

**IFB OCLS-26-001-LANDSCAPE  
INVITATION FOR BID**

**Landscaping And Ground Maintenance Services for OCLS  
Term Contract**

**Issue Date: June 3, 2026      Due Date: July 8, 2026**

1. **PURPOSE:** The Orange County Library District, an independent special taxing district to the State of Florida, doing business as the Orange County Library System (“Library”), is soliciting sealed written bids from Florida landscaping and ground maintenance firms (herein referred to as the bidder or contractor) to provide professional landscaping, ground maintenance, tree trimming and irrigation system repair services, including all required chemicals, lawn care equipment (i.e.: mowers, edger’s, leaf blowers, lifts, chain saws, rakes, shovels, etc.), to ten of the Library’s seventeen locations (the “Services”). The bidder must be authorized to do business in Florida by the Florida Division of Corporations. Copies of the Invitation For Bid (“IFB”) may be obtained from the Library’s IFB Project Coordinator noted below or on the Library’s web site <https://ocls.org/board-trustees/advertised-solicitations/>.
2. **IFB PROJECT COORDINATOR:** To ensure that your bid is responsive, bidders may request clarification or guidance on any issues involving this solicitation before submission of a bid. Your communications concerning this IFB should be directed in writing to the IFB Project Coordinator listed below:

Name: Kristopher Shoemaker, Chief Financial Officer  
E-Mail: OCLSBIDS@ocls.info

Except as provided below regarding site inspections, bidders shall not contact any member of the Library or the Library’s Board of Trustees regarding this IFB until such time as a contract is awarded. All questions pertaining to this IFB must be directed in writing through the IFB Project Coordinator noted above.

3. **SCOPE OF SERVICES:** The Library desires to enter into a contract with one contractor to provide the Services for a five (5) year initial period with five (5) one-year extensions, for a total of ten (10) possible years. The selected bidder will provide Services to the main Library and nine of the seventeen Library branch locations. The successful contractor will furnish all the labor, services, materials, equipment, tools, supplies, chemicals, and all other things necessary for the timely and proper completion of the landscaping and ground maintenance services required by the IFB. The addresses and operating times of the ten locations are listed in **Attachment A** “Branch Locations.” The Services to be performed for each Library is included in **Attachment B**. All work shall be performed in a professional, workmanlike manner consistent with best industry practices and applicable safety and environmental regulations.
4. **CONTRACT FOR SERVICES:** A contract for the Services will be entered into with the selected bidder. The form of the contract is non-negotiable and is attached as **Attachment D**. If there are provisions to which a bidder cannot agree to such as termination, insurance, or indemnification, the bidder should not submit a bid. This IFB and the bid from the selected contractor will be included and incorporated in the final contract. The order of contract precedence will be the contract, this IFB and the bid.

5. **PRELIMINARY SCHEDULE:** These dates are estimates only and are subject to change by the LIBRARY.

Event	Date	Time
Announcement of IFB	06/03/2026	10:00 A.M.
Mandatory Pre-Proposal Meeting *	06/11/2026	11:00 A.M.
Site Inspections **	06/11-24/2026	TBD
Question Submission Deadline	06/25/2026	3:00 P.M.
Question Responses Posted	07/01/2026	3:00 P.M.
IFB Package Due	07/08/2026	3:00 P.M.
IFB Evaluated	07/09-30/2026	TBD
Final Evaluations Posted	07/31/2026	3:00 P.M.
Board of Trustee Approval (If Required)	08/13/2026	6:00 P.M.
Tentative Date to Award Contract	08/17/2026	TBD
Contract Effective Date (Service Begins)	10/01/2026	7:00 A.M.

**\*A Mandatory Pre-Proposal Conference will be conducted on Thursday, June 11, 2026 at 11:00 A.M.** The meeting location is at the Library Main Branch, 101 E. Central Blvd., Orlando FL 32801, 5<sup>th</sup> floor, Human Resources Reception Desk. All interested parties are required to send a minimum of 1 and a maximum of 3 representatives to this mandatory meeting. **Any bidder that does not attend the Mandatory Pre-Proposal Conference will not be allowed to bid on this IFB.**

**\*\* There will also be a Non-Mandatory Site inspection for the other nine locations held June 11 – 24, 2026.** Site inspections will be non-supervised. However, such inspections need to be coordinated by bidders with Brian Dornbush, OCLS Facility Operations Manager 407-835-7323. Bidders are cautioned not to talk to branch staff regarding the IFB. Bidders are not to interfere with OCLS operations.

6. **Submission Instructions:** Bid packages shall contain a cover letter with the completed Bid Form included as **Attachment C** and the documents required to be included with the Bid Form. Submit one original and one electronic copy (USB) in a sealed envelope clearly marked with **IFB OCLS-26-001-LANDSCAPE** and Bidder’s name, to:

Orange County Library System  
 Attn: Kristopher Shoemaker, Chief Financial Officer  
 5<sup>th</sup> Floor Human Resources Reception Desk  
 101 East Central Blvd.  
 Orlando, Florida 32801

**Bid packages shall be submitted no later than 3:00 P.M. EST, on Wednesday, July 8, 2026.**

7. **EVALUATION AND AWARD:** The contract will be awarded to the lowest responsive and responsible Bidder meeting the requirements of this IFB, considering price, responsibility, and compliance with submission requirements. The Library reserves the right to: (a) reject any or all bids, waive minor irregularities, and request clarifications; (b) conduct interviews or request additional information, and (c) make multiple awards if in the Library’s best interest.

