

<p><b>SUBMIT BID TO:</b></p> <p>Seminole County  1101 E. 1st Street, Room 3208  Sanford, Florida 32771</p> <p><b>PURCHASING AND CONTRACTS DIVISION</b></p>	<p align="center"><b>INVITATION FOR  BID</b></p> <p align="center">and  Bidder Acknowledgment</p>
<p>Contact: Lisa J. Spillman  Procurement Analyst  407-665-7118 - Phone  407-665-7956 - Fax  LSpillman@seminolecountyfl.gov</p>	<p align="center"><b>Bid-600028-06/LJS  Big Tree Park Bamboo Removal  and Clearing</b></p>
<p>Bid Due Date: <b>May 3, 2006</b></p> <p>Bid Due Time: <b>2:00 P.M.</b></p>	<p><b>Location of Public Opening:</b></p> <p>County Services Building, Room #3208  1101 E. 1st Street, Sanford, Florida 32771</p>
<p>Bidder Name:</p>	<p>Federal Employer ID Number or SS Number:</p>
<p>Mailing Address:</p>	<p>If returning as a "No Submittal", state reason  (if so, return only this page):</p>
<p>City, State, Zip:</p>	
<p>Type of Entity: <i>(Circle one)</i></p> <p>Corporation      Partnership  Proprietorship      Joint Venture</p>	<p><input checked="" type="checkbox"/> _____  Authorized Signature (Manual)</p>
<p>Incorporated in the State of:</p>	
<p>Telephone Number:</p>	<p>Typed Name:</p>
<p>Toll Free Telephone Number: (800)</p>	<p>Title:</p>
<p>Fax Number:</p>	<p>Date:</p>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

## Section 1 General Description of Project

The Seminole County Parks and Recreation Division is seeking proposals to cut and remove bamboo clumps, under growth, dead trees and ground debris in an area around two historic trees at Big Tree Park.

The contractor shall furnish all labor, materials and equipment to complete the scope of work detailed herein.

The contractor will provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The contractor will, at all times, maintain good discipline and order at the work site.

The contractor will supervise and direct the work efficiently with due care, skill, and attendance. The contractor will be responsible to assure that the finished work complies accurately with the specifications.

Contractor's employees shall wear safety equipment and perform all work in a professional manner. Shirts shall be worn at all times. Appropriate safety equipment shall be in compliance with OSHA regulations and training standards.

### EXECUTION

1. Remove by cutting thirty-nine (39) clumps of bamboo ranging in size from approximately ten feet (10') to twenty-five feet (25') in width. Bamboo clumps shall be cut flush to or below the soil surface. All bamboo material must be removed from the site and legally disposed.
2. Remove by cutting undergrowth up to four inches (4") in diameter. Undergrowth that is to be saved will be identified by flagging, painting or tagging. Cuts shall be made flush to or below the soil surface. Cuts that leave sharp angles will not be acceptable.
3. Cut and remove dead trees that are standing or have fallen. All stumps shall be cut flush to the soil surface.
4. Remove ground debris that includes sections of trees that have been previously cut and branches that have been previously cut or have fallen.
5. Extreme care will be taken during all aspects of this work to not damage, injure or destroy Cypress Tree knees. The contractor and Parks and Recreation Division will locate and mark, and review locations of identified knees.
6. The contractor will be fully responsible for maintaining in good condition the existing trees to remain that are situated within the removal limits.
7. Extreme care must be taken during all aspects of this work to not damage, injure or destroy the two historic trees (The Senator and Lady Liberty).

Materials identified within this scope may be chipped and spread at the site, unless noted as to be removed. Disposal of all debris shall be in accordance with local, state and federal regulations.

Access to the site will be determined by the Park and Recreation Division.

All work performed, unless authorized by the Park and Recreation Manger, will take place between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. No work is to be performed on Saturdays or Sundays, unless authorized by the Park and Recreation Manager.

The contractor shall take extreme care to safeguard and protect existing faculties, site amenities and the general public around the job sites. The contractor shall be responsible for any and all damage caused to either County or private property while working under the resulting contract.

