIT

I/We, the undersigned, as authorized signatory to commit the firm, swear and affirm that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide directly to Osceola County documentation necessary to confirm statements. NOTE: If, after filing this form, there is any significant change in the information submitted, you must inform Osceola County Procurement Services of the change.

Name (printed/typed)	Signature	Title	Date

Corporate Seal (where applicable):

State of

County of

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____ as

_____ of _____, who personally swore or affirmed that he/she is authorized to execute this Affidavit and thereby bind the vendor, and who is personally know to me OR has produced _____ as identification.

(Stamp)

Notary Public: _____ Commission Expires: _____

NOTE: If Bidder is eligible but not already certified as a local vendor, this form with supporting documentation shall be completed and submitted to the County' Procurement Services Office at least seven (7) days prior to bid due date.

Rev. July 2010

AR-11-1964-MS	Due Date & Time: January 18, 2011	Advertised Date: December 26, 2010 and December 30, 2010
Procurement Representative: Maggy Suriel Email: msur@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Mowing of Osceola Parkway		

ATTACHMENT "F"
Vendor Demographics Survey

Company Name: _____
Company Address: _____
City, State, and Zip: _____
Telephone: _____ Fax: _____ Email: _____

1. Is your business certified as local vendor with Osceola County (See Attachment E, the Local Vendor Eligibility Form, or http://www.osceola.org/procurement/115-3520-3521/local_vendor_preference.cfm)?

   _____ Yes _____ No

2. How many people comprise your workforce? _____

3. Based on your current workforce, how many employees are residents of Osceola County? _____

4. Is your company currently certified as a minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to bid due date.)

   _____ Yes _____ No

   If yes, please enclose a copy of your Certificate with your bid submission.

5. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____
Date: _____

County Staff Use Only	Solicitation No:	
	Percentage of Local Employees	
	Percentage of Female and Minority Employees	

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