8. **BIDDER'S COST TO DEVELOP THE PROPOSAL:** Costs for developing bids responsive to this IFB are entirely the obligations of the bidder and shall not be chargeable in any manner to the Library.
9. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:** The bidder is hereby notified that Section 287.05701, Florida Statutes provides that the Library may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the bidder is a responsible bidder.
10. **CONFLICTS OF INTEREST:** The award is subject to provisions of applicable Florida law and Library Procedures. All bidders must disclose with their bids the name of any officer, director, or agent of the bidder who is also an employee the Library. Further, all bidders must disclose the name of any Library employee who owns, directly or indirectly, an interest of ten percent or more of the bidder's entity or any of its entities.
11. **CONVICTED VENDORS:** A person or affiliate placed on the convicted vendor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the Library for a period of thirty-six months from the date of being placed on the convicted vendor list.
12. **DISCRIMINATORY VENDOR:** An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134 of the Florida Statutes is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the Library for a period of thirty-six months from the date of being placed on the discriminatory vendor list.
13. **DRUG FREE WORKPLACE:** By submission of a Proposal in response to this solicitation, the bidder acknowledges the Library's Drug Free Workplace requirement applies to the bidder.
14. **RULES OF CONDUCT:** The Library's Rules of Conduct are here: [https://ocls.org/wp-content/uploads/2024/11/ROC\\_English\\_2024.pdf](https://ocls.org/wp-content/uploads/2024/11/ROC_English_2024.pdf). Bidders will review and share the Rules of Conduct with their staff and by submitting a bid represents their employees will adhere to the Rules of Conduct.

**Attachment A**  
**Addresses and Operating Times of the Ten Branch Locations**

Orlando Public Library ( AKA Main Library )  
101 East Central Blvd, Orlando FL 32801  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm  
Sunday 1pm – 6pm

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Alafaya Branch  
12000 East Colonial Drive, Orlando FL 32826  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm  
Sunday 1pm – 6pm

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Chickasaw Branch  
870 North Chickasaw Trail, Orlando FL 32825  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm

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Eatonville Branch  
200 East Kennedy Blvd., Eatonville FL 32751  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm

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Horizon West Branch  
4657 Hamlin Groves Trail, Winter Garden, FL 34787  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm  
Sunday 1pm – 6pm

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North Orange Branch  
1211 East Semoran Blvd, Apopka FL 32703  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm  
Sunday 1pm – 6pm

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South Creek Branch  
1702 Deerfield Blvd., Orlando FL 32837  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm  
Sunday 1pm – 6pm

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Southwest Branch  
7255 Della Drive, Orlando FL 32819  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm

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West Oaks Branch  
1821 East Silver Star Road, Ocoee FL 34761  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm  
Sunday 1pm – 6pm

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Winter Garden Branch  
805 East Plant Street, Winter Garden FL 34787  
Monday – Thursday 10am – 7pm  
Friday – Saturday 10am – 6pm

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**Attachment B**  
**List of Services for each Branch Library**

**1. Professional Landscaping and Grounds Maintenance (Routine):**

- a. Mowing of turf areas to a uniform height appropriate to species and season, edging of sidewalks, curbs, and planting beds, string trimming around obstacles, and removal of clippings from hard surfaces.
- b. Blowing/cleaning of walkways, entryways, parking islands, patios, and other hardscapes.
- c. Weeding of planters and landscape beds; pre-emergent and post-emergent weed control using appropriate chemicals.
- d. Fertilization of turf and ornamentals per agronomic recommendations and seasonal schedules.
- e. Pest and disease management for turf and ornamentals using Integrated Pest Management (IPM) practices and approved chemicals.
- f. Mulch installation and top-offs in planting beds to maintain a three-inch mulch layer. Mulch shall be pine bark and shall be replaced a minimum of twice per year (ideally March and September).
- g. All mulched beds shall have all weeds and trash removed to maintain the landscape in an attractive condition. Hand weeding shall be performed when needed.
- h. Pruning and shaping of shrubs and hedges to maintain size and health; removal of dead/diseased material.
- i. Litter and green waste removal from landscape areas; onsite green waste processing or offsite disposal in accordance with local requirements.
- j. Seasonal color installation and bed preparation at designated locations as directed by the Library's Representative.

