

OCLS CONTRACT # OCLS-20-002
Landscaping and Ground Maintenance Services for OCLS

THIS CONTRACT made and entered into this 16th day of September 2020, by and between the:

Orange County Library District
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as "LIBRARY" or "OCLS" and:

OD Green Lawn Service, LLC
8306 Diamond Cove Circle
Orlando, FL 32836
FEDERAL I. D. # 84-4420191

hereinafter referred to as "VENDOR".

RECITALS

WHEREAS, the LIBRARY desires to retain landscaping and ground maintenance services for nine (9) of the LIBRARY's fifteen (15) locations ("SERVICES"). The type and SERVICES to be performed by VENDOR are described in Attachment A, "Scope of Services", and the locations where services are to be performed are detailed in Attachment B "Branch Locations" which is attached to this Contract and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the VENDOR in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the VENDOR is desirous of obtaining of performing such SERVICES upon said terms and conditions;

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

I. SCOPE OF SERVICES

A. Performance of Services. The VENDOR shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the Scope of Services denoted in Attachment A "Scope of Services" performing said SERVICES to the nine (9) locations detailed in Attachment B "Branch Locations" and using the rates noted on Attachment D "Rates" to provide said SERVICES. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated ("Purchase Order") and a "Notice to Proceed" letter will be issued by the LIBRARY, giving authorization to the VENDOR to proceed with performing and completing the agreed to SERVICES.

II. PAYMENT

- A. **FEES:** The LIBRARY agrees to pay the VENDOR for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

- B. **PAYMENTS:** The LIBRARY shall pay the VENDOR in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY.

- C. **SUSPENSION OF PAYMENTS BY LIBRARY:** In the event the VENDOR falls fifteen (15%) percent behind performing required SERVICES set forth in Attachment A "Scope of Services", no further payments will be made until the VENDOR brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

- D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VI – Term and Termination of Contract.

- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the VENDOR shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the VENDOR, the VENDOR may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been should result in additional compensation to the VENDOR. The VENDOR's proposals for additional compensation shall be based on the hourly rate schedule set forth in Attachment D "Rates ". A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.

- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

- G. **FEE LIMITATION CLAUSE:** The VENDOR shall utilize the same hourly rates as set forth in Attachment D "Rates ", in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

- H. **PRICE ADJUSTMENT**

Written request for rates adjustment may be made only under the following conditions:

- a. If a specific contract's performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the

three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

- b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.
- c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY's Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III. RESPONSIBILITY OF THE VENDOR

- A. The VENDOR shall be responsible for the professional quality and the coordination of all SERVICES furnished by the VENDOR under this Contract. The VENDOR shall, without additional compensation, correct or revise any errors or deficiencies in its providing of SERVICES.
- B. The Project Manager and Supervisor must be currently employed by the VENDOR and must be licensed to work in the State of Florida.
- C. Substitution of the Project Manager or Other Key Personnel: The VENDOR shall not substitute any key personnel without the prior written approval of the LIBRARY's Contract Administrator. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the LIBRARY'S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any

rights under this Contract or of any cause of action arising out of the performance of this Contract, and the VENDOR shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the VENDOR'S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

- E. If the VENDOR is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The LIBRARY may require in writing that the VENDOR remove from any LIBRARY location any of the VENDOR'S personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY's use of this provision will be valid. VENDOR shall indemnify and hold the LIBRARY harmless from and against any claim by VENDOR's personnel on account of the use of this provision.
- G. The LIBRARY will provide the VENDOR a copy of the LIBRARY's Rules of Conduct, which will apply to the VENDOR personnel while on the LIBRARY's own or leased property.
- H. VENDOR shall coordinate its SERVICES with the SERVICES performed by the LIBRARY's other VENDORS engaged by Library for the various projects.

IV. LIBRARY'S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

- A. Furnish the VENDOR with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY'S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the VENDOR.
- B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the VENDOR. The availability and necessity of said personnel to assist the VENDOR shall be determined solely within the discretion of the LIBRARY.

V. LIBRARY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY's Contract Administrator, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY's Contract Administrator, or designated representative, shall have the following responsibilities:

- A. Examination of all reports and other documents presented by the VENDOR and rendering, in writing, decisions indicating the LIBRARY'S approval or disapproval within a reasonable time so as not to materially delay the work of the VENDOR.

- B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to materials, methods and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the VENDOR whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Scope of Services.

VI. TERM AND TERMINATION OF CONTRACT

- A. **TERM:** This Contract shall become effective October 1, 2020 ("Effective Date"). The term of this Contract shall be for a period of three (3) years from the Effective Date ("Initial Term"). Thus, the initial term will be from October 1, 2020 through September 30, 2023. The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms ("Extension Term(s)"). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. **TERMINATION FOR DEFAULT:**

The LIBRARY may, by written notice to the VENDOR, terminate this contract for default in whole or in part (task authorizations, if applicable) if the VENDOR fails to:

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

Prior to termination for default, the LIBRARY will provide adequate written notice to the VENDOR through the LIBRARY's Chief Financial Officer, affording VENDOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the VENDOR. The VENDOR shall be liable for any damage to the LIBRARY resulting from the VENDOR's default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

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

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

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

C. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY's interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY's Notice of Termination for convenience shall provide the VENDOR thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

D. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the VENDOR's sole and exclusive remedy is payment for SERVICES performed, and VENDOR shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the VENDOR, in the event the Contract termination is for cause as described herein.

VII. TERMINATION NOTICE

The LIBRARY's Chief Financial Officer, shall issue any and all notices involving termination of this contract.

VIII. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

A. INSURANCE COVERAGE:

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

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

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. *(Note: State licenses can be checked via www.flor.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)*

➤ Required Liability Coverage:

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

➤ Required Liability Endorsements:

- ☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- ☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

➤ Required Automotive Coverage:

- ☒ Business Automobile Liability - The VENDOR shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the

VENDOR does not own automobiles the VENDOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

➤ **Required Automotive Endorsements:** None

➤ **Required Workers' Compensation Coverage:**

- ☒ Workers' Compensation - The VENDOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any VENDOR using an employee leasing company shall complete the Leased Employee Affidavit.

➤ **Required Workers' Compensation Endorsements:**

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

➤ **Required Fidelity Liability Coverage:**

- ☒ Fidelity / Employee Dishonesty - with a limit of not less than or equal to the Contract Amount per occurrence/claim

When a self-insured retention or deductible exceeds \$50,000 the LIBRARY reserves the right to request a copy of VENDOR most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the VENDOR agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the VENDOR agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the VENDOR of the obligation to provide replacement coverage.

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

Prior to execution and commencement of any operations/SERVICES provided under this Contract the VENDOR shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the VENDOR shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

VENDOR shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY's contracted certificate compliance management firm. The certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. VENDOR shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The VENDOR shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

B. INDEMNIFICATION - VENDORS:

The VENDOR to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the VENDOR and persons employed or utilized by the VENDOR in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

C. SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The VENDOR shall at all times:

- ...Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
- Take all reasonable precautions to prevent injury to VENDOR employees, LIBRARY employees. LIBRARY attendees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, VENDORS or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - ✓...Occupational Safety and Health Act (OSHA)
 - ✓...National Institute for Occupational Safety & Health (NIOSH)
- Any good delivered under a contract resulting from this Proposal shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
 - The chemical name and the common name of the toxic substance.
 - The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosiveness and reactivity;
 - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - The primary route of entry and symptoms of over exposure.
 - The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
 - The emergency procedure for spills, fire, disposal and first aid.
 - A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
 - Equipment shall meet all State and Federal safety regulations.

IX. TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The VENDOR hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

- B. The VENDOR shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the VENDOR for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

- D. VENDOR's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; sub-contract files (including proposals of successful and unsuccessful Proposers, Proposal recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other VENDOR records which may have a bearing on matters of interest to the LIBRARY in connection with the VENDOR's dealings with the LIBRARY (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) VENDOR compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the VENDOR or his payees; or
- 5) Compliance with the LIBRARY's business ethics; or
- 6) Compliance with applicable state statutes and LIBRARY Ordinances or Regulations.

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations

where VENDOR's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), VENDOR agrees to provide the LIBRARY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

- F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the VENDOR as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the VENDOR's local place of business. If the records are unavailable locally, it shall be the VENDOR's responsibility to ensure that all required records are provided at the VENDOR's expense including payment of travel and maintenance costs incurred by the LIBRARY's authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY's expense.
- I. VENDOR shall require all payees (examples of payees include sub-contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between VENDOR and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-contractors and sub-subcontractors, material suppliers, etc. VENDOR shall cooperate fully and shall cause all aforementioned parties and all of VENDOR's sub-contractors (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The LIBRARY's authorized representatives or designees shall have reasonable access to the VENDOR's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, VENDOR agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of VENDORS and/or sub-contractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the VENDOR to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings,

the reasonable actual cost of the LIBRARY's audit shall be reimbursed to the LIBRARY by the VENDOR. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the VENDOR's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY's findings to the VENDOR.

X. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, field notebooks/logs, and all other data other than working papers, prepared or obtained by the VENDOR in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XI. WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM OF JOB:** The SERVICES to be rendered by the VENDOR shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed Task Frequency schedule will be included in each Purchase Order. The purpose of this schedule is to:
1. Provide task deadlines for the VENDOR upon which the LIBRARY may rely;
 2. Provide guidance for the LIBRARY in honoring the VENDOR'S monthly invoices for payments; and
 3. Provide a framework against which the LIBRARY may suspend payments as provided in Article II C hereof.
- C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the VENDOR and of the details thereof. Coordination shall be maintained by the VENDOR with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.
- D. **DELAYS NOT FAULT OF VENDOR; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the items submitted by the VENDOR, or if there are delays occasioned by circumstance beyond the control of the VENDOR which delay the task completion date, the LIBRARY may grant to the VENDOR, by "Letter of Approval" an extension of the task completion time or revision to the completion schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the VENDOR to ensure at all times that sufficient Contract time remains within which to complete

SERVICES. In the event there have been delays which would affect the completion date, the VENDOR shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. SUSPENSION OF SERVICES BY LIBRARY:

- i. Right of LIBRARY to Suspend Services and Order Resumption – The performance of VENDOR'S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of VENDOR'S SERVICES hereunder, it shall so notify the VENDOR in writing, such suspension becoming effective upon the date of its receipt by VENDOR. The LIBRARY shall promptly pay to the VENDOR all fees which have become due and payable to the VENDOR prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the VENDOR unless and until the LIBRARY notifies the VENDOR that the SERVICES of the VENDOR called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that VENDOR'S SERVICES hereunder are to be resumed, VENDOR shall complete the SERVICES of VENDOR called for in any Purchase Order and this Contract and VENDOR, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to VENDOR under this Contract unless and until VENDOR has attained that stage of SERVICES where the same would be due and payable to VENDOR under the provision of this Contract.

- ii. Renegotiation by VENDOR; Right to Terminate – If the aggregate time of the LIBRARY'S suspension or suspension of VENDOR'S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then VENDOR and LIBRARY shall, upon request of VENDOR, meet to assess the SERVICES remaining to be performed and the total fees paid to VENDOR hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the VENDOR for the balance of the SERVICES to be performed hereunder. No increase in fees to the VENDOR shall be allowed unless based upon clear and convincing evidence of an increase in VENDOR'S costs attributable to the aforesaid suspensions. If an increase in the VENDOR'S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, VENDOR may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XII. STANDARDS OF CONDUCT

- A. The VENDOR represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
- B. The VENDOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability/handicap, national origin, creed, marital status, or veteran's status in the performance of work under this Contract.
- C. The VENDOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the VENDOR, or any interest in property which the VENDOR may have. The VENDOR further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

XIII. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The VENDOR shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the VENDOR desire to utilize such specialists, the VENDOR is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The VENDOR shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists from the fee heretofore stated. SERVICES rendered by the VENDOR in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the VENDOR for such SERVICES.
- C. All final plans and documents prepared by the VENDOR must bear the endorsement of a person in the full employ of the VENDOR and be duly licensed to work in the State of Florida.
- D. The VENDOR 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 VENDOR 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.

XIV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XV. EQUAL OPPORTUNITY

The LIBRARY's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability/handicap, national origin, creed, marital status, or veteran's status, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

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

XVI. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVII. CONTRACT CLAIMS

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

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

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

The decision of the LIBRARY's Chief Financial Officer shall be issued in writing and shall be furnished to the VENDOR. The decision shall state the reasons for the decision reached. The LIBRARY's Chief Financial Officer shall render the final decision within sixty (60) days after receipt of VENDOR's written request for a final decision. The LIBRARY's Chief Financial Officer decision shall be final and conclusive.

The VENDOR shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY's Chief Financial Officer.

XVIII. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XIX. PROHIBITION AGAINST CONTINGENT FEES

The VENDOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the VENDOR any fee, commission,

percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XX. TOBACCO FREE CAMPUS

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

XXI. DRUG FREE WORKPLACE

By submission of a proposal in response to solicitation OCLS 20-002 Landscaping Services for OCLS and entering into this Contract, the VENDOR acknowledges the LIBRARY's Drug Free Workplace requirement applies to the VENDOR and their sub-contractor(s). The VENDOR shall complete and submit the Drug Free Workplace Form with their executed Contract. Sub-contractors will be required to submit same prior to contract is issued.

XXII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the VENDOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the VENDOR after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the VENDOR'S sub-contractors that are hired by those sub-contractors after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

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

Therefore, by submission of a proposal in response to solicitation OCLS RFP 20-002 Landscaping Services for OCLS and entering into this Contract, the VENDOR confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The VENDOR further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIII.
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION:

By executing this Contract, the VENDOR affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXIV.
FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the VENDOR affirms that it is not currently listed in the Florida Department of Management SERVICES Convicted/Suspended/Discriminatory Complaint Vendor List.

XXV. SEVERABILITY

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

XXVI.
PUBLIC RECORDS COMPLIANCE
(APPLICABLE FOR SERVICE CONTRACTS)

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

- Keep and maintain public records required by LIBRARY to perform the service.
- 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.
- 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 VENDOR does not transfer the records to LIBRARY.

- Upon completion of the contract, VENDOR agrees to transfer at no cost to LIBRARY all public records in possession of the VENDOR or keep and maintain public records required by LIBRARY to perform the service. If the VENDOR transfers all public record to LIBRARY upon completion of the contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR 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.
- A VENDOR 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Orange County Library System
Attn: Public Records Custodian
5th Floor Finance Offices
101 East Central Blvd.
Orlando, Florida 32801

XXVII. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the VENDOR 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 Petroleum Energy Sector 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, Space Florida may immediately terminate this Agreement for cause if the VENDOR is found to have submitted a false certification as to the above or if the VENDOR 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 Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the VENDOR has submitted a false certification, LIBRARY will provide written notice to the VENDOR. Unless the VENDOR demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY's determination of false certification was made in error, LIBRARY shall bring a civil action against the VENDOR. If LIBRARY's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the VENDOR, and the VENDOR will be ineligible to bid on any Agreement with a Florida agency or

local governmental entity for three years after the date of LIBRARY's determination of false certification by the VENDOR.

If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXVIII. Rules of Conduct

Upon award of a contract, the VENDOR will be provided a copy of the LIBRARY's Rules of Conduct. VENDOR is to share the Rules of Conduct with their staff and ensure their employees adhere to the same. In particular, Rule 5 concerning the possession and/or consumption of alcohol.

XXIV. Parking

The LIBRARY will show VENDOR where they are to park their vehicles at each location as not to block LIBRARY patrons' access to the various locations. VENDOR is to caution their employees NOT TO park in ADA / Handicap spots. Repeated offenses will result in that employee being removed from the contract and possibility of the vehicle being towed. VENDOR and/or employee will be responsible for any tickets or fines as a result of parking violations

XXX. RFP OCLS-20-002 Inclusion:

By executing this Contract, VENDOR acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFP OCLS-20-002, the RFIs and addendums associated with RFP OCLS 20-002, which together lead to the creation of this Contract are binding. The VENDOR also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, etc. are binding upon them and their sub-contractor(s).

VENDOR

Orange County Library Systems

Christian Burdick
Signature

Kristopher S. Shoemaker
Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

CHRISTIAN BURDICK
Name Typed or Printed

OWNER
Title

9-16-2020
LIBRARY Sign Date

9-16-2020
VENDOR Signed Date

OCLS Contract # 20-002
Landscaping And Ground Maintenance Services for OCLS
ATTACHMENT A - SCOPE OF SERVICES

SECTION A - GENERAL REQUIREMENTS:

Timely performance is of the essence in the award of this Request For Proposals. Performance shall be no later than **twenty-four (24)** hours from receipt of delivery order. Proposals which fail to meet this requirement shall be rejected.

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

Should the **VENDOR** neglect, fail or refuse to provide the services within the time herein specified, then said **VENDOR** does hereby agree as part of the consideration for the awarding of this contract, to pay the **LIBRARY** the sum extended by the **LIBRARY** to contract for like services approved by the Facilities Operations Division for the period from the required scheduled commencement date until performance of services covered in the Request For Proposals is completed.

The **VENDOR** shall, within **two (2)** calendar days from the beginning of such delay, notify the **LIBRARY's** Chief Financial Officer in writing of the cause(s) of the delay.

The **VENDOR** shall provide landscaping and ground maintenance services for the **LIBRARY** Branch locations under this contract. The work includes furnishing all labor, supervision, transportation, tools, equipment and materials necessary for accomplishment of landscaping and ground maintenance services in accordance with these specifications, and subject to the terms of this RFP and the resulting contract.

The **VENDOR** shall be responsible for maintaining the landscape and keeping grounds clean, neat, and well-tended at **LIBRARY** facilities. Work under this contract includes, but is not limited to, mowing, pruning, tree trimming, edging, litter removal, irrigation system maintenance, and as-needed fertilization and pest control services. The **VENDOR** shall provide all labor, materials, supplies, equipment, tools, transportation, and pay related disposal fees and supervision to deliver all grounds maintenance services as described herein on the premises of facilities listed within these specifications.

The **VENDOR** shall perform services at days and times agreed to for each location. Standard and non-standard business hours are dependent upon each location. Landscaping and ground maintenance work schedules are typically during non-standard business hours. Work location and the **LIBRARY's** standard and non-standard business hours are specified in Attachment B, "Branch Locations".

SECTION B - STAFFING REQUIREMENTS:

B-1. Terminology

B-1-1) Supervisors – Shall be responsible for the direct supervision of all landscaping and ground maintenance staff. All supervisors herein shall be non-working supervisors, meaning supervisors shall not perform any daily or project routines other than for training or demonstration purposes only. Supervisors assigned under this contract shall not engage in supervision or performance of services for any other customer of the VENDOR while on duty as a nonworking supervisor as required herein. All supervisors shall have a minimum of five (5) years of supervisory experience and shall be capable of verbal and written communication in the English language.