The contractor will perform all work in such a manner as to provide a minimum of inconvenience to visitors of the park. The contractor shall be responsible for controlling pedestrian use of the boardwalk during hours of operation where work is being performed. The boardwalk will remain open for park users and only sections may be closed off temporarily to perform the required work.

The contractor will leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis. Hazards that cannot be removed at the end of the day shall be secured or barricaded using safety tape or safety barricades.

The contractor shall start the work in coordination with the Parks & Recreation Manager.

## Section 2 – Instructions to Bidders

**CONTACT:** All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff members other than the noted contact person regarding this Bid or their bid at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your bid.

**PUBLIC OPENING:** Bids shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 407-665-7116.

**DELAYS:** The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Bidders of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

**BID SUBMISSION AND WITHDRAWAL:** The COUNTY will receive bids at the above address. The outside of the envelope/container must be identified with the Bid Number and title as stated above. The envelope/container must also include the Bidder's name and return address.

Receipt of the bid in the Purchasing Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the bid.

**Bids received after the specified time and date shall be returned unopened.** The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling 407-665-7116, before the 2:00 deadline.

Bidders shall submit **FOUR (4) COMPLETE SETS** (one [1] original and three (3) copies) of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the time set for the bid deadline. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidders.

**INQUIRIES:** All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts

Division in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid documents including the attached draft agreement, shall be requested in writing, and received by the County Purchasing and Contracts Division at least seven (7) business days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this Bid. Telephone No. 407-665-7116, Fax No. 407-665-7956.

**ADDENDUM:** Should revisions to the Bid documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Bidders should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive.

Bidder shall sign, date, and return the latest addendum with their Bid. Previous addenda will be deemed received.

Addenda information will be posted on the COUNTY's Web Site at [www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.

**SELECTION PROCESS AND AWARD:** The award will be made to the lowest priced, responsive, responsible Bidder. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids, to waive any formalities, and to solicit and re-advertise for new bids, or to abandon the project in its entirety.

In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS."

Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.

(f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.

(g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

(h) Non-compliance with the submittal requirements of these Instructions To Bidders.

**AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:**

(a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.

(b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.

(c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.

(d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.

(e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.

(f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.

(g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.

(h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.

(i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.

(j) The type, structure and experience of the local or branch management proposed.

(k) Quality Control Program.

(l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.

(m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

**BID PREPARATION COSTS:** Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

**ACCURACY OF BID INFORMATION:** Any Bidder which submits in its bid to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**INSURANCE:** Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to commencement of Work.**

**LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

**POSTING OF BID AWARD:** Recommendation for award will be posted for review by interested parties at the Purchasing Division bulletin board and the County's Web Page ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**PROHIBITION AGAINST CONTINGENT FEES:** It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**ACCEPTANCE / REJECTION:** Seminole County reserves the right to accept or reject any or all bids and to make the award to those Bidders, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves

the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**RESPONSIBILITY:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the County. This information will be used to determine the Bidder's responsibility.

**BIDS TO REMAIN FIRM.** All Bids shall remain firm for ninety (90) Days after the day of the Bid opening. Extensions of time when Bids shall remain opened beyond the ninety-day period may be made only by mutual agreement between Seminole County and the Selected Bidder

**PURCHASING CODE:** The Purchasing Code and Procedures apply in its entirety with respect to this Bid.

**AFFIRMATION:** By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation for Bid and the resulting contract.

**MISTAKES IN BID:** Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

**DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

**Section 3 –  
Instructions for the preparation of Bids**

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into three (3) sections with references to parts of this Bid done on a section number/paragraph number basis. The three (3) sections shall be named:

1. Required Submittals
2. Past Performance
3. Price Proposal

1. **REQUIRED SUBMITTALS:**

**Invitation for Bid – Page #1 of Package**

- Name of Individual, Partnership, Company, or Corporation submitting bid;
- Signature(s) or representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

**Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

**License Sanctions:** List any regulatory or license agency sanctions within the past 5 years.

**Bidder's Certification:** Complete the "Bidder's Certification Form" included in this bid package as indicated.

**Conflict of Interest Statement:** Complete the "Conflict of Interest Statement" included in this bid package as indicated.

**Compliance with the Public Records Law:** See form included in this package.

**Request for Taxpayer Identification Number (W-9 Form):** Complete the "W-9 Form" included in this bid package as indicated.