**2. Tree Trimming and Arbor Care:**

- a. ANSI A300 standard pruning of trees to promote health, structure, and clearance from buildings, signage, lighting, and pedestrian/vehicular pathways.
- b. Contractor shall prune and trim trees thirteen (13) feet above ground level, irrelevant to the total tree height or specimen.
- c. Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All tree pruning shall encourage a single leader and develop a healthy branching structure.
- d. Pruning shall include but not be limited to removal of vegetation which is dead, damaged or diseased. The Contractor shall remove all pruned materials and debris from the site after each site visit.
- e. Hazard mitigation pruning and removal of deadwood greater than 3 inch in diameter.
- f. Canopy thinning, elevation, and structural pruning for trees under twenty (20) feet; larger or specialty trees as directed.
- g. Emergency response for storm damage, fallen limbs, and unsafe conditions on an as-needed basis within forty-eight (48) hours.
- h. Stump grinding and surface root management when authorized by the Library.

**3. Irrigation System Inspection, Maintenance, and Repair:**

- a. Routine inspection and functional testing of controllers, valves, backflow devices, mainlines, laterals, spray heads, rotors, drip systems, rain/freeze sensors, and related appurtenances.
- b. Programming, seasonal adjustment, and optimization of irrigation schedules for water conservation and plant health.

- c. Leak detection and repair; replacement of defective components; pressure regulation and zone balancing.
  - d. As-built documentation updates and reporting of material changes to the system; recommendations for repairs, upgrades, or water-efficiency improvements.
  - e. Backflow prevention device testing coordination if required; repairs performed by certified personnel where applicable.
4. **Chemicals and Materials:** Contractor shall supply and apply all required chemicals, including but not limited to fertilizers, soil amendments, herbicides, pesticides, fungicides, and growth regulators, in compliance with manufacturer instructions and applicable regulations. Safety Data Sheets shall be maintained onsite or electronically accessible and provided to the Library upon request.
5. **Equipment:** Contractor shall provide and maintain all equipment necessary to perform the services, including mowers, edgers, leaf blowers, lifts, chain saws, rakes, and shovels, as well as string trimmers, hedge trimmers, aerators, spreaders, irrigation repair tools, and safety equipment.
6. **Service Frequencies and Standards:**
- a. Mowing/edging: once per week from March 1 through October 31 and once every two weeks from November 1 through February 28/29 or as directed by the Library to maintain appearance standards.
  - b. Shrub/hedge pruning: Monthly
  - c. Weed control and fertilization: per calendar submitted by Contractor and approved by the Library. It shall be the responsibility of the Contractor to follow a routine that shall make certain there will be no visible weeds in any landscape bed, tree/palm well, parking lot island, and concrete or sidewalk area.
  - d. Pest control: monthly.
  - e. Tree trimming: annually.
  - f. Hazard pruning as needed.
  - g. Irrigation inspections: when performing mowing/edging; repairs within 48 to 72 hours.
  - h. Work Hours: 24/7 No mowing, trimming or line trimming during open hours per location.
7. **Staffing and Qualifications:**
- a. Project Manager: single point of contact with authority to act.
  - b. Crew Leads: experienced forepersons on site during operations.
  - c. Licensed/certified pesticide applicators as required; arbor work supervised by an ISA Certified Arborist or equivalent.
  - d. Irrigation technicians with minimum of 2 years experience preferred.
  - e. Background checks for onsite personnel as required by the Library's policies.
8. **Response Times:**
- a. Routine service requests: within forty-eight (48) hours.
  - b. Irrigation leaks/line breaks causing water loss or safety hazards: dispatch within four (4) hours; repair or temporary mitigation within twenty-four (24) hours.
  - c. Emergency tree hazards obstructing access or presenting imminent risk: dispatch within two (2) hours; make-safe actions immediately upon arrival.

**9. Safety, Environmental, and Site Protection:**

- a. Comply with OSHA and applicable local safety standards; maintain traffic/pedestrian control and safe work zones.
- b. Post application notices for chemicals as required; restrict access until re-entry intervals elapse.
- c. Noise control per local ordinances and Library operations; coordinate scheduling to minimize disruption to patrons and programs.
- d. Protect buildings, utilities, signage, furniture, and plantings; repair damage caused by Contractor at no cost to the Library.

**10. Deliverables and Reporting:** Contractor shall provide:

- a. Service schedules, route plans, and staffing matrix within ten (10) days after the Contract is awarded.
- b. Monthly service reports, including completed tasks, irrigation run-time adjustments, chemical applications (with product, rate, area treated), and repairs performed.
- c. Hazard reports and recommendations for corrective actions or capital improvements.
- d. Annual tree care plan and irrigation efficiency report.

ATTACHMENT C  
**Bid Form**

**1. BIDDER INFORMATION:**

Legal Name of Bidder (as registered): \_\_\_\_\_

Form of Entity (corporation, LLC, partnership, sole proprietorship):  
\_\_\_\_\_

State of Organization: \_\_\_\_\_

Tax ID/EIN: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Primary Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signatory Name/Title: \_\_\_\_\_

Insurance Broker/Carrier (for verification only): \_\_\_\_\_

**2. BASE BID PRICING – ANNUAL SERVICES:** Bidder hereby proposes to furnish all labor, supervision, equipment, tools, transportation, disposal, and incidentals necessary to perform professional landscaping, grounds maintenance, tree trimming, and irrigation system repair services for ten branch libraries in accordance with the IFB, for the firm fixed prices below.