B-1-2) Crew Leaders – Shall be responsible for the oversight of work performed by the landscaping and ground maintenance crewmembers. Crew Leaders shall check on crewmembers to ensure work performed is in accordance with contract specifications. Crew Leaders shall ensure the property is in neat order before leaving. Crew leaders under this contract shall have a minimum of two (2) years landscaping and ground maintenance experience and shall be capable of verbal and written communication in the English language.

B-1-3) Contract Inspector/Support Specialist –Contract Inspector and Support Specialist titles may be used interchangeably throughout this contract. This is the representative of the LIBRARY's personnel designated to monitor and inspect performance and progress of services provided under this contract. The Contract Inspector/Support Specialist will report the result of inspections to the Contract Administrator.

B-1-4) Contract Administrator – This is the representative of the LIBRARY's personnel designated to monitor the performance of the VENDOR to ensure they are adhering to the terms and conditions of the RFP and resulting contract. The Contract Administrator's duties shall include but not be limited to approval or denial of invoices, contract renewals, or pricing changes. The Contract Administrator shall also have authority to request VENDOR personnel removal from job site, issue fines or cost deductions as noted in the RFP and resulting contract as well as other standard Administrator duties.

B-2. Code of Conduct

B-2-1) The VENDOR shall establish, implement and maintain procedures and controls to ensure each employee of the VENDOR complies with all applicable provisions of the contract.

B-2-2) The VENDOR shall be responsible for any damages caused by an employee of the VENDOR to LIBRARY property whether caused by negligence or improper training.

B-2-3) The VENDOR shall promptly notify the Contract Inspector/Support Specialist, via e-mail to _ServiceClerk@ocls.info, of repairs need for, or damages observed to malfunctioning fixtures, and building components, sprinklers, hose bibs, etc. which are observed during the performance of services.

B-2-4) There shall be no smoking (including vaping or the use of any tobacco product such as chewing tobacco, snuff, etc.) in LIBRARY facilities nor on LIBRARY grounds. The use of controlled substances, illegal substances, and/or alcohol is prohibited while working on LIBRARY property at any time. The Contract Inspector/Support Specialist will request that anyone suspected of smoking and/or working under the influence of alcohol or controlled substances be removed from the workplace.

B-2-5) The VENDOR shall remove from service any employee, in the opinion of the Contract Administrator, is not performing the services in a professional manner or not adhering to the LIBRARY's Rules of Conduct.

B-2-6) The VENDOR shall not use employees of any temporary employment agency to supplement their workforce in LIBRARY buildings for any reason. Only VENDOR employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the Contract Administrator.

B-2-7) The VENDOR shall ensure that lost articles found by VENDOR employees are turned in immediately to the Contract Inspector/Support Specialist.

B-2-8) The VENDOR shall prevent their employees from opening, tampering with, using or moving LIBRARY equipment,

B-2-9) Use of LIBRARY telephones is prohibited. The VENDOR shall be responsible for any charges incurred by a VENDOR employee making calls on LIBRARY telephones.

B-2-10) In the event that a VENDOR's employee, while performing landscaping and ground maintenance services, observes an individual attempting to enter a locked LIBRARY facility after normal working hours, they shall immediately notify the appropriate building security personnel or the designated Contract Inspector.

B-2-11) The VENDOR shall designate a LIBRARY-approved emergency assembly area for their staff in each building.

B-2-12) Only the VENDOR and its direct employees are allowed on the LIBRARY premises after standard business hours and only then to perform the tasks required under this contract. Family members and friends who are not direct employees assigned to the location are forbidden to accompany or visit the VENDOR or its employees on LIBRARY premises during the performance of this work. Children are forbidden from accompanying or visiting the VENDOR or its employees during the course of the performance of this work

B-2-13) No employee of the VENDOR shall solicit or accept any gratuities from anyone on LIBRARY premises.

B-2-14) The VENDOR shall develop, implement, and maintain adequate procedures to ensure that no employee(s) of the VENDOR scavenge any items from any LIBRARY buildings or properties.

B-2-15) Use of LIBRARY staff or public computers is prohibited. If VENDOR employee is observed using LIBRARY computers while performing duties under this contract, the employee shall be removed from this contract.

B-2-16) The VENDOR will ensure their employees are given a copy of the LIBRARY's Rules of Conduct and will ensure their employees adhere to same.

B-3. Dress Code

B-3-1) During the performance of services, the VENDOR shall ensure that all of its employees are clean, neat and appropriately attired with uniforms and appropriate shoes. No open-toed shoes shall be allowed.

B-3-2) Uniforms shall consist of a shirt or blouse, long pants, smock or apron. The shirt or blouse shall have the VENDOR's name or logo above the left or right breast pocket. No advertising and/or slogans may be printed on uniforms. Pant length shall cover ankles. Sweatpants, jogging suites, leggings, etc. are not allowed. Uniforms are to be fresh and clean at start of the shift.

B-3-3) The VENDOR shall provide each employee with an identification badge that displays the VENDOR's name, the employee's name and employee picture.

B-3-4) The VENDOR shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on the premises of the LIBRARY.

B-3-5) The LIBRARY's Contract Administrator shall allow modifications to the uniform specifications at their discretion.

B-4. Security Clearance

B-4-1) Background checks for all VENDOR's staff shall be approved by the LIBRARY prior to working in any LIBRARY facility. All costs for background investigations shall be VENDOR's responsibility. The LIBRARY reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The VENDOR shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.

B-4-2) VENDOR shall comply with the different security requirements for each LIBRARY facility.

B-4-3) The VENDOR shall be required to submit an updated list of all employees assigned to service this contract on a monthly basis to the Support Specialist and Contract Administrator. Employee listing shall identify new employees and employees terminated within the last thirty (30) days.

B-5. STAFFING LOGS

Non-Working Supervisors, Crew Leaders and landscaping and ground maintenance Staff shall be of an adequate number to maintain the Contract specifications and scope of services. The LIBRARY reserves the right to require additional staffing at any location where the Contract specifications are not being met, at no additional cost to the LIBRARY.

VENDOR's staff shall maintain a log at each building which states the name of the Non-Working Supervisor, Crew Leader and landscaping and ground maintenance Staff and indicates the time clocked in and out and number of hours spent at each location. This log shall be available for review by the Support Specialist at any time.

B-6. STAFFING REQUIREMENTS

The VENDOR shall make available a 7:00 A.M to 5:00 P.M. contact person for emergency and non-emergency service, including repairs to the landscape or irrigation system. VENDOR shall provide to the LIBRARY's Representative a telephone number and email address for the VENDOR's contact person.

The VENDOR shall identify a primary contact person with whom the Contract Administrator may consult with regarding contract performance throughout the entire life of the contract. The VENDOR shall provide a working phone number, fax number, and e-mail address for this person. This person shall be reachable by phone at all times during standard business hours.

The VENDOR shall notify the Contract Administrator in writing at least forty-eight (48) hours prior to the replacement of the primary contact person. The name of the replacement contact person shall be provided at that time along with updated contact information.

The primary contact person shall be available to make decisions on behalf of the VENDOR including, but not limited to, changes in service and schedule.

The VENDOR shall maintain sole responsibility for the actions of its employees and subcontractors. New employees hired after contract award shall meet and follow the same requirement for the duration of the contract.

Any subcontracting shall be requested in advance and permitted under the guidelines and Proposal Responses provided herein. All subcontractors shall have the prior approval of the LIBRARY Representative.

Effective communication with the LIBRARY staff and building occupants is required to perform this Scope of Services. Therefore, VENDOR shall ensure that all points of contact and project managers are able to read, write, and speak English fluently.

The VENDOR shall maintain sole responsibility for the actions of its employees and subcontractors.

The VENDOR shall ensure proper dress code, appearance, and conduct of its employees while on LIBRARY premises. Employees are to conduct themselves in a business-like manner at all times. Open-toed shoes are not permitted. The VENDOR shall ensure that all of its employees are clean, neat and appropriately attired during the performance of the services.

There shall be no smoking on LIBRARY property at any time.

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

Only VENDOR employees shall be used to perform the required services in this contract unless otherwise approved, in writing, by the LIBRARY Representative. The VENDOR shall not use employees of any temporary employment agency or casual/day laborer to supplement his work force in LIBRARY buildings for any reason.

All VENDOR personnel shall identify themselves at the appropriate administrative office, sign-in or check-in with an authorized LIBRARY Representative upon arrival and prior to beginning work and upon completion of work and leaving site.

B-7. PERFORMANCE REQUIREMENTS

All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the; (1) industry, (2) equipment and chemical manufacturers, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes.

The VENDOR shall conform to all Federal, State, City, and Orange LIBRARY standards and regulations during the performance of the contract including but not limited to:

- Florida Department of Agriculture and Consumer Services (FDACS)
- Pest Control Act, Chapter 482, Florida Statutes (F.S.).
- Florida Department of Environmental Protection (FDEP)
- United States Environmental Protection Agency (EPA)
- Florida Friendly Best Management Practices for Protection of Water Resources
by the Green Industry
- Florida Nursery, Growers, and Landscape Association (FNGLA)

It is the responsibility of the VENDOR to obtain the latest version of said ordinance documents. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the VENDOR.

Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site. Continued violations by a VENDOR shall constitute cause for immediate termination of the Contract.

All services required under this contract shall be performed by the VENDOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.

Any damage to LIBRARY facilities or property due to the services performed by the VENDOR, subcontractor, and employees shall be the responsibility of the VENDOR.

The LIBRARY Representative, with advisement of the Contract Administrator, may request the VENDOR remove any employee (including supervisor and subcontractors) if it is determined that services are not being performed in accordance with the terms and conditions of this contract.

Work shall be scheduled to provide the least inconvenience to building occupants and visitors. All service visits shall be coordinated with the LIBRARY Representative. The VENDOR shall follow the directives of the LIBRARY Representative with respect to scheduling services and any deliveries under this contract.