**2. PAST PERFORMANCE:**

The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

- A. List three (3) references for which your company provided similar services related to those specified in the Scope of Services. List the names of the client (name, address, telephone number, fax numbers and the title of position that was filled by your company).

**3. PRICE BID**

The Price Proposal shall use the Price Proposal forms included in the Bid Documents. Price Bids not submitted on the attached form shall render the Bid unresponsive.

**Section 4 –  
Price Submittal**

**PROJECT: Big Tree Park Bamboo Removal and Clearing**

**COUNTY CONTRACT NO. BID-600028-06/LJS**

Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_\_) \_\_\_\_\_

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder agrees to provide, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to complete the order in a workmanlike manner, all of the Work required in connection with the required services/commodities, all in strict conformity Bid Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates

**Bid Price**

**Base Bid No. 1**

Remove by cutting thirty-nine (39) clumps of bamboo ranging in size from approximately ten feet (10') to twenty-five feet (25') in width. Bamboo clumps shall be cut flush to or below the soil surface. All bamboo material must be removed from the site and legally disposed. Work shall be substantially completed by September 15, 2006 for a lump sum of:

\$ \_\_\_\_\_

**Base Bid No. 2**

Remove by cutting undergrowth up to four inches (4") in diameter. Undergrowth that is to be saved will be identified by flagging, painting or tagging. Cuts shall be made flush to or below the soil surface. Cuts that leave sharp angles will not be acceptable. Work shall be substantially completed by September 15, 2006 for a lump sum of:

\$ \_\_\_\_\_

**Base Bid No. 3**

Cut and remove dead trees that are standing or have fallen. All stumps shall be cut flush to the soil surface. Remove ground debris that includes sections of trees that have been previously cut and branches that have been previously cut or have fallen. Work shall be substantially completed by September 15, 2006 for a lump sum of:

\$ \_\_\_\_\_

**TOTAL BID \$** \_\_\_\_\_

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
(Name of BIDDER)

\_\_\_\_\_  
(Signature of person signing this BID FORM)

\_\_\_\_\_  
(Printed name of person signing this BID FORM)

\_\_\_\_\_  
(Title of person signing this BID FORM)



**Attachment B**  
**Compliance with the Public Records Law**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

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

Project Number: **Bid-600028-06/LJS**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**Attachment C**  
**BIDDER'S CERTIFICATION**

I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

( ) \_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me

This \_\_\_\_\_ day of

\_\_\_\_\_  
20

\_\_\_\_\_  
Signature of Notary

Notary Public, State of \_\_\_\_\_

Personally Known

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

**Attachment D  
Draft Agreement**

DRAFT

**CONTRACTOR SERVICES AGREEMENT (BID-600028-06/LJS)  
BIG TREE PARK BAMBOO REMOVAL AND CLEARING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida, whose address is \_\_\_\_\_, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified contractor to provide bamboo removal and clearing at Big Tree Park in Seminole County; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide its services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. TIME FOR COMPLETION.** The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed on or before September 15, 2006.

**SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fixed fee in the amount of \_\_\_\_\_ DOLLARS. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

**SECTION 4. BILLING AND PAYMENT.**

(a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Library & Leisure Services/Parks and Recreation Division  
264 W. North St.  
Altamonte Springs, Florida 32714

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

**SECTION 5. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 6. RESPONSIBILITY OF CONTRACTOR.**

(a) CONTRACTOR shall be responsible for the professional quality of all services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S performance of any of the services furnished under this Agreement.

**SECTION 7. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

**SECTION 8. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR'S Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and

prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 9. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship.

**SECTION 10. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 11. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 12. SUBCONTRACTORS.** In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 13. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses,

damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

**SECTION 14. INSURANCE.**

(a) General. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the

insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

#### **SECTION 15. ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 16. REPRESENTATIVE OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall

be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 18. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 19. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 20. EMPLOYEE STATUS.** Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 21. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 22. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created

under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 23. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Parks and Recreation Division  
264 W. North St.  
Altamonte Springs, Florida 32714

**For CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 24. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

**SECTION 26. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

(CORPORATE SEAL)

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

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
BETSY COHEN, Purchasing Supervisor

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

\_\_\_\_\_  
Witness

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized by Section 330.3,  
Seminole County Administrative  
Code.