2.1 Annual Landscaping and Grounds Maintenance (all ten branches; routine mowing, edging, trimming of shrubs/groundcover, mulching, weeding, litter/debris removal, seasonal color installation as specified, and routine irrigation checks per IFB):  
\$\_\_\_\_\_ per year.

2.2 Annual Tree Care Program (all ten branches; routine pruning per arboricultural standards, structural pruning for young trees, clearance pruning, removal of deadwood, staking, and associated debris hauling/disposal): \$\_\_\_\_\_ per year.

2.3 Annual Irrigation Preventive Maintenance (all ten branches; scheduled inspections, controller programming/adjustments, minor repairs within allowance, seasonal start-up/shut-down if applicable): \$\_\_\_\_\_ per year.

2.4 Inclusive Annual Base Bid (sum of 2.1 through 2.3): \$\_\_\_\_\_ per year

2.5 Inclusive Five-Year Total: \$\_\_\_\_\_

**Notes:**

(a) Taxes: [sales/use tax treatment to be determined].

(b) Pricing shall remain firm for the initial contract term with adjustments, if any, only as permitted by the IFB.

**3. UNIT PRICES – ADDITIONAL/AS-NEEDED SERVICES:** Unit prices shall be fully burdened and include labor, equipment, tools, materials (unless otherwise noted), overhead, profit, travel, mobilization, traffic control (if required), and disposal. Unit prices govern additions and deletions and shall be valid for the contract term.

**3.1 Labor**

- (a) Irrigation Technician (journeyman): \$\_\_\_\_\_ per hour (straight time)
- (b) Landscape Maintenance Gardener: \$\_\_\_\_\_ per hour (straight time)
- (c) ISA Certified Arborist: \$\_\_\_\_\_ per hour (straight time)
- (d) Grounds Supervisor/Foreman: \$\_\_\_\_\_ per hour (straight time)
- (e) Overtime/After-Hours Premium (if authorized): \$\_\_\_\_\_ per hour (in addition to straight time)

**3.2 Irrigation Repairs/Improvements**

- (a) Spray Head Replacement (like-for-like, including materials): \$\_\_\_\_\_ each
- (b) Rotor Head Replacement (including materials): \$\_\_\_\_\_ each
- (c) Valve Replacement (1”–2”, including valve and fittings): \$\_\_\_\_\_ each
- (d) Controller Replacement/Upgrade (up to [station count to be determined]): \$\_\_\_\_\_ each
- (e) Lateral Line Repair (PVC up to 2”): \$\_\_\_\_\_ per linear foot
- (f) Mainline Repair (PVC up to 3”): \$\_\_\_\_\_ per linear foot
- (g) Backflow Preventer Testing: \$\_\_\_\_\_ each
- (h) Emergency Call-Out Mobilization (2-hour minimum): \$\_\_\_\_\_ per event

**3.3 Tree Work (beyond base scope)**

- (a) Pruning – Trees over 13” DBH: \$\_\_\_\_\_ per tree
- (b) Pruning – Trees >13” to 24” DBH: \$\_\_\_\_\_ per tree
- (c) Pruning – Trees >24” DBH: \$\_\_\_\_\_ per tree
- (d) Tree Removal – Trees up to 13” DBH (including stump grinding to [depth to be determined]): \$\_\_\_\_\_ per tree
- (e) Tree Removal – Trees >13” to 24” DBH (including stump grinding to [depth to be determined]): \$\_\_\_\_\_ per tree
- (f) Stump Grinding Only (up to 24” diameter): \$\_\_\_\_\_ per stump

**3.4 Grounds Enhancements**

- (a) Seasonal Color Installation (4” pots, installed): \$\_\_\_\_\_ per plant
- (b) Shrub/Perennial Installation (1-gallon, installed): \$\_\_\_\_\_ each
- (c) Sod Installation (including soil prep): \$\_\_\_\_\_ per square foot

**4. PRICE BREAKDOWN BY BRANCH (INFORMATIONAL)**

Using the Excel Sheet Attachment E: Bidder shall provide an allocation of the inclusive annual base bid (Section 2.4) among the ten (10) library locations.

Total of Branch Allocations (must equal Section 2.4): \$\_\_\_\_\_ per year

**5. REQUIRED CERTIFICATIONS AND ACKNOWLEDGMENTS:** By signing below, Bidder makes the following certifications and acknowledgments. Bidder shall attach supporting documentation where indicated.