Services not performed in accordance to the content of this contract will be considered unsatisfactory, unacceptable, and might be subject to a deficiency surcharge. Unsatisfactory or non-performance occurrences include but are not limited to:

- 1) Services at a site were not performed in strict accordance with performance specifications and standards or not performed at the specified frequency.
- 2) Services were not performed within the scheduled hours.
- 3) Worksite was not safely secured when leaving at the end of a work shift or any other breach in security.
- 4) Failure to provide adequate staffing to meet the operational needs of the contract

SECTION C - CONTRACT ADMINISTRATION AND CONTRACT INSPECTION:

C-1) The LIBRARY reserves the right to inspect work performed by the VENDOR at the LIBRARY's discretion. The Contract Administrator for this contract shall be the sole representative in regards to enforcement/performance. At no time will any other LIBRARY employee supersede the Contract Administrator's decisions/authority with respect to this contract. In addition to the Contract Administrator, a Contract Inspector/Support Specialist may be designated by the Contract Administrator to monitor and inspect performance and progress of the services provided under this contract. Work performed by the VENDOR is subject to inspection at any phase of performance at the LIBRARY's discretion. The LIBRARY will use a standard Monthly VENDOR Performance Report for professional services. A sample copy of the report is included as Attachment C.

C-2) The Contract Inspector/Support Specialist shall not act as supervisor over the VENDOR's employees or perform landscaping and ground maintenance work under this contract. The Contract Inspector/Support Specialist shall inspect assigned facilities at a schedule determined by the LIBRARY's Contract Administrator.

C-3) Any failure of the VENDOR to comply with the provisions of this RFP and resulting contract shall be called to the attention of the Contract Administrator and the VENDOR by the designated Contract Inspector/Support Specialist.

C-4) The Contract Inspector/Support Specialist does not have the authority to act as foreman or supervisor for the VENDOR and shall not interfere with the VENDOR in the supervision or direction of their employees. Any advice provided to the VENDOR by the Contract Inspector/Support Specialist shall in no way be construed as binding upon the VENDOR or release the VENDOR from fulfilling the provisions of the contract.

SECTION D - QUALITY ASSURANCE (QA) PROGRAM:

VENDOR shall establish and implement a complete quality assurance program to assure the requirements of the Contract are met as specified. A draft Quality Assurance Plan (QAP) shall be submitted for review and approval prior to start of Contract. The QAP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or before the Contract Inspector/Support Specialist points out the deficiencies.

This QAP is of paramount importance. The program shall include, but is not limited to the following:

- 1) An inspection system which is tailored specifically to the facility and which covers all services stated herein.
- 2) VENDOR shall devise a checklist for use during the inspection of work. The inspection checklist shall be approved by the Contract Administrator prior to use and any changes after. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. Inspection shall be performed by the non-working supervisor.
- 3) The inspection checklist shall be provided to the designated Contract Inspector/Support Specialist within twenty-four (24) hours of inspection. The LIBRARY and VENDOR will agree upon an inspection schedule.
- 4) The VENDOR supervisors who complete the inspections shall be identified by title and type of inspection each is authorized to perform.
- 5) An on-site file of all inspections conducted by the VENDOR and any corrective action(s) taken.
- 6) This documentation shall be made available to the LIBRARY, upon request, during the term of the Contract. Said documentation will be maintained throughout the term of the contract and for three (3) years thereafter.
- 7) The LIBRARY reserves the right to request changes to the VENDOR's inspection checklist and inspection process as needed to better service the interest of the LIBRARY.

8) Supervisors shall conduct a daily spot check of each building/location at the end of each shift. The time of the inspections shall be noted on the QA checklist.

9) Supervisors shall conduct joint inspections with the LIBRARY's designated Support Specialist at minimum once monthly and upon request by the LIBRARY.

SECTION E - PERFORMANCE DEFICIENCIES AND NON-COMPLIANCE:

It is the objective of the LIBRARY to obtain full landscaping and ground maintenance performance in accordance with the terms of the specifications and at the quality standards of work outlined in this RFP and resulting contract. To this end, the LIBRARY is contracting for the complete performance of each landscaping and ground maintenance job as specified in this RFP and resulting contract. The LIBRARY will conduct Monthly Contract Performance Reports to determine the quality and quantity of service being performed with the VENDOR. Deductions for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.

E-1. Performance Deficiencies

Deficiencies found by the Contract Inspector/Support Specialist or communicated to the Contract Inspector/Support Specialist by building staff and occupants shall be communicated to the VENDOR upon discovery or notification. The Monthly Contract Performance Reviews will act as proof of performance and adherence to contract requirements shall be upon the VENDOR. The Contract Administrator shall be the sole judge as to the adequacy of supporting documentation.

- Major deficiencies require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major deficiencies include, but are not limited to: trash not removed or left in work area, public access areas not cleaned, and anything which affects the health and safety of building occupants. Such deficiencies may result in deductions of invoiced payments and reports of unsatisfactory performance.
- Minor deficiencies does not require immediate attention and shall be corrected within twenty-four (24) hours or the next work day during normal clean up, however, a frequent record of minor deficiencies or complaints may result in a deduction to the VENDOR's monthly service cost. Examples of minor deficiencies include, but are not limited to: a small area not attended to, a few weeds or trimmings left behind, etc. Failure by the VENDOR to respond to specific complaints as stated above, as well as failure to prevent occurrences of such complaints, may result in deductions of invoiced payments and reports of unsatisfactory performance.

- If the LIBRARY discovers deficiencies have not been corrected, the LIBRARY may impose a surcharge for the second (2nd) inspection and every failed inspection thereafter for the 30-day service cycle. The surcharge shall amount to 15% of the service cycle cost of that site, not to exceed fifty dollars (\$50.00). The surcharges shall continue with every re-inspection until the deficiencies have been corrected. The total re-inspection fees shall not exceed the total cost of the site per cycle

E-1-1) Routine Work - The VENDOR shall acknowledge receipt of the notification and respond within two (2) hours with a corrective action plan to correct the deficiency. Minor deficiencies shall be correct within twenty-four (24) hours of notification. Major deficiencies shall be corrected with two (2) hours of notification. The LIBRARY will also document the concerns via the Monthly VENDOR Performance Reports and capture all deficiencies noted on a monthly basis.

Reporting of a major deficiency for any building that is not corrected within the established time limits may result in a deduction of \$50 or 2% of the monthly cost of SERVICES for the specific location, whichever is higher, per occurrence.

Three or more reports of minor deficiencies for any month or consecutive thirty (30) day period for the same location may result in an unsatisfactory performance report issued against the VENDOR and a deduction of \$50 or 2% of the monthly cost of SERVICES for the specific location, whichever is higher, per occurrence.

E-1-2) Project Work – The VENDOR shall acknowledge receipt and respond within twenty-four (24) hours of notification with a corrective action plan to correct the deficiency within forty-eight (48) hours of acknowledgement. Time for correction shall not exceed seventy-two (72) hours from notification by the LIBRARY. Project work related deficiencies not corrected to within the established time limits may result in a report of unsatisfactory performance and a deduction of 10% of the cost of the project work for the entire building/location per occurrence.

E-1-3) Complaints - The Contract Inspector/Support Specialist or designee shall contact the VENDOR by telephone, fax, or email to notify them of written and verbal complaint(s) received from building occupants. The Contract Administrator or designee shall have authority to classify a complaint as major or minor deficiencies and apply the applicable deductions. The Contract Inspector/Support Specialist or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the VENDOR was notified, or a copy of the notification letter or e-mail.

E-1-4) Missed SERVICES (Nonperformance) - The VENDOR shall handle an instance of nonperformance by sending personnel to the missed site within two (2) hours of notification for immediate servicing of that location if the location is serviceable during that time frame. If the location is not serviceable within the two (2) hour time frame, service may be rendered at a mutually agreed time between the Contract Inspector/Support Specialist and VENDOR, but no later than the next workday. If the VENDOR does not respond within two (2) hours or the agreed time, the Contract Inspector/Support Specialist shall issue an unsatisfactory performance report to the VENDOR.

This shall not relieve the VENDOR of being charged any applicable deductions. Nonperformance will result in a deduction of one (1) day's cost of SERVICES for the specific

location experiencing the problem per occurrence. The formula to arrive at the deduction is: facility monthly cost divided by the number of service-days (not calendar days) in the month = per day cost of cleaning that location. (example: If there are four service periods within a given month, the VENDOR's monthly rate per the Proposal response form shall be deducted by ¼ of the monthly payment owed to the VENDOR for the location that was not serviced. For example, if the monthly rate for a location is \$100.00 and there was one missed service within that month, the LIBRARY may deduct \$25 ($\$100/4=\25) from the monthly payment.)

E-1-5) Unsecured Locations - In instances where the VENDOR has failed to secure exterior building perimeter gates after the completion of regularly scheduled work under the terms of this contract, a deduction will be made at the rate of \$75.00 per occurrence. This deduction is in addition to any fees the LIBRARY charges for any damages caused by the VENDOR by any other unacceptable activities.

E-1-6) Improper Disposal of Chemicals - If at any time, the VENDOR is found improperly disposing of any chemicals, a deduction will be made from any monies due or to become due to VENDOR at the rate of \$100.00 per occurrence. VENDOR will be responsible for any fines from EPA or other regulatory agencies.

E-2. Contract Deductions/Fees

The LIBRARY reserves the right to deduct from the payments due or to become due to the VENDOR for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work and applied at the discretion of the Contract Administrator. The VENDOR will be made aware of the deficiencies and associated deductions in writing prior to a deduction being made. All work determined by the Contract Administrator to be defective or deficient in any of the requirements shall be remedied by the VENDOR at VENDOR's expense and in a manner acceptable to the LIBRARY.