\_\_\_\_\_  
County Attorney

AC/lpk  
4/10/06  
BID-600028

Attachment:  
Exhibit "A" - Scope of Services

## Section 1 General Description of Project

The Seminole County Parks and Recreation Division is seeking proposals to cut and remove bamboo clumps, under growth, dead trees and ground debris in an area around two historic trees at Big Tree Park.

The contractor shall furnish all labor, materials and equipment to complete the scope of work detailed herein.

The contractor will provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The contractor will, at all times, maintain good discipline and order at the work site.

The contractor will supervise and direct the work efficiently with due care, skill, and attendance. The contractor will be responsible to assure that the finished work complies accurately with the specifications.

Contractor's employees shall wear safety equipment and perform all work in a professional manner. Shirts shall be worn at all times. Appropriate safety equipment shall be in compliance with OSHA regulations and training standards.

### EXECUTION

1. Remove by cutting thirty-nine (39) clumps of bamboo ranging in size from approximately ten feet (10') to twenty-five feet (25') in width. Bamboo clumps shall be cut flush to or below the soil surface. All bamboo material must be removed from the site and legally disposed.
2. Remove by cutting undergrowth up to four inches (4") in diameter. Undergrowth that is to be saved will be identified by flagging, painting or tagging. Cuts shall be made flush to or below the soil surface. Cuts that leave sharp angles will not be acceptable.
3. Cut and remove dead trees that are standing or have fallen. All stumps shall be cut flush to the soil surface.
4. Remove ground debris that includes sections of trees that have been previously cut and branches that have been previously cut or have fallen.
5. Extreme care will be taken during all aspects of this work to not damage, injure or destroy Cypress Tree knees. The contractor and Parks and Recreation Division will locate and mark, and review locations of identified knees.
6. The contractor will be fully responsible for maintaining in good condition the existing trees to remain that are situated within the removal limits.
7. Extreme care must be taken during all aspects of this work to not damage, injure or destroy the two historic trees (The Senator and Lady Liberty).

Materials identified within this scope may be chipped and spread at the site, unless noted as to be removed. Disposal of all debris shall be in accordance with local, state and federal regulations.

Access to the site will be determined by the Park and Recreation Division.

All work performed, unless authorized by the Park and Recreation Manger, will take place between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. No work is to be performed on Saturdays or Sundays, unless authorized by the Park and Recreation Manager.

The contractor shall take extreme care to safeguard and protect existing faculties, site amenities and the general public around the job sites. The contractor shall be responsible for any and all damage caused to either County or private property while working under the resulting contract.

The contractor will perform all work in such a manner as to provide a minimum of inconvenience to visitors of the park. The contractor shall be responsible for controlling pedestrian use of the boardwalk during hours of operation where work is being performed. The boardwalk will remain open for park users and only sections may be closed off temporarily to perform the required work.

The contractor will leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis. Hazards that cannot be removed at the end of the day shall be secured or barricaded using safety tape or safety barricades.

The contractor shall start the work in coordination with the Parks & Recreation Manager.



**Attachment E**  
**Taxpayer identification Number (W-9 Form)**

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>	<p>List account number(s) here (optional)</p>																																													
<table border="1" style="margin: auto;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																		or									Employer identification number																		<p><b>Part II For U.S. Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)</p>
Social security number																																														
or																																														
Employer identification number																																														

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:
  - Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

### What is backup withholding?

Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**PURCHASING AND CONTRACTS DIVISION  
NEW VENDOR REQUISITION FORM**

DATE: \_\_\_\_\_

VENDOR # \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

(address for P.O.'s) \_\_\_\_\_

\_\_\_\_\_

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

(address for payments)

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*APPROVED*  
REQUESTED BY: \_\_\_\_\_  
PURCHASING

ENTERED BY: \_\_\_\_\_  
COUNTY FINANCE

EXTENSION: \_\_\_\_\_

**NOTE: W-9 FORM SHALL BE INCLUDED WITH THIS FORM.  
INCOMPLETE FORM WILL NOT BE PROCESSED. \*\*\***