- 5.1** Authority to Submit Bid. The undersigned is authorized to bind the Bidder to this Bid and any resultant contract.
- 5.2** Addenda Acknowledgment. Bidder acknowledges receipt of the following addenda to the IFB (write "N/A" if none): Addendum Nos. \_\_\_\_\_ dated \_\_\_\_\_; \_\_\_\_\_ dated \_\_\_\_\_; \_\_\_\_\_ dated \_\_\_\_\_.
- 5.3** Site Examination. Bidder has examined the sites and is satisfied as to conditions affecting the work, including access, utilities, irrigation infrastructure, tree inventory conditions observable, and logistics.
- 5.4** Compliance with IFB Documents. Bidder has reviewed the IFB, including all attachments, terms and conditions and insurance requirements, and agrees to perform in strict accordance therewith.
- 5.5** Licensing/Certifications. Bidder and all subcontractors will hold and maintain all required licenses and certifications for the duration of the contract, including without limitation: applicable contractor's license, business license, and ISA Certified Arborist for tree work oversight. Attach copies of current licenses/certifications.
- 5.6** Insurance. Bidder affirms the ability to provide insurance meeting IFB requirements and will furnish certificates and endorsements prior to award.
- 5.7** Safety and Training. Bidder will comply with all applicable safety regulations and maintain a written safety program, including tree work safety and traffic control where applicable.
- 5.8** Labor Compliance. Bidder will comply with all applicable labor, wage, and employment requirements, including [prevailing wage to be determined] if applicable, and maintain required records.
- 5.9** Non-Collusion Declaration. Bidder certifies that this bid is genuine, not a sham or collusive, and that no attempt has been made to induce any other person or firm to submit or refrain from submitting a bid.
- 5.10** Debarment/Suspension. Bidder certifies that neither it nor its principals are presently debarred, suspended, or proposed for debarment by any governmental agency.
- 5.11** Conflicts of Interest. Bidder certifies no known conflicts of interest with Library personnel. Disclose any potential conflicts on a separate sheet of paper.
- 5.12** Bidder identifies the following subcontractors, if any, and certifies they are qualified and properly licensed. Attach additional pages if applicable.  
Name/Trade/License No./% of Work: \_\_\_\_\_  
Name/Trade/License No./% of Work: \_\_\_\_\_
- 5.13** Bid Irrevocability. This bid shall remain irrevocable for [number of days to be determined] calendar days following the bid due date.

**6. EXPERIENCE AND REFERENCES:** In order to submit a response to this IFB, bidders must be experienced in providing landscaping and ground maintenance services for at least one public entity with at least eight geographically dispersed locations with a total combined square feet (lawns, planter beds, etc.) in excess of 125,000 square feet within the last 5 years. Provide at

least one reference from a public entity and two other references for similar landscaping/tree/irrigation contracts within the last three years. Include customer/client name, scope, contract value, term, and contact information. Provide the information on a separate sheet(s). The Library will contact references.

**7. BIDDER SIGNATURE:** The undersigned certifies under penalty of perjury that the foregoing is true and correct and that Bidder agrees to all terms and conditions as stated in the IFB and this Bid Form.

Bidder Legal Name: \_\_\_\_\_

Authorized Signatory Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**8. BID SUBMISSION CHECKLIST**

- Bid Form completed and signed
- Addenda acknowledged
- References provided
- Price breakdown by branch completed

**Attachment D**  
**Form of Agreement**

**Contract**  
**For IFB OCLS-26-001**  
**Landscaping And Ground Maintenance Services for OCLS**

This Contract is entered into as of this \_\_\_\_\_ day of 2026 (the “Effective Date”) between the **Orange County Library District d/b/a the Orange County Library System** a special independent taxing district of the State of Florida, “OCLS” or the “Library” and \_\_\_\_\_, the “Contractor.”

The Library issued an Invitation for Bids for Landscaping and Ground Maintenance Services for ten of the OCLS Branch Locations – IFB OWLS-2026-001 on June 3, 2026. The Library has selected the Contractor as the most responsive and responsible bidder and the Library now desires to enter into this Contract with the Contractor to perform the services set forth in the RFP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. **Contract Documents.** The following documents are incorporated herein by reference and made part of this Contract (collectively the “Contract Documents”):
  - a. The Library’s IFB OCLS-2026-001 for Landscaping and Ground Maintenance Services for OCLS Branch Locations, a copy of which is attached hereto and incorporated herein as **Exhibit A**.
  - b. The Contractor’s Bid, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

In the event of a conflict between the Contract Documents or an ambiguity or missing specification or instruction, the following priority is established: (i) specific written direction from the Library, (ii) this Contract, (iii) the IFB, and (iv) Contractor’s Bid.

2. **Initial Deliverables; Scope of Services.**
  - a. Within 10 days following the Effective Date, the Contractor shall submit to the Library, for review and approval, a proposed service schedule, route plan, and staffing matrix. The Contractor shall revise and resubmit such materials as necessary until they are approved by the Library.
  - b. The Contractor shall diligently and in a timely manner perform the Services for the Library set forth in **Attachment B** to the IFB (the “Services”). The Services will be performed in accordance with the service schedule, route plan and staffing matrix.
  - c. From time-to-time the Library may request changes to the Services. Such changes will not be binding unless mutually agreed to in writing and signed by the Library and the Contractor.
3. **Payment.** The Library shall pay the Contractor for Services performed under this Agreement in accordance with the prices, rates, and amounts set forth in the Contractor’s Bid Form submitted in response to the IFB, which Bid Form is incorporated herein by reference as though fully set forth herein. Compensation shall be based on the unit prices, lump sum amounts, and/or scheduled pricing

contained in the approved Bid Form and shall constitute full compensation for all labor, supervision, equipment, materials, tools, transportation, insurance, overhead, profit, and all other costs incurred in the performance of the Services. The Library shall pay the Contractor all undisputed amounts in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. In the event the Contractor falls behind performing the required Services, no further payments will be made until the Contractor brings the Services back on schedule or a revised schedule is submitted and approved and accepted the Library.