E-3. Unsatisfactory Performance Reports

The LIBRARY'S Monthly VENDOR Performance Report will act as the tool to assist in documenting the overall quality and quantity of service being provided by the VENDOR. In the event the VENDOR is not performing at an acceptable service, the LIBRARY's Representative shall notify the LIBRARY's Chief Financial Officer (CFO) of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Monthly VENDOR Performance Report and any other documents pertaining to unsatisfactory performance by the VENDOR will become a permanent part of the VENDOR's file. The CFO, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

- The VENDOR shall submit a detailed Corrective Action Plan (CAP) for each report of unsatisfactory service. The corrective action plan shall fully address the performance deficiency and detail the corrective procedure the VENDOR will follow to ensure the deficiency is corrected and to prevent future reoccurrences for the life of the contract.
- Contract Administrator will review the CAP and advise VENDOR of acceptance or non-acceptance. The LIBRARY reserves the right to request modifications and to reject a CAP.

The VENDOR shall be fully bound to each accepted CAP for the life of the contract unless otherwise noted by the LIBRARY in writing.

Three (3) or more unsatisfactory service reports issued to the VENDOR within a quarter (three months) or ninety (90) consecutive days may result in additional disciplinary action at the discretion of the Contract Administrator, which may include a Cure Notice issued to the VENDOR which may result in termination for default.

The LIBRARY may request the VENDOR to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of this contract. Should an employee be assigned to another contract, terminated, or resign, the VENDOR shall have seven (7) calendar days to replace the employee. The VENDOR shall make all the necessary accommodations to ensure that there is no lapse in services during this timeframe.

The LIBRARY's request to remove any employee from this contract shall not be considered a request for the VENDOR to terminate the affected individual. The sole intent is removal from this contract. Depending of the circumstances warranting the employee's removal request, the Contract Administrator may approve of a location reassignment, which shall be handled on a case by case basis.

SECTION F – HOLIDAYS:

The VENDOR shall not be required to provide landscaping and ground maintenance services on Legal Holidays specified below.

Legal Holidays per this Contract are as follows:

- New Year's Day
- Martin Luther King Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday after Thanksgiving Day
- Christmas Eve and Christmas Day

The LIBRARY may also be closed on a few other days throughout the year (i.e.: Staff Training Day, Sundays before MLK Day and Memorial Day and New Year's Eve) said closed days will be provided each October for the following year. Services are not required on these days.

If a LIBRARY building is closed due to a declared County emergency or disaster such as a hurricane, the VENDOR will not be required to provide routine service on those days.

If the location is without service for more than three (3) consecutive working days, the VENDOR's invoice shall be reduced by the calculated daily cost for each service day not worked. The formula to arrive at the deduction is: facility monthly cost divided by the number of service-days (not calendar days) in the month = per daily cost. (example: If there are four service periods within a given month, the VENDOR's monthly rate per the Proposal response

form shall be deducted by $\frac{1}{4}$ of the monthly payment owed to the VENDOR for the location that was not serviced. For example, if the monthly rate for a location is \$100.00 and there was one missed service within that month, the LIBRARY may deduct \$25 ($\$100/4=\25) from the monthly payment.)

SECTION G - SAFETY REQUIREMENTS:

The VENDOR shall provide and ensure that all personnel providing services under this contract are in compliance with applicable laws, standards, and health and safety requirements of the industry to include by not limited to:

- Occupational Safety and Health Act (OSHA)
- National Institute for Occupational Safety & Health (NIOSH)

The VENDOR shall immediately report to the LIBRARY Representative the issues which may affect the safety of Orange LIBRARY personnel or the public.

The VENDOR shall initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

The VENDOR shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The VENDOR's Safety Plan shall be submitted to the LIBRARY Representative for review and approval within ten (10) business days following contract award.

The LIBRARY Representative will review the Safety Plan and provide comments to the VENDOR within five (5) business days following receipt of the plan. The VENDOR shall finalize the Safety Plan within five (5) business days following receipt of the comments.

Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.

The VENDOR shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.

All equipment used in the performance of these services shall be properly maintained and is subject to inspection by the LIBRARY upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the LIBRARY's premises. Safety features of equipment (shields, kill switches, etc.) shall be used at all times.

The VENDOR shall provide and maintain a chemical inventory list, as well as the applicable Material Safety Data Sheets (MSDS).

SECTION H - PARKING AND TRAVEL:

The VENDOR shall be responsible for all travel and per diem costs to and from the various LIBRARY facilities. Travel time and truck/vehicle charges shall not be included when quoting and or invoicing janitorial services and shall not be compensated by the LIBRARY under any circumstances. All cost for travel shall be included in the unit prices on the bid sheet.

The LIBRARY will identify parking locations for the VENDOR's staff. Any cost associated with parking shall be paid by the VENDOR or VENDOR's employee. LIBRARY will not be responsible for any damage to the vehicles while parked on LIBRARY property. Vehicles towed from LIBRARY property shall be at the expense of the VENDOR or VENDOR's employee. VENDOR and VENDOR's employee vehicles shall be properly identified with identification prominently displayed on the dashboard. Such identification shall be pre-approved by the Contract Administrator.

VENDOR's employees will not park in ADA spaces unless they have appropriate ADA placards to park in said spots. VENDOR employees will be responsible for any parking fines they incur. The Contract Inspector/Services Specialist will notify VENDOR of any parking violations, which repeated offenses will result in VENDOR employee being removed from this contract and the possibility of the vehicle being towed.

SECTION I - WEEKEND WORK:

The majority of the work is to be performed during the non-operating hours, Monday through Friday. However, VENDOR can also perform work on Saturday and Sunday. See Attachment B, "Branch Locations" for location hours.

SECTION J – GENERAL TASKS TO BE PERFORMED BY VENDOR:

J-1. The VENDOR shall provide all labor, materials, supplies, equipment, tools, transportation, pest control, litter/debris removal, related disposal fees, and supervision, at his/her own expense to provide all of the landscaping and grounds maintenance services herein.

J-1-A. The VENDOR shall follow the current Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry.

J-1-B. During the course of the contract, the LIBRARY reserves the right to add or delete site at the LIBRARY's discretion. The LIBRARY will obtain a quote from the VENDOR for any new sites being added to the contract. The quote provided by the VENDOR shall be compared to locations of similar size, scope, and complexity as locations on the Proposal response form. Quoted cost shall be justified against locations of similar size, scope, and complexity.

J-1-C. Grounds shall at all times be kept clean, neat and well-tended. At no time shall the VENDOR allow leaves, rubbish, plant or shrub clippings, tree limbs or other debris be

allowed to accumulate on the grounds, garden beds, signs and parking areas. All organic trash, including grass clippings from mowing and edging, shall be blown from all sidewalks, entryways, steps, plazas and parking lots, and then removed from premises. Care shall be taken to prevent the "sandblasting" of vehicles etc. parked or around areas being blown off.

J-1-D. If any plant or lawn area dies or becomes weak or unsightly due to the negligence or improper maintenance procedures on the part of the VENDOR or any subcontractor, based upon generally accepted landscape maintenance practices and not withstanding any section of the scope of services, the VENDOR shall bear the cost to replace such plant or lawn area.

J-1-E. The VENDOR shall not be responsible for acts of God, as determined by the LIBRARY Representative, such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services. If the VENDOR is requested to provide debris clean-up, the VENDOR shall invoice the LIBRARY at emergency labor cost on the Proposal response form. The LIBRARY is not obligated to use this service under this contract and reserves the right to acquire this service from another vendor.

J-1-F. The VENDOR shall inspect the entire property, including turf areas, shrubs, trees, mulch, and annuals on a weekly basis for any pest infestation. The LIBRARY Representative or designee shall be informed via email of all infestations discovered. The VENDOR shall provide spot treatment of fire ant mounds/infestations under this contract.

J-1-G. The VENDOR shall notify the LIBRARY's Representative via e-mail of any irrigation system problems, as well as any additional problems encountered and the appropriate corrective action plan.

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J-2. The service period herein is based on a thirty (30) day month calendar. SERVICES and the frequency of SERVICES will vary depending on the location being serviced.

J-2-A. Main Library 101 East Central Blvd, Orlando, FL 32801

January 15, 2020 Inspection Report

Overall general conditions are in good shape, landscaping in good health. Landscape lacks consistency, beds seem to have either voids or are too busy and lack structure.

Sq Ft of Lawn: None

Sq Ft Planter Bed: 5,200

Mulch Qty @ 2.5": 45 yards

Sq Ft Irrigation: TBD

Plants: Mixed arrangements including Holly hedges, Roses, Ferns, Jasmine, Sansevieria

Trees: 1 Ligustrum, 11 Palm, 3 Other

➤ Mowing: N/A

➤ One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.

➤ One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

➤ Annually (mutually agreeable date) to trim trees

➤ As Needed – Additional tree trimming and sprinkler repairs

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J-2-B. Alafaya Branch 12000 East Colonial Drive, Orlando, FL 32826

January 15, 2020 Inspection Report

Relatively new landscaping, St Augustine and Bahia sod. Signs of Bermuda Grass infestation. The Ligustrum trees are in decline. Need plants around flagpole and near front entrance way.

Sq Ft of Lawn: 8,000

Sq Ft Planter Bed: 4,700

Mulch Qty @ 2.5": 18 yards excluding natural area on south side of facility.