4. **Term.** The initial term of this Contract shall be for a period of five (5) years which shall begin on the Effective Date (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for five (5) additional one (1) year terms (each an “Extension Term”), for a maximum total Contract length of ten (10) years. This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.
5. **Termination.** The Library may terminate this Agreement for convenience, with or without cause, upon 30 days’ prior written notice to the Contractor. The Contractor may terminate this Agreement for convenience, with or without cause, upon 60 days’ prior written notice to the Library. In the event of termination by either party, the Contractor shall immediately cease all work upon the effective date of termination, except as otherwise directed by the Library. The Library shall pay the Contractor for all Services satisfactorily performed and accepted by the Library through the effective date of termination, in accordance with the compensation provisions of this Agreement. The Contractor shall not be entitled to payment for lost profits, unperformed work, consequential damages, or any other compensation arising from or related to the termination.
6. **Insurance.**
  - a. Throughout the term of this Agreement, the Contractor shall procure and maintain, at its sole cost and expense, insurance coverage of the types and minimum limits set forth below with insurance companies authorized to do business in the State of Florida and having an A.M. Best rating of A- or better.
    - 1) **Commercial General Liability Insurance:**
      - Coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for bodily injury, property damage, and personal and advertising injury.
      - The policy shall include coverage for operations, products, completed operations, and contractual liability.
    - 2) **Automobile Liability Insurance:**
      - Coverage of not less than \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, and hired vehicles used in the performance of Services.
    - 3) **Workers’ Compensation Insurance:**
      - Coverage as required by applicable state law, including Employer’s Liability Insurance with limits of not less than \$500,000 per accident for bodily injury or disease.
    - 4) **Pollution Liability Insurance:**
      - Coverage of not less than \$1,000,000 per occurrence, covering liability arising from the use of chemicals and pesticides.

- b. **Additional Insured.** The Library shall be named as an additional insureds on the Commercial General Liability and Automobile Liability policies for claims arising out of or related to the Contractor's performance of the Services.
- c. **Certificates of Insurance.** Prior to commencing work under this Agreement, the Contractor shall provide the Library with certificates of insurance evidencing the required coverage. Upon request, the Contractor shall provide copies of applicable insurance policies and endorsements.
- d. **Notice of Cancellation or Material Change.** The Contractor shall provide the Library with at least 30 days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except 10 days' notice for nonpayment of premium.
- e. **Subcontractors.** The Contractor shall require all subcontractors performing work under this Agreement to maintain insurance coverage meeting the requirements of this Section or shall ensure that such subcontractors are covered under the Contractor's policies.
- f. **Waiver of Subrogation.** All policies shall include a waiver of subrogation in favor of the Library.

7. **Indemnification, Sovereign Immunity and Limitation of Liability.**

- a. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Library, its governing board, officers, employees, agents, representatives, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the Contractor's performance of the Services under this Agreement, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent act, error, omission, recklessness, or willful misconduct of the Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed or retained by the Contractor.
- b. The Contractor's obligations under this Section shall include claims for bodily injury, sickness, disease, death, or damage to or destruction of tangible property, including loss of use resulting therefrom. The Contractor's duty to defend shall apply regardless of whether the allegations are groundless, false, or fraudulent.
- c. Nothing contained herein shall be construed as a waiver of sovereign immunity or limitation of liability protections available to the Library under applicable law.
- d. The Library's liability under this Agreement shall be limited to payment for Services satisfactorily performed and accepted in accordance with the terms of this Agreement. In no event shall the Library be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, loss of business opportunity, or loss of revenue, arising out of or related to this Agreement, regardless of the form of action and even if advised of the possibility of such damages.

- 8. **Protection of Property and Facilities.** The Contractor shall exercise the highest degree of care in performing the Services so as to prevent damage to Library property and the property of others. The Contractor shall be solely responsible for any loss, damage, or injury caused by the acts or omissions of the Contractor, its employees, agents, subcontractors, or suppliers in connection with the performance of the Services. The Contractor shall promptly repair or replace, at its sole cost and to the satisfaction of the Library, any damage to buildings, landscaping, irrigation systems, utilities, sidewalks, curbs, pavement, fences, signage, vehicles, equipment, or other real or personal property caused by the Contractor's operations. If the Contractor fails to promptly make such repairs or replacements, the Library may perform or cause such work to be performed and charge the Contractor or deduct the cost thereof from any amounts due or becoming due to the Contractor. The Contractor shall take all

necessary precautions to protect existing trees, shrubs, turf, irrigation systems, underground utilities, structures, and improvements from damage during the performance of the Services. The Contractor shall immediately notify the Library of any damage, hazardous condition, utility strike, or unsafe condition occurring on Library property.

9. **Compliance with Laws and Safety Requirements.** The Contractor shall perform all Services in compliance with all applicable federal, state, and local laws, ordinances, regulations, codes, licensing requirements, and industry standards, including all laws relating to landscaping, pesticide and herbicide application, fertilizer use, irrigation system repair, tree trimming, worker safety, and environmental protection. The Contractor shall be responsible for the safe handling, storage, application, and disposal of all chemicals, fertilizers, herbicides, pesticides, fuels, and hazardous materials used in connection with the Services and shall maintain all required licenses and certifications for such activities. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) requirements and shall take all necessary precautions to protect persons and property from injury or damage. The Contractor shall immediately correct any unsafe condition created by its operations.
10. **Protection of Utilities.** Prior to performing any digging, trenching, excavation, or irrigation repair work, the Contractor shall locate and protect all underground utilities and facilities. The Contractor shall be solely responsible for any damage to underground or aboveground utilities caused by the Contractor's operations and shall promptly repair such damage at its sole expense.
11. **Equipment and Materials.** The Contractor shall provide all labor, supervision, tools, equipment, vehicles, materials, chemicals, fertilizers, replacement parts, irrigation supplies, and other items necessary for the proper performance of the Services. All equipment used by the Contractor shall be maintained in safe operating condition and shall be suitable for the Services being performed. The Contractor shall not store equipment, chemicals, fuels, debris, or materials on Library property except in areas specifically approved in advance and in writing by the Library. At the conclusion of each workday, the Contractor shall remove all debris and leave the premises in a clean, safe, and orderly condition.
12. **Right to Require Removal of Personnel.** The Library may require the Contractor to immediately remove from Library property any employee, agent, or subcontractor who is deemed by the Library to be unsafe, unqualified, disorderly, disruptive, or otherwise unacceptable. The Contractor shall promptly replace such individual at no additional cost to the Library.
13. **Inspection and Correction of Deficient Work.** The Library shall have the right to inspect the Services at any time. If the Library determines that any Services are defective, deficient, unsafe, or not in compliance with the requirements of this Agreement, the Contractor shall promptly correct such deficiencies at its sole expense upon notice from the Library. Failure to timely correct deficient work shall constitute a material breach of the Agreement.
14. **No Liens.** The Contractor shall not permit any mechanic's lien, materialman's lien, or similar claim to be filed against the Library's property arising out of the Contractor's performance under this Agreement. The Contractor shall promptly satisfy or discharge any such claim at its sole expense and shall indemnify the Library from all resulting costs and liabilities.
15. **Notices and Points of Contact.** The parties agree and understand that written notice, mailed or delivered to the last known mailing address, or address provided by the other party, shall constitute sufficient notice. All notices required and/or made pursuant to this Contract shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

**For The Library:**

Name  
Address  
Email  
Phone

**For the Contractor:**

Name  
Address  
Email  
Phone

16. **Public Records.** The Library is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by Library to perform the service.
- b. Upon request from Library's custodian of public records, provide Library with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Library.
- d. Upon completion of the Contract, Contractor agrees to transfer at no cost to Library all public records in possession of the Contractor or keep and maintain public records required by Library to perform the service. If the Contractor transfers all public record to Library upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Library, upon request from Library's custodian of public records, in a format that is compatible with the information technology systems of Library.
- e. A Contractor who fails to provide the public records to Library within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT: Phone: 407.835.7628 [PublicRecordRequest@ocls.org](mailto:PublicRecordRequest@ocls.org) Orange County Library System, 101 East Central Blvd. Orlando, Florida 32801.**

17. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the Library, provided that claims for the money due or to become due the Contractor from the Library under this Contract may be assigned to a bank,

trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Library.

18. **Prohibition against Consideration of Social, Political, or Ideological Interests.** Contractor is hereby notified of the provisions of Section 287.05701 of the Florida Statutes, as amended, that OCLS will not request documentation of or consider a company's social, political, or ideological interests when determining if the company is a responsible company. Contractor is further notified that OCLS's governing body may not give preference to a company based on the company's social, political, or ideological interests.
19. **Unauthorized Aliens.** OCLS shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), and Section 448.09 of the Florida Statutes by Contractor or any subcontractor cause for termination of this Contract.
20. **Employment Verification.**
  - a. Contractor and Contractor's subcontractors performing work under this Contract shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor or Contractor's subcontractors during the term of this Contract.
  - b. If the Contractor enters into a contract with a subcontractor for work to be performed under this Contract, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.
  - c. In the event OCLS has a good faith belief that the Contractor has knowingly violated Subsection 448.09(1) of the Florida Statutes, OCLS will terminate the Contract.
  - d. In the event OCLS has a good faith belief that an entity with which the Contractor is contracting has knowingly violated Subsection 448.09(1) of the Florida Statutes, but the Contractor has otherwise complied, OCLS shall notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
  - e. The Contractor is liable for costs incurred by OCLS as a result of the termination of this Contract or Contractor's termination of a contract with a subcontractor under the requirements of this Section.
  - f. Termination of a contract under the provisions of this Section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this Section may be challenged pursuant to Section 448.095(2) of the Florida Statutes. The Contractor acknowledges that upon termination of this Contract by OCLS for a violation of this Section by the Contractor, the Contractor may not be awarded a public contract for at least one (1) year. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred by OCLS as a result of any contract for a violation of this Section.
  - g. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance with any subcontractor or lower tier subcontractor with the clauses set forth in this Section.
  - h. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs.gov/E-verify>.