Sq Ft Irrigation: TBD

Plants: Junipers, Holly and Viburnum

Trees: 18 Oak, 8 Crape Myrtle, 5 Ligustrum, 9 Palm, 2 Other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-2-C. Chickasaw Branch 870 North Chickasaw Trail, Orlando, FL 32825

January 15, 2020 Inspection Report

Property in fairly good shape, Turf consists of St. Augustine, Bahia and Zoysia. Ornamental grasses around foundation need a one-time cut back.

Sq Ft of Lawn: 45,500 plus approximately 6,000 sq. ft, for pond

Sq Ft Planter Bed: 9,000

Mulch Qty @ 2.5": 80 yards excluding the natural area

Sq Ft Irrigation: TBD

Plants: Hawthorns, Cordgrass, Flax Lily, Podocarpus,

Trees: 2 Magnolia, 16 Crape Myrtles, 1 Elm, 4 Palm, 6 Other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
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J-2-D. Eatonville Branch 200 East Kennedy Blvd, Eatonville, FL 32751

January 15, 2020 Inspection Report

Property in good/great shape, relatively new landscaping. St. Augustine and Bahia turf with signs of Bermuda Grass infestation.

Sq Ft of Lawn: 8,500 plus 10,000 for pond

Sq Ft Planter Bed: 3,000

Mulch Qty @ 2.5": 26 yards

Sq Ft Irrigation: TBD

Plants: Podocarpus, Loropetalum, Roses, Viburnum

Trees: 6 Oak, 3 Magnolia, 7 Crape Myrtle, 3 Cypress, 2 other

➤ Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).

➤ One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.

➤ One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

➤ Annually (mutually agreeable date) to trim trees

➤ As Needed – Additional tree trimming and sprinkler repairs

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J-2-E. North Orange Branch 1211 East Semoran Blvd, Apopka, FL 32703

January 15, 2020 Inspection Report

Property in average shape. New landscape lacking maintenance and overrun with weeds. Turf is collection of weeds and Bahia. Needs closer attention to controlling weeds in new perennial peanut landscape beds. Void in Viburnum and fresh mulch needed on 436 side.

Sq Ft of Lawn: 12,000 including front pond

Sq Ft Planter Bed: 2,000

Mulch Qty @ 2.5": 14 yards excluding east fenced area

Sq Ft Irrigation: TBD

Plants: Perennial Peanut, Mondo Grass, Viburnum, Magnolias

Trees: 8 Oak, 7 Magnolia, 1 Elm, 2 Other

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
 - One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
 - One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
 - Annually (mutually agreeable date) to trim trees
 - As Needed – Additional tree trimming and sprinkler repairs
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J-2-F. South Creek Branch 1702 Deerfield Blvd, Orlando, FL 32837

January 15, 2020 Inspection Report

Property overall in great shape. Turf is St Augustine, however signs of Bermuda Grass infestation and seasonal weeds. Building entrance lacks curb appeal. Main perimeter hedges need mulching and palm trees need trimming. South fence line needs clean-up.

Sq Ft of Lawn: 160,000 plus 2,000 in swale

Sq Ft Planter Bed: 6,500

Mulch Qty @ 2.5": 70 yards

Sq Ft Irrigation: TBD

Plants: Viburnum and Hawthorne

Trees: 38 Oak, 10 Crape Myrtle, 12 Cypress, 17 Palm

➤ Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).

➤ One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.

➤ One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

➤ Annually (mutually agreeable date) to trim trees

➤ As Needed – Additional tree trimming and sprinkler repairs

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J-2-G. Southwest Branch 7255 Della Drive, Orlando, FL 32819

January 15, 2020 Inspection Report

Overall property in average shape with mix of older and new landscaping. Zoysia sod shows signs of fungus, rest of turf is Bahia and weeds. Need to fill voids in Junipers

Sq Ft of Lawn: 2,500 Zoysia + 10,000 Bahia

Sq Ft Planter Bed: 3,000

Mulch Qty @ 2.5": 35 Yards excluding older oak tree area

Sq Ft Irrigation: TBD

Plants: Holly, Variegated Trinetto, Shilling, Camelia and Flax Lily

Trees: 1 Magnolia, 7 elm, 1 Palm (older oak trees not included)

➤ Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).

➤ One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.

➤ One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

➤ Annually (mutually agreeable date) to trim trees

➤ As Needed – Additional tree trimming and sprinkler repairs

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J-2-H. West Oaks Branch 1821 East Silver Star Road, Ocoee, FL 34761

January 15, 2020 Inspection Report

Overall property is average, lacks weekly and seasonal attention to hold curb appeal. Older Viburnum show signs of decline, landscape beds piled high in leaf debris. St Augustine on west perimeter and main building, however sodded areas are weak and thin due to tree cover. Bahia on east and south side of building.

Sq Ft of Lawn: 30,000

Sq Ft Planter Bed: 7,000

Mulch Qty @ 2.5": 60 Yards

Sq Ft Irrigation: TBD

Plants: Viburnum, Junipers, Hawthorne, Variegated Trinetto, Jasmine

Trees: 49 Oaks, 9 Crape Myrtle, 8 Ligustrum, 5 Elm, 27 Palm

➤ Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).

➤ One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.

➤ One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

➤ Annually (mutually agreeable date) to trim trees

➤ As Needed – Additional tree trimming and sprinkler repairs

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J-2-I. Winter Garden Branch 805 East Plant Street, Winter Garden, FL 34787

January 15, 2020 Inspection Report

Overall condition good. Landscape beds and property in need of weed control. Several plant beds need pruning/trimming. Turf is St Augustine and weeds. All Sable Palms need trimming. Weeds need to be hand pulled. Coontie Palms and ornamental grasses need to be cut back.

Sq Ft of Lawn: 14,500

Sq Ft Planter Bed: 8,050

Mulch Qty @ 2.5": 70 Yards Main Building + 20 Yards North/West buffer

Sq Ft Irrigation: TBD

Plants: Viburnum, Coontie Palms. Holly, Shilling, Flax Lily, Sago Palm, Ornamental Grasses

Trees: 22 Oak, 9 Crape Myrtle, 37 Palm

- Mowing: Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28 (February 29 on leap years).
- One (1) visit per week for the use of all power equipment including but not limited to mowers, blowers, hedge trimmers, string trimmers, etc. and for the detailing, trimming and edging of flower beds, lawns, walkways, raking leaves, etc.
- One (1) visit per week for sprinkler inspection and routine repair (can be same crew that performs the ground maintenance weekly). The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.
- Annually (mutually agreeable date) to trim trees
- As Needed – Additional tree trimming and sprinkler repairs

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J-3. The VENDOR will inspect the irrigation systems at the nine (9) locations on a weekly basis:

J-3-A. The VENDOR shall report any irrigation system deficiencies immediately via email to the LIBRARY's Representative.

J-3-B. The VENDOR shall make every effort to protect the irrigation system and all of its components against damage from landscape equipment (i.e. mowers, weed eaters). The VENDOR shall replace any irrigation heads damaged by landscape equipment or by the actions of their employees, at no cost to the LIBRARY.

J-3-C. The irrigation systems shall be maintained by the VENDOR. The VENDOR shall maintain and adjust the irrigation system in accordance with the manufacturer's specifications.

J-3-D. Inspection shall include but not be limited to valves, coverage patterns, and rain sensor operation.

J-3-E. Minor adjustments and repairs to all heads, head/emitter cleaning or replacement, filter cleaning, and small leaks associated with heads and risers shall be the responsibility of the VENDOR using replacement components that are the same type and size as those damaged or broken. Said routine repairs will be included in the flat rate monthly landscaping and ground maintenance cost.

J-3-F. The VENDOR shall clean sand and debris from in-ground utility covers including irrigation valves and quick coupling valves.

J-3-G. If the irrigation system fails to work, due to the VENDOR's negligent performance, it shall be the sole responsibility of the VENDOR to keep the affected area's plants, grass, and trees watered on a regular basis by using whatever means necessary, until the system is functioning properly.

J-3-H. Repairs to the irrigation system beyond the routine maintenance work as described above, shall be requested on a time and material basis, and the VENDOR shall request approval by a LIBRARY Representative prior to starting any repairs. The VENDOR shall be required to provide irrigation repairs, as needed and upon request of the LIBRARY Representative on a time and material basis.

J-4. The VENDOR will follow the following mowing specifications for the nine (9) locations:

J-4-A. Mowing height for St. Augustine or Bahia turf shall be at three to four (3-4) inches.

J-4-B. Grass on the banks and bottoms of dry retention ponds, drainage ditches, and swales shall be maintained at a height of four (4) inches to maintain structural pond integrity. VENDOR shall cut vegetation as close to the water line as possible. Care shall be taken so no cut vegetation enters the retention pond.

J-4-C. Mower blades shall be sharp at all times to provide a quality cut. Mower blades and mower deck is to be cleaned prior to mowing LIBRARY turf to prevent transferring nuisance plants such as crabgrass or dollar weed.

J-4-D. Turf shall be mowed once per week from March 1 through October 31 and once every two weeks from November 1 through February 28.

J-4-E. It shall not be necessary to remove grass clippings as long as no readily visible clumps remain. If large grass clippings are present VENDOR shall distribute by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, VENDOR shall collect clippings until the disease is controlled.

J-4-F. All vegetative and non-vegetative trash and debris shall be picked up and removed from the property before mowing. Such trash or debris shall include, but not be limited to, bottles, cans, food wrappers, food containers, cigarette/cigar butts, newspapers, fallen limbs, etc.

J-5. The VENDOR will follow the following trimming and edging specifications for the nine (9) locations:

J-5-A. Edging shall be performed at each mowing cycle around all paved areas including, but not limited to, hardscapes such as curbs, sidewalks and streets, around plant beds, trees, valve and utility boxes using a wheeled or stick edger.

J-5-B. Trimming around plants and trees shall be by appropriate mechanical means or by hand weeding. Care shall be taken to ensure that string trimmers or other mechanical means do not injure or damage plants, shrubs, or trees.

J-5-C. VENDOR shall clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.

J-5-D. VENDOR shall not sweep, blow or otherwise dispose of clippings or mower deck discharge in storm drains or retention ponds.

J-5-E. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes or pedestrian areas.

J-6. The VENDOR will follow the following weed control specifications for the nine (9) locations:

J-6-A. All tree/palm wells are to be kept weed free and clean at all times by the use of mechanical methods, hand weeding, chemical applications or a combination of both.
NOTE: There are to be NO string trimmers used at the base of any tree or palm. If a

chemical herbicide is applied, that dead weed will be required to be removed, by the next scheduled visit.

J-6-B. The VENDOR shall control weeds in the landscape as part of the fertilization program. The VENDOR shall control weeds in landscape beds or ornamental areas through mechanical removal, hand weeding, chemical applications or a combination of both. Any dead or dying vegetation over two (2) inches high shall be removed.

J-6-C. During each site visit, the VENDOR shall remove and dispose of all vegetation including but not limited to noxious weeds, vines, seedlings, and plant sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all signs, trees, shrubs and plants.

J-6-D. Noxious Weed Control : Noxious Weed list can be found on the United States Department of Agriculture website at the following link:

<https://plants.usda.gov/java/noxious?rptType=State&statefips=12>

J-6-E. The VENDOR shall be responsible for weed control by manual (hand weeding), mechanical, or chemical means for walkways, pavements, hardscape, etc. Chemicals used shall not contain any dye or compound which may discolor walkways, pavements, or hardscape.

J-6-F. The use of herbicides, which may damage nearby landscaping, shall not be used on windy days.

J-6-G. It shall be the responsibility of the VENDOR 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.

J-7. The VENDOR will follow the following tree pruning specifications for the nine (9) locations:

J-7-A. VENDOR shall prune and trim trees fifteen (15) feet above ground level, irrelevant to the total tree height or specimen.

J-7-B. 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.

- Crape Myrtles shall only be pruned during the dormant winter period. Crape Myrtles will be pruned at the knuckle that is approximately six (6) feet above the ground surface. The use of hand pruners for limbs ½ inch or less in diameter; loppers for limbs ½ to 1.5 inches in diameter and power shears for limbs greater than 1.5 inches in diameter is required.

- Flowering shrubs shall not be pruned until after the bloom cycle. If a plant species blooms year-round, then pruning shall be performed in the spring after the first flush of blooms.

J-7-C. Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the LIBRARY Representative or his/her designee.

J-7-D. Pruning shall include but not be limited to removal of vegetation which is dead, damaged or diseased.

J-7-E. All trees and large shrubs (Crape Myrtles) shall be kept sucker and water sprout free. Side shoots and branches may be "headed back" but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.

J-7-F. The VENDOR shall remove all pruned materials and debris from the site after each site visit.

J-7-G. VENDOR shall follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.

J-7-H. Any major tree surgery or tree removal, which becomes necessary through no fault of the VENDOR, will be at the LIBRARY's expense.

J-7-I. When pruning palm trees, the old "boots" will be removed, to give a "shaved" look to the bottom of the new growth.

J-8. The VENDOR will follow the following mulching specifications for the nine (9) locations:

J-8-A. All mulched beds shall have all weeds and trash removed to maintain the landscape in an attractive condition. Hand weeding shall be performed if needed. All mulch shall be provided by the VENDOR at the VENDOR's expense and shall be maintained at a three (3) inch depth, maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be replaced a minimum of twice per year (March and September).

J-8-B. The VENDOR shall provide a re-mulch schedule notification to the LIBRARY Representative five (5) working days prior to install.

J-8-C. Mulch shall be pine bark in all landscape beds and paths.

J-8-D. Mulch shall not be applied within two (2) inches of plant trunks or stems, nor shall mulch be placed on top of any part of any plant.

J-8-E. Prior to any mulching the VENDOR at the LIBRARY's request, shall remove excess layers of mulch.

J-8-F. Isolated trees and shrubs growing in turf areas require a one (1) foot diameter mulched area around them to avoid injury from mowers and string trimmers.

J-8-G. Mulch installation should only be in the designated mulch area. All trash related to the application of the new mulch is to be removed from the job site and disposed of properly.

J-9. The VENDOR will follow the following fertilization and pest control specifications for the nine (9) locations:

Fertilization and Pest Control shall be ordered and authorized on an as-needed basis.

J-9-A. Pest control

Pest Control shall be ordered and authorized on an as-needed basis. The VENDOR shall provide a quote upon request from the LIBRARY for this service per the unit price on the Proposal response form. No work shall be performed without a separate delivery order.

J-9-A-1) Application must comply with manufacturer's recommendations. Every chemical substance used must be on the list of chemical substances or have been submitted for inclusion on such list, as compiled by the Environmental Protection Agency (EPA) pursuant to the Toxic Substances Control Act and in compliance with all Federal, State and local pesticide laws. Materials and application shall meet all State and Federal Health and Safety Laws currently in effect. Material Safety Data Sheets must be submitted in writing thirty (30) days after NTP is issued for chemicals intended for use. All chemicals used must carry an EPA approved number.

J-9-A-2) Pest Control shall be performed according to Integrated Pest Management Strategies to control all insect, weed and pest problems as defined by Chapter 482, F.S. If necessary, the VENDOR shall provide separate programs for each area to control infestation of mole cricket, chinch bug, and other pests on Bermuda, Bahia and St. Augustine grass areas. If such program(s) does not eliminate pests, the VENDOR shall provide a new program(s) at no additional cost to the LIBRARY. In addition, any damage caused by pests during the implementation of the pest control program shall be immediately corrected at the VENDOR's expense. Submission of such pest control program shall not imply, directly or indirectly, the LIBRARY's approval or disapproval of the program.

J-9-A-3) Such program shall include, at a minimum, the following:

- As needed appropriate insecticides at the same time as fertilization.
- The VENDOR shall inspect the entire property, including turf areas, shrubs, trees (including palms), mulch, and annuals on a weekly basis for any pest infestation. All infestations, including disease, weeds, fire ants, or other pests, shall be treated immediately. The LIBRARY Representative shall be informed via email of infestations discovered and treatments applied.
- Plants shall be routinely monitored for populations of damaging insects.
- Pesticides are used only when damage is likely and are applied only to the affected plant or area. The least toxic pesticide shall be used to effectively control the pest.

J-9-B. Fertilization

Fertilization shall be ordered and authorized on an as-needed basis. The VENDOR shall provide a quote upon request from the LIBRARY for this service per the unit price on the Proposal response form. No work shall be performed without a separate delivery order.

J-9-B-1. The VENDOR shall adhere to the Orange County Fertilizer Management Ordinance as noted in Chapter 15 of the Orange County Code inclusive of all amendments. The VENDOR shall be responsible for any fines levied due to non-compliance.

J-9-B-2. The VENDOR shall provide a fertilizer label to the LIBRARY Representative prior to application.

J-9-B-3. Turf around sprinkler heads shall not be treated with a non-selective herbicide (Non-Selective: An herbicide formulated to control both broadleaf and grass weeds.).

J-9-B-4. All fertilizers shall be applied to dry surfaces and blown or swept off any hardscape areas and into lawn areas or plant beds or picked up and removed from the site.

J-9-B-5. Fertilizers shall be broadcast over the entire planting bed and kept away from tree trunks.

J-9-B-6. The VENDOR shall fertilize all landscape beds and grass/turf areas per the Orange County ordinances.

J-10. The VENDOR will follow the following chemical application specifications for the nine (9) locations:

All chemicals and methods utilized shall be in compliance with all applicable Federal, State and local Health, Welfare, Environmental, and Sanitation Laws.

J-10-A. Pesticides should be used only if adequate control cannot be achieved with nonchemical methods. This is part of the routine service.

J-10-B. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

J-10-C. The VENDOR shall provide labels and material safety data sheets (MSDS) for every pesticide used on any LIBRARY property. Copies shall be maintained by the VENDOR. All pesticides shall be approved by the LIBRARY Representative in writing prior to use.

J-10-D. Pesticides shall not be stored on any LIBRARY site.

J-10-E. Unless absolutely necessary, pesticides shall not be applied where employees or patrons are present. Prior authorization by the LIBRARY is required.

J-10-F. Insecticides shall be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.

SECTION K: QUALITY CONTROL PROGRAM:

The VENDOR shall establish a complete quality control program to comply with the requirements of the contract that are as specified. Within five (5) working days prior to the starting date of the contract, the VENDOR shall submit a copy of his program to the Contract Administrator. The program shall include at least the following items:

K-1. Inspection System: The VENDOR's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the LIBRARY staff identifies the deficiencies.

K-2. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the VENDOR as well as every task required to be performed.

K-3. File: A quality control file shall contain a record of all inspections conducted by the VENDOR and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the Contract Administrator upon request.

K-4. Inspector(s): The VENDOR shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

SECTION L: RECORD KEEPING AND REPORTING REQUIREMENTS:

The following performance reports shall be provided by the VENDOR via fax or email to the LIBRARY's Representative by the fifth (5th) day of each month and include at the minimum, observations of abnormal conditions and all maintenance performed.

A. As Needed Fertilization and Pest Control:

- Dates of application
- Product applied
- Total amount of product applied and rates of application

B. Irrigation Report

- System testing performed
- System conditions observed
- Repairs performed
- Repair Recommendations

SECTION M: SECURITY AND IDENTIFICATION:

All costs for background investigations including state and national fingerprinting-based record checks shall be VENDOR's responsibility. The LIBRARY will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The VENDOR shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The LIBRARY reserves the right to conduct its own investigation of any employee of the VENDOR.

The VENDOR shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The VENDOR shall perform background checks at the VENDOR's expense, including any security clearance required by the Florida Department of

Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit them to LIBRARY for determining whether the employee is allowed to work for in a particular facility.

Background Checks for the VENDOR's staff must be approved by the LIBRARY prior to working in any LIBRARY facility. VENDORS are responsible for obtaining the necessary forms for background checks as follows:

For all VENDOR's staff that will be working at LIBRARY facilities – a Criminal History Check (FDLE Level 1), conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the VENDOR), is required.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the VENDOR should allow 2-3 weeks turn-around time. The LIBRARY Representative will inform the VENDOR of their Background Check results.

VENDOR's employees will not be allowed to work in/on LIBRARY facilities without completed and approved background investigations.

Upon termination or transfer of any employee of the VENDOR working under this contract, the VENDOR shall immediately notify the LIBRARY's Representative, in writing, of such termination or transfer.

The VENDOR shall report the arrest of any employee working under the terms of this contract to the LIBRARY's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the LIBRARY whether the employee shall continue to work at LIBRARY locations within this contract.

The VENDOR shall not use employees of any temporary employment agency to supplement his/her work force in/on LIBRARY buildings for any reason. Only VENDOR employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the LIBRARY's Representative.

The VENDOR shall prevent its employees from tampering with any owned items of LIBRARY employees or LIBRARY owned property or entering into any area unless required in the performance of the services.

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OCLS Contract # 20-002
Landscaping And Ground Maintenance Services for OCLS
ATTACHMENT B – Branch Locations

Orlando Public Library (AKA Main Library)
101 East Central Blvd, Orlando FL 32801
Monday – Thursday 9am – 8pm
Friday – Saturday 9am – 6pm
Sunday 1pm – 6pm

Alafaya Branch
12000 East Colonial Drive, Orlando FL 32826
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Chickasaw Branch
870 North Chickasaw Trail, Orlando FL 32825
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

Eatonville Branch
200 East Kennedy Blvd., Eatonville FL 32751
Monday – Thursday 10am – 8pm
Friday – Saturday 10am – 8pm

North Orange Branch
1211 East Semoran Blvd, Apopka FL 32703
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

South Creek Branch
1702 Deerfield Blvd., Orlando FL 32837
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Southwest Branch
7255 Della Drive, Orlando FL 32819
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

West Oaks Branch
1821 East Silver Star Road, Ocoee FL 34761
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm
Sunday 1pm – 6pm

Winter Garden Branch
805 East Plant Street, Winter Garden FL 34787
Monday – Thursday 10am – 9pm
Friday – Saturday 10am – 5pm

OCLS Contract # 20-002
Landscaping And Ground Maintenance Services for OCLS
Attachment C
THE ORANGE COUNTY LIBRARY SYSTEM
VENDOR PERFORMANCE REPORT FOR PROFESSIONAL SERVICES

1. Report Period: _____ 2. Contract Period: _____
3. Contract# &/or P.O. #: _____ 4. Vendor Name: _____
5. Department: _____ 6. P.O. Description (Service Deliverables):
 (Continuing Services Providers, Janitorial, Maintenance, etc.)

NUMERIC RATINGS

0 = Unsatisfactory Performance – Achieves contract requirements less than 50% of the time; not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.

1 = Poor Performance – Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

2 = Satisfactory Performance – Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

3 = Good Performance – Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have no impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.

4 = Excellent Performance – Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

CATEGORY	RATING	COMMENTS
1. Quality of Services - Adhered to Work Plan - Technical Requirements Met - Reports/Administration Prompt - Personnel Assigned as Identified	0 1 2 3 4	
*2. Timeliness of Performance - Milestones Met as Scheduled - Displayed Reliability - On Time Completion/No Delays - Efficient Use of Manpower and Resources	0 1 2 3 4	
3. Business Relations - Responsive to Inquiries - Prompt Problem Notification	0 1 2 3 4	
4. Customer Satisfaction - Scope of Services Delivered - Met User Quality Requirements - Met all Industry Standards - Within Budget/Cost Estimate - Proper Invoicing	0 1 2 3 4	

5. VENDORS Key Personnel - Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed	0 1 2 3 4	
AVERAGE SCORE		ADD ABOVE RATINGS: DIVIDE TOTAL BY NUMBER OF AREAS BEING RATED

Please note () - Report actual response times compared to contract response times (e.g., ambulance response time, technical support response time, delivery time for goods, software update timing).*

Would you select/recommend this vendor again?

If "NO", please provide written comments:

Ratings completed by (print name)
Date

Ratings completed by (signature)

Department Head (print name)
Date

Department Head Signature

Vendor Representative (print name)
Date

Vendor Representative Signature

OCLS Contract # 20-002

Landscaping And Ground Maintenance Services for OCLS

Attachment D – Rates

Lot A- Monthly Recurring Service

	Monthly Fee	Annual Fee
Main - 101 East Central Blvd	\$250.00	\$3,000.00
Alafaya - 12000 E. Colonial Drive	\$450.00	\$5,400.00
Chickasaw - 870 N. Chickasaw Trail	\$650.00	\$7,800.00
Eatonville - 200 E. Kennedy Blvd	\$475.00	\$5,700.00
North Orange - 1211 E. Semoran Blvd	\$325.00	\$3,900.00
South Creek - 1702 Deerfield Blvd	\$650.00	\$7,800.00
South West - 7255 Della Drive	\$520.00	\$6,240.00
West Oaks - 1281 E. Silver Star Road	\$650.00	\$7,800.00
Winter Garden - 805 E. Plant Street	\$650.00	\$7,800.00
Cost Per Year		\$55,440.00
Times 5 = 5 Year Total		\$277,200.00

Lot B- Annual Tree Pruning - Only if Prior Authorization Is Given

	Annual Fee
Main - 101 East Central Blvd	\$3,800.00
Alafaya - 12000 E. Colonial Drive	\$3,000.00
Chickasaw - 870 N. Chickasaw Trail	\$2,500.00
Eatonville - 200 E. Kennedy Blvd	\$1,150.00
North Orange - 1211 E. Semoran Blvd	\$1,500.00
South Creek - 1702 Deerfield Blvd	\$3,000.00
South West - 7255 Della Drive	\$150.00
West Oaks - 1281 E. Silver Star Road	\$9,500.00
Winter Garden - 805 E. Plant Street	\$6,000.00
Cost Per Year	\$30,600.00
x5 = 5 Year Total	\$153,000.00

OCLS Contract # 20-002

Landscaping And Ground Maintenance Services for OCLS

Attachment D – Rates

Lot C- Monthly Pest Control

	Monthly Fee	Annual Fee
Main - 101 East Central Blvd	\$75.00	\$900.00
Alafaya - 12000 E. Colonial Drive	\$75.00	\$900.00
Chickasaw - 870 N. Chickasaw Trail	\$75.00	\$900.00
Eatonville - 200 E. Kennedy Blvd	\$75.00	\$900.00
North Orange - 1211 E. Semoran Blvd	\$75.00	\$900.00
South Creek - 1702 Deerfield Blvd	\$75.00	\$900.00
South West - 7255 Della Drive	\$75.00	\$900.00
West Oaks - 1281 E. Silver Star Road	\$75.00	\$900.00
Winter Garden - 805 E. Plant Street	\$75.00	\$900.00
Cost Per Year		\$8,100.00
x5 = 5 Year Total		\$40,500.00

Lot D - Quarterly Fertilizer Application

	Quarterly Fee	Annual Fee
Main - 101 East Central Blvd	\$75.00	\$300.00
Alafaya - 12000 E. Colonial Drive	\$75.00	\$300.00
Chickasaw - 870 N. Chickasaw Trail	\$75.00	\$300.00
Eatonville - 200 E. Kennedy Blvd	\$75.00	\$300.00
North Orange - 1211 E. Semoran Blvd	\$75.00	\$300.00
South Creek - 1702 Deerfield Blvd	\$75.00	\$300.00
South West - 7255 Della Drive	\$75.00	\$300.00
West Oaks - 1281 E. Silver Star Road	\$75.00	\$300.00
Winter Garden - 805 E. Plant Street	\$75.00	\$300.00
Cost Per Year		\$2,700.00
x5 = 5 Year Total		\$13,500.00

OCLS Contract # 20-002

Landscaping And Ground Maintenance Services for OCLS

Attachment D – Rates

Lot E - Other Services - Only if Prior Authorization Is Given

	Rate	Type
Sprinkler/ Irrigation Repair Labor	\$75.00	Per Hour
Sprinkler/ Irrigation Repair Parts	0.00%	Mark-Up
Additional Tree Trimming	\$75.00	Per Tree
Replacement Plants	0.00%	Mark-Up

Lot F - One Time Clean Up - Only if Prior Authorization is Given

	Estimate
Main - 101 East Central Blvd	\$717.71
Alafaya - 12000 E. Colonial Drive	\$6,815.68
Chickasaw - 870 N. Chickasaw Trail	\$10,267.35
Eatonville - 200 E. Kennedy Blvd	\$5,167.16
North Orange - 1211 E. Semoran Blvd	\$8,167.43
South Creek - 1702 Deerfield Blvd	\$7,636.83
South West - 7255 Della Drive	\$6,567.86
West Oaks - 1281 E. Silver Star Road	\$11,917.35
Winter Garden - 805 E. Plant Street	\$3,254.98
Total	\$60,512.35

Lot F is Estimate Only. Any Clean Up work is to be quoted first then if approved, work will be performed at the quoted rate.