**21. Scrutinized Companies List.**

- a. By executing this Contract, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5) of the Florida Statutes, OCLS may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, during the term of the Contract. If OCLS determines that Contractor has submitted a false certification, OCLS will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that OCLS's determination of false certification was made in error, OCLS shall bring a civil action against Contractor. If OCLS's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid, submit a proposal for, or enter into or renew a contract with OCLS or a Florida agency or local governmental entity for three years after the date of OCLS's determination of false certification by Contractor.
- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 21, this Section 21 shall be null and void without further action of the parties.

**22. Interests of Foreign Countries.** In compliance with Section 287.138 of the Florida Statutes, should the services to be performed under this Contract grant the Contractor access to an individual's personal identifying information, the Contractor shall provide OCLS with an affidavit, attached hereto as **Exhibit C**, signed by an officer or representative under penalty of perjury attesting that (a) the Contractor is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor; and (c) the Contractor is not organized under the laws of, or has its principal place of business in a foreign country of concern. For purposes of this Section "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

**23. Public Entity Crime.** Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Contract may result in termination of this Contract by OCLS.

**24. Human Trafficking Attestation.** In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as **Exhibit D** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with OCLS or any of its direct support organizations (the "Governmental Entity").

25. **Common Carrier.** If Contractor meets the definition of a “Common Carrier” under Section 908.111 of the Florida Statutes, then Contractor must execute the attestation attached hereto as **Exhibit E** that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to OCLS prior to commencement of this Contract. In accordance with Section 908.111 of the Florida Statutes, OCLS may terminate this Contract for cause if Contractor is found to be in violation of this provision or its attestation.
26. **No Third-Party Beneficiaries.** This Contract does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
27. **Amendments/Modifications.** This Contract may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the authorized Points of Contact. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.
28. **Severability.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
29. **Governing Law; Venue.** This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Contract shall be subject to the exclusive venue of the Circuit Court for the Ninth Judicial Circuit, in Orange County, Florida.
30. **Tobacco-Free Campus Policy.** Contractor acknowledges and agrees that the Library maintains a Tobacco-Free Campus policy. The use of any tobacco products, including but not limited to cigarettes, cigars, pipes, smokeless tobacco, e-cigarettes, snuff and vaping devices, is strictly prohibited on all property owned, leased, or controlled by the Library. Contractor shall ensure that its employees, subcontractors, agents, and representatives comply with this requirement at all times while performing Services on the premises. Contractor is solely responsible for notifying and informing its employees, subcontractors, agents, and representatives of this policy prior to their arrival on the premises. Noncompliance may result in the immediate removal of an individual from the Library property, and repeated violations may be treated as a material breach of this Contract.
31. **Miscellaneous.**
- a. Contractor shall not discriminate against any employee employed in the performance of this Contract, or against any applicant for employment because of age, race, sex, sexual orientation, creed, color, disability, national origin, veteran status, or marital status.
  - b. Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations.
  - c. Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
  - d. Contractor shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
  - e. Contractor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Contractor been placed on the Discriminatory Contractor List.
  - f. Contractor agrees to comply with Subsection 20.055(5) of the Florida Statutes.

- g. This Contract may not be assigned by either party without the prior written consent of the other.
- h. Contractor shall not use any funds received pursuant to this Contract for lobbying the Florida Legislature, the judicial branch, or any state agency.

Authorized parties are signing this Contract as of the Effective Date in the introductory clause.

Orange County Library District	
By: _____	By: _____
Print:	Print: Kristopher S. Shoemaker, CMA, CGFO,
Title:	CPFIM, CHAE, CHTP
	Title: Chief Financial Officer

**Exhibit A**

**IFB OCLS-2026-001 for Landscaping and Ground Maintenance Services**

**[Insert IFB]**

**Exhibit B  
Contractor's Bid**

**[Insert Contractor's Bid]**

**Exhibit C**

**FOREIGN COUNTRY OF CONCERN ATTESTATION**

This form must be completed by an officer or representative of the entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with OCLS (the Governmental Entity), which would grant the entity access to an individual's Personal Identifying Information. Capitalized Terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

The Contractor is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Contractor.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Date: \_\_\_\_\_, 20\_\_

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit D**

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT  
Section 787.06(13), Florida Statutes**

I, the undersigned, am an officer or representative of \_\_\_\_\_ and attest that \_\_\_\_\_ does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts as stated in it are true and correct.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E**

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S.

[Name of Common Carrier or contracted carrier] is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: