

Issue Date: August 22, 2018

INVITATION FOR BIDS #Y18-1107-AH

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**FENCE INSTALLATION AND REPAIR
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, September 20, 2018**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

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

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Alina Hernandez Fernandez, Purchasing Agent at Alina.Hernandezocfl.net.

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
GENERAL TERMS AND CONDITIONS	2-14
SPECIAL TERMS AND CONDITIONS	15-27
SCOPE OF WORK	28-40
BID RESPONSE FORM	41-52
EMERGENCY CONTACTS	53
ACKNOWLEDGEMENT OF ADDENDA	53
AUTHORIZED SIGNATORIES/NEGOTIATORS	54
REFERENCES	55-58
DRUG-FREE WORKPLACE FORM	
SCHEDULE OF SUBCONTRACTING FORM	
CONFLICT/NON-CONFLICT OF INTEREST FORM	
E-VERIFICATION CERTIFICATION	
RELATIONSHIP DISCLOSURE FORM	
RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
AGENT AUTHORIZATION FORM	
EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT	
EXHIBIT B – COMMERCIAL GENERAL LIABILITY	
EXHIBIT C – COMMERCIAL GENERAL LIABILITY	
EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY	
EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Alina.Hernandez@ocfl.net, no later than 5:00 PM Wednesday, September 5, 2018 to the attention of Alina Hernandez Fernandez, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder 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. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

8. CONFLICT OF INTEREST

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

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

11. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

12. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

13. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

14. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

15. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

16. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

- 1. Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**

2. If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

17. **POSTING OF RECOMMENDED AWARD AND PROTESTS**

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

18. **BID AND RELATED COSTS**

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

19. **CONTRACTUAL AGREEMENT**

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

20. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

21. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

22. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

23. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

24. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

25. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

26. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

28. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

29. PAYMENT TERMS/DISCOUNTS

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

30. PATENTS AND ROYALTIES

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

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

31. INDEMNIFICATION

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

32. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

34. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

35. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

36. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

37. TOBACCO FREE CAMPUS

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

38. 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 Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor 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 Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

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

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor’s written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor 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 Manager, Procurement Division.

39. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

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

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

40. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public. **FEDERAL REQUIREMENTS**

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

41. PUBLIC RECORDS COMPLIANCE

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets. The same client entity shall not be submitted more than once for a reference.

The Bidder shall submit with the bid references for at least (4) four fence installation and repair contracts or projects successfully completed by the bidder as a prime and shall include any of the following: linear feet of new fence installation, linear feet of repairs of existing fence installation, etc. within the last five (5) years. These contracts or projects must be comparable and verifiable with location, dates of contract, total amount of work completed per year, dollar amount for services per year, names, addresses and telephone numbers of owners as described in contract documents. Details of activities performed as part of the projects must be specified in the reference form.

1. Bidder shall have performed a minimum of 10,000 linear feet of new fence installation, 20,000 linear feet of repaired fence installation. These elements can be demonstrated among several projects and is not required to all be in a single project. The following will NOT be considered as similar to the ones requested as part of this contract: sidewalk installation or repairs, parking lots, resurfacing, shoulder restoration, incidental work, etc.

EACH SIMILAR PROJECT LISTED SHALL BE LISTED WITH COMPLETE INFORMATION AS SPECIFICALLY PROVIDED ON THE REFERENCE FORM. THE SPECIFIC INFORMATION ON REFERENCES MUST BE PROVIDED ON THE REFERENCE FORM. DO NOT ATTACH LISTINGS OF REFERENCE INFORMATION. FAILURE TO PROVIDE REFERENCE INFORMATION AS REQUESTED MAY RESULT IN THE REJECTION OF YOUR BID.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

- B. List of personnel, by name and title, who will be dedicated to work under the contract. This list shall include project management, supervisory personnel, list of workers. Emergency contacts shall be highlighted.

- C. Provide proof that you are working from a commercial location appropriately zoned for the business specified on the vendors' occupational license. At a minimum the following shall be provided.
1. Copy of occupational license signed.
 2. Letter on bidder's letterhead confirming the specific address of bidder.
- D. **MANAGEMENT PLAN AND RESOURCE LIST** - All Bidders, as part of their submittal, shall provide a detailed Management Plan and Resource List. The Resource List shall contain the minimum equipment for each work crew available for use on Orange County projects under this contract. The management plan shall describe how the contractor plans to utilize all available resources to fulfill the requirements of this contract. The management plan and resource list collectively shall assist in the evaluation of the Contractor's capability to handle multiple concurrent projects under this contract.

The management plan shall include (at a minimum) details on:

- The Bidder's approach to the independent management of the contract. This shall include their understanding of contract requirements and how multiple concurrent projects are to be handled.
- An organization chart showing a reporting hierarchy of staff the key individuals responsible for the work. Subcontractors (if any) shall also be identified.
- If the Bidder has other contracts with the County, the management plan shall include the organization chart and resource listings for those contracts.
- A complete list of equipment to be dedicated to the contract with applicable vehicle identification numbers. Equipment intended to be used under this contract must be available for inspection at the request of the Stormwater Management Division.
- If sufficient resources are not available, the Bidder shall prove that they have the ability to obtain those additional resources to be able to provide services as required.
- Quality Assurance Plan
- Personnel loss, contingency plan

Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's

determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

2. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

3. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

4. AWARD

Orange County reserves the right to award on an "All-or-None" basis to the lowest responsive and responsible Bidder or to award on a "Lot-by-Lot" basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County. If the Bidder fails to respond, they will be considered non-responsive.

5. POST AWARD MEETING

Within **ten** (10) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. F.O.B. POINT

The F.O.B. point will be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

7. DELIVERY

Delivery/performance time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than **three (3)** calendar days from receipt of delivery order. Bids submitted which fail to meet this requirement shall be cause for rejection.

Delivery time is of the essence in the award of the Invitation for Bids. A Delivery Order will be issue for each project. **No work shall begin until a delivery order has been issued to the Vendor.** The Delivery Order will contain a start date and completion date that will be mutually agreed to between the County and the Vendor.

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

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this contract to pay Orange County the sum extended by the County to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Invitation for Bids is completed.

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

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Manager, Procurement Division.

8. UNSATISFACTORY WORK

The Contractor shall remedy any unsatisfactory work within three (3) workdays of notification.

9. PRE-CONSTRUCTION CONFERENCE

When determined necessary by the County's Project Manager or designee, a mandatory Pre-Construction Conference will be conducted to ensure understanding of project and cooperation of all parties.

10. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods 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 County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period

specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

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

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

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

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Any good delivered under a contract resulting from this bid shall be accompanied by a Safety Data Sheet (SDS). The SDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.

- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

15. PAYMENT

Partial payments for the value of goods received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Public Works Department
Fiscal Administrative Services
4200 S. John Young Parkway, 2nd Floor
Orlando, Florida 32839-9205
Phone (407) 836-7721

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

16. MEASUREMENTS

The linear footage noted are only estimates. Bidders shall be responsible for their own measurements and shall submit a firm price accordingly. There shall be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Bidders during inspection. Failure to do so shall be at Bidder's risk. Any request for unit prices on the Bid Response Form is for information only. Award shall be based solely on "Total Bid", with no adjustments made for increased/decreased quantities after award.

17. DEBRIS

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

18. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. 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)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

19. INSURANCE REQUIREMENTS

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

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

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

Required Endorsements:

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

- Workers' Compensation - The Vendor/Contractor 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/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

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

The certificate holder shall read:

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

20. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of one (1) year. The contract may be renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

21. PRICING

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

22. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (1 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

23. MARKET CONDITIONS

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

24. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

25. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

26. METHOD OF ORDERING

The County shall issue Delivery Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

27. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

28. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

SCOPE OF WORK

This work consists of all labor, materials and appurtenances necessary for the repair of existing fences, removal and replacement of existing fences (including disposal) or installation of new fencing systems as defined herein at designated locations within Orange County.

1. All work under this contract shall be performed subject to the acceptance of the Manager of the Orange County Stormwater Management Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205; (407) 836-7919.
2. The Contractor shall coordinate all inspections with the County's Representative. The Contractor shall verify that all work scheduled to be inspected is complete. The Contractor shall be responsible for the solution of any problems or discrepancies that may arise during the inspection process.
3. The Contractor shall institute a quality control plan for this contract, which shall be made available to the County for approval. The Contractor shall be responsible for and shall verify all quality control actions to the County's Representative as directed.
4. **Maintenance of Traffic (M.O.T.)** shall conform to F.D.O.T.'s most current editions of the "Roadway and Traffic Design Standards" for Design, Construction, and Maintenance Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be ordered from F.D.O.T., Maps, and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. proposed traffic control plan will be submitted to the County's Representative for approval, at least two (2) working days prior to start of work. If the Contractor does not comply with F.H.W.A.'S M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades) the County reserves the right to direct the Contractor to cease operations until deficiencies are corrected. In addition, no road closures will be allowed except in case of emergencies.
5. **The Contractor shall provide minimum inconvenience to the public and traffic during performance of work on public roads and streets.**
6. The Contractor shall comply with the most current edition of the Accident Prevention Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A.) and Orange County Standards. The Contractor shall be responsible for obtaining copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, Ga. and Orange County Public Works in Orlando, respectively.
7. **A mandatory Pre-work Conference will be conducted by the County's Representative to ensure understanding and cooperation of all parties.**
8. **DAILY REPORT** - The County's Representative shall be entitled at all times to be advised, at his/her request, as to the status and details of the work being completed by the Contractor in a format he/she requires. The Contractor shall maintain

coordination with the County's Representative at all times. Either party may request and be granted a conference upon request in a timely manner. In addition, the County requires written notification with details on activities to be performed during the day (e.g., saw cutting, forming, pouring, etc.) and listing all issues that may have occurred before and after the inspectors were on site the previous day. **The Contractor shall inform the County's Representative by email daily prior to 7:30am as to the locations to be worked and the areas completed the previous day.**

The use of sub-contractors does not relieve the Contractor from these requirements.

9. **It is the Contractor's responsibility to visit the work site prior to starting operations on any assigned project to ascertain site conditions. The Contractor shall submit a work schedule and required drawings prior to beginning any work ordered. The work schedule shall contain the location of the work each day. The drawings shall include specific details of work to be provided, materials, applicable design standards and location. The Contractor shall consult with the County's Representative prior to any schedule variance. The notification shall occur the day before the day of the scheduled variance and shall be agreed to by the County's Representative.**
10. No work shall begin until a Delivery Order has been issued to the contractor. The Delivery Order will contain a start date and completion date for each project released under this contract.
11. The Contractor shall supervise and direct the work efficiently with due care, skill and attendance. The Contractor shall be responsible to ensure that the finished work complies accurately with the specifications.
12. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on County property in a professional and business-like manner and must wear uniforms identifying the company name.
13. **COMMUNICATION AND QUALITY CONTROL** - The Contractor shall designate a competent Contractor's Representative who shall be responsible for the quality control of this contract and who shall not be replaced without written notice to the County's Representative at least twenty-four (24) hours before or after the incident. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in English (verbal and written language). All communications (both verbal and written) given to the Contractor's Representative shall be binding as if given to the Contractor. All verbal communications shall be followed up in writing within two (2) working days.

To effectively communicate with County staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, smart phone, etc.). This mandatory requirement ensures proper communication and documentation of problems while performing operations in contracted areas. All conversations with County staff shall be documented via email, including but not limited to: weather/unusual conditions delays, contractual issues, instructions given by County staff, etc.

14. The Contractor shall notify all residents within the work area as to when the work will take place and explain the level of inconvenience that will be involved. This notification shall take place five (5) days prior to commencement of any work in that area. The notification shall be by an approved door hanger to be placed on each house and any vehicles parked on the roadways. Notification to residents must include Orange County's Government Information Number (311) and shall take place five (5) days prior to commencement of work in that area. Copy of notification per project shall be faxed to the County's Project Manager or designee. **Failure to provide adequate notification may result in actions leading up to termination of this contract.**

All work performed, unless authorized by the County's Representative, shall 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, Sundays or County holidays, unless authorized by the County's Representative). If the contractor desires to work on Saturdays, Sundays, or official County holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day) he/she must obtain pre-approval from the Manager, Stormwater Management Division. The Contractor shall provide his/her request to work the above days twenty-four (24) hours in advance.

15. **Congested traffic or unusual conditions** – Due to congested traffic or unusual conditions, the Contractor may be required to remove his/her operation from the right-of-way and County property at the discretion of the County's Representative. **If the Contractor is required to remove his/her operation due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 P.M. (noon), the County will consider allowing an additional one (1) day (Per-event/ daily request) be added to the performance period, otherwise no adjustment will be made to the performance period.** The County's Representative will determine and authorize such award after the Contractor makes a written application for this. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date for the project accordingly and will notify the Contractor.

The Contractor may request a rainy day due to inclement weather. The request shall be in writing or by telephone, followed by an email before noon on the day requested. It shall be at the discretion of the County's Representative whether this request will be granted or not.

If the Contractor is required to remove his/her operation as a result of inclement weather after 12:00 P.M (noon) for an excessive number of days, the Contractor

shall document in writing via email to the County's Representative any inclement weather after 12:00 PM (noon) affecting their maintenance operations. The Contractor shall also include pictures and other pertinent documentation for review and consideration. The County will consider allowing additional time to the performance period based on Contractor's written notifications and supporting documentation submitted. The County will notify the Contractor on final decision and will modify the completion date, accordingly.

16. The County will not provide staging or storage areas for the Contractor. On a case by case basis, in an area where County surplus property is available, the Contractor may, after obtaining permission from the person or persons responsible for the property, use said property for staging area with the understanding that the Contractor shall restore the property to its original or better condition upon completion of the project prior to submitting an invoice for work completed and accepted. All agreements for utilizing areas for staging must be in writing and submitted to the County prior to starting operations.

Should the right-of-way be requested to be used for staging or storage area, an agreement must be submitted in writing to the County for approval prior to starting operations, and must include a plan for maintenance of traffic, pedestrian safety, protection to drainage structures and swales to prevent runoff obstructions, and restoration of the right-of-way to its original or better condition upon project completion. No staging of equipment or material shall be allowed near roadway intersections to avoid sight distance obstructions.

If the contractor damages private property during construction or staging equipment, material, etc. these areas shall be restored, repaired, replaced to the satisfaction of the property owner and at no cost to the County.

Water needed on the project shall be coordinated between the Contractor and the utility company providing the water at no additional cost to the County.

17. **EQUIPMENT** - The Contractor shall furnish necessary equipment to satisfactorily perform the work required under this contract. The Contractor shall ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. **All equipment onsite (including pick-up trucks) shall be identified with the company logo.**

All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment on site, which is deemed by the County's Representative to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at his/her expense the same day of the county's determination.

The Contractor shall use amber flashing lights, back-up alarms, etc. on all equipment and his/her employees shall be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the County.

Equipment authorized by the County to be left on the right-of-way or County property after designated work hours shall be placed outside the clear and recovery area and shall be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it shall be marked with barricades with approved steady burning amber lights.

18. **EMERGENCIES** – When a project is deemed an emergency, the contractor shall be prepared to mobilize and be on the project and take control of the project within two (2) hours of notification. An emergency situation may occur at any time, day or night. Verbal authorization to commence work for emergency projects will be provided in the field and followed up in writing no later than the next business day. A delivery order will be processed as soon as the Contractor can provide the estimated quantities for the emergency work.
19. The Contractor shall be responsible for locates of utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify utility companies and residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.

The Contractor shall be responsible for and make good all damage resulting from their activities, both within and beyond the limits of this contract, to buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. It shall be the Contractor's responsibility to eliminate and prevent damages to utilities resulting from Contractor's activities.

20. The Contractor shall maintain in good condition all cultivated plots, trees and shrubs beyond the grading limits of this contract. After completion of the work, the Contractor shall replace or restore to original or better condition all destroyed or damaged shrubbery or grass areas.
21. The Contractor shall dispose of debris in accordance with all Federal, State and Local rules and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
22. **MULTIPLE CONCURRENT PROJECTS** – At any time during the contract, the contractor shall have adequate resources to work on multiple Orange County projects (**each delivery order is consider a project**) at the same time (**to be handled simultaneously**). The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract for this solicitation and for the ongoing performance as the Contractor shall not stop operations in one project to start another unless requested work has been completed as required. All work will be ordered by the County's Representative in the form of Delivery Orders on an as needed basis. Should concurrent projects be issued, it is the responsibility of the Contractor to notify the County's Representative, in writing within 2 - 3 days of request, if he/she has maximized his/her resources and the volume of work is beyond their operational capacity. Failure to advise the County's Representative of this situation and/or subsequent failing to meet work completion schedules, may lead to contract termination.

It is understood by all bidders that the quantities listed herein are estimates only and are not purchased by this Contract, nor is the County obligated to issue concurrent project work. All work will be ordered by the County's Representative in the form of Delivery Orders on an as needed basis.

23. **MINIMUM PRODUCTION RATE** - The Contractor shall provide a minimum production rate per day per project to meet the needs of this contract as follows:

Installation of gates – Six (6) hours to set posts and hang a double drive gate

Fence posts – Thirty (30) per day

Fence installation – Two (2) hundred feet of fence per day

Project performance periods shall be based on this rate.

TECHNICAL PROVISIONS

The work under this contract consists of providing all labor, materials, equipment, maintenance of traffic and incidentals (including mobilization) necessary to install new fence systems or repair the existing fence systems on retention ponds and canals, drain wells, pump stations, anchored onto concrete structures such weirs, headwalls, retaining walls, straight endwalls etc., in water of retention ponds, canals and on concrete structures or as specified throughout unincorporated Orange County.

The Contractor shall furnish all supervision, quality control, labor, equipment, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete work specified in this contract. Work shall also be inclusive of mobilization/demobilization, site preparation, stabilization, testing, erosion control, dewatering/water control, maintenance of traffic, and any other incidentals needed to complete the work as specified herein.

All work performed under this contract and all materials to be used during the performance of this contract shall conform and adhere to all applicable standards and specifications of the “ASTM Standards for Fence Materials and Products” most current edition and all related documents and publications, American Association of State Highway And Transportation Officials (AASHTO) most current edition and all related documents and publications, Florida Department of Transportation (F.D.O.T.) Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Index No. 800, 801, 802, 803, 810, 811, 812 most current edition and all related indexes, documents and publications and Standard Specifications for Road and Bridge Construction, Section 550 and all other related sections, documents and publications unless otherwise specified in writing in this contract.

1. PLANS AND DRAWINGS

Unless otherwise specified, no plans/drawings are provided for work to be performed under this contract. All work of every description shall be laid out and checked by the Contractor who shall be held solely responsible for its correctness.

The Contractor shall receive notice of need (i.e. phone call, email, work order containing a map for the project area) from the County's Representative a request of an onsite meeting within forty-eight (48) hours of notification. The County's Representative or designee shall meet on site with the Contractor and set the limits of operation, determine the quantities to be worked and/or used and set the project mutually agreed start and end dates based on the minimum production rates. A detailed quote including quantities, materials needed, start and end dates and layout for requested projects (linear feet fence, types of gates etc.), conflicts and recommendations shall be reviewed and signed onsite by both parties. The Contractor shall submit the quote within one (1) workday and all **work shall begin within one (1) week after receipt of Delivery Order.**

2. QUANTITY AND FREQUENCY OF WORK

The work specified in this contract represents the type of services to be accomplished. The Contractor shall verify any discrepancies or disagreements concerning quantities and limits of work shall be immediately reported in writing to the County's Representative prior to starting operations. Discrepancies or disagreements will be mutually resolved prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.

3. UNDERGROUND OR OVERHEAD UTILITIES

The Contractor shall cooperate with owners of any underground or overhead utilities in the removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. Excavators shall comply with Florida Statutes, Chapter 77-1 53, regarding notification of existing gas and oil pipeline company owners prior to excavating. Evidence of such notice shall be furnished to the County's Representative prior to excavating. During the period of this contract the Contractor shall coordinate all utility relocations and adjustments necessary for project. Costs associated with these activities shall be included on the unit prices for services.

4. MAINTAINING CULTIVATED PLOTS

The Contractor shall maintain in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this contract (including private property). After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass areas etc. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

5. PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of FDOT's Standard Specifications for Road and Bridge Construction, Section 104, most recent edition, except where authorized by the County's Representative and shall produce the results required by the rules of the Orange County Environmental Protection Division.

All work and incidental costs required to comply with the prevention, control and abatement of erosion and water as herein specified shall be included in the unit price for services.

6. FENCE INSTALLATION AND TEMPORARY FENCE

Fences services are provided generally in rural areas in conformance with [Section 550 of the FDOT Specifications](#).

Fence fabric shall be woven wire, either galvanized steel, meeting the requirements of ASTM A116, No. 9 Farm, Design Number 1047-6-9, with Class 3 zinc coating, or aluminum coated steel, meeting the requirements of ASTM A584, No. 9 Farm, Design Number 1047-6-9, with a minimum coating weight of 0.4 oz/ft².

Fences shall be installed with wire side to private property except on horizontal curves greater than 3 degrees where the fence shall be installed so as to pull against all posts.

Unless otherwise specified, steel shall be used for posts, assemblies and other materials as part of this contract. Steel posts and braces shall be standard steel posts, galvanized at the rate of 2 oz/ft², together with necessary hardware and wire clamps meeting specified requirements.

Timber posts shall meet the material requirements of Specification Section 954. Timber line posts are to be minimum 4" in diameter. Timber corners, pull, approach and end posts are to be a minimum of 5" in diameter.

Chain link fabric, post, truss rods, tension wires, tie wires, stretcher bars, gates and off miscellaneous fittings and hardware shall meet the requirements of AASHTO and ASTM.

Fence installation shall be performed in strict compliance with all applicable FDOT and ASTM standards including wire ties, concrete bases, post assemblies, etc.

Unless otherwise specified, gates shall be commercially available metal swing or sliding gates assembled and installed in accordance with the manufacturer's specifications as approved by the County's Representative. Chain link swing gates in accordance with Index No. 802 may be substituted for metal swing gates as approved by the County's Representative. Gate size is full opening width whether single leaf or double leaves. Payment for gates shall include the gate, single or double, fabric, all necessary hardware for installation and any additional length and/or size for posts at the opening.

End post assemblies shall consist of: one end post, one approach post, two braces, four diagonal tension wires and all necessary fittings and hardware. Pull post assemblies shall consist of: one pull post, two braces, four diagonal tension wires and necessary fittings and hardware. Corner post assemblies shall consist of: one corner post, two approach posts, four braces, eight diagonal tension wires and all necessary fittings and hardware.

All posts, braces, tension wires, fabric, tie wires, anchor plates, Class NS concrete, and all miscellaneous fittings and hardware shall be included in the cost for fence. Fencing shall be inclusive of the lengths of pull, end and corner post assemblies, but exclusive of gate widths.

End, pull and corner post assemblies shall be in concrete as detailed above for all soil conditions other than solid rock. Concrete for bases shall be Class NS Portland cement concrete as specified in Section 347 of the Standard Specifications or a packaged, dry material meeting the requirements of a concrete under ASTM C-387. Materials for Class NS concrete may be proportioned by volume and/or by weight.

The Contractor shall provide certified test reports from the manufacturer confirming that all materials (posts, braces, fabric and all other accessories) conform to the requirements of this contract.

Post mounted on concrete structures or solid rock shall be mounted in accordance with the base plate detail "Fence Mounting on Concrete Endwalls and Retaining Wall".

Line post shall be 8'-6" long (Standard). Line posts are to be set in concrete as described above or by the following methods:

- (a) In accordance with special details and/or as specifically described in the contract plans and specifications.
- (b) In accordance with ASTM F567 Subsections 5.4 through 5.10 as approved by the Engineer. Line post installed in accordance with Section 5.8 shall be 9'-6" long.
- (c) Post mounted on concrete structure or solid rock shall be mounted in accordance with the base plate detail "Fence Mounting on Concrete End walls and Retaining Wall", Sheet 3; or, by embedment accordance with ASTM F567 Subsection 5.5.

End, pull and corner post assemblies shall be in concrete as detailed above for all soil conditions other than solid rock. Post within assemblies that are located on concrete structures or solid rock shall be set by base plate or by embedment as prescribed under (b) above for line post.

6.1 FENCE MATERAIL

- a. Chain Link Fabric/Vinyl Coated – Two (2") inch mesh woven from nine (9) gauge steel wire, five (5') feet and six (6') feet in height.
- b. End, Corner and Pull Posts – two and three-eights (2 3/8") inch O.D. steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C Heavy Industrial Fence.
- c. Gate Posts – Four (4") inch O.D. steel pipe shall conform to ASTM F 1083 Group 1A Heavy Industrial Fence.
- d. Gate Frames and Intermediate Posts – Two (2") inch O.D., steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C Heavy Industrial Fence.
- e. Posts Braces and Top Rails – One and five-eights (1 5/8") inch O.D. steel pipe shall conform to ASTM F 1043 Group 1A and 1C, Light Industrial Fence.
- f. Tension Wire – Nine (9) gauge spring coil.
- g. Accessories – Steel.
- h. Coatings – Pre-galvanized with one-point-two (1.2) ounces of zinc per square foot, applied after weaving of fabric and following fabrication for all other ferrous metal items. Poly (Vinyl Chloride) (PVC) – Coated Steel Chain –Link Fence Fabric – Specification F 668.

6.2 INSTALLATION OF POST

- a. Concrete – Two-thousand-five-hundred (2,500) PSI concrete shall be used for installation of all posts.
- b. Corner and Gate Posts – Set three (3') feet deep in twelve (12") inch diameter concrete footings.
- c. Line Posts – Set two (2') feet deep in eight (8") inch diameter concrete footings.
- d. Top Rail (when applicable) – Provide means for attaching top rail securely to each gate, corner, pull and end post. Run rail continuously through post caps, bending to radius for curved runs, bottom tension wire shall be installed unless otherwise specified.

6.3 INSTALLATION OF FENCING

- a. Fencing shall be installed to proper grade, alignment and plumb, with corner posts and bracing provided at all angles in alignment. Angle Braces shall be installed every one-hundred (100') feet of run.
- b. When top rail is deleted, tension wire shall be installed along the top and bottom of fence.
- c. Wire Ties: For tying fabric to line posts, use wire ties spaced twelve (12") O.C. For tying fabric to rails and braces, use wire ties spaced twenty-four (24") O.C. For tying fabric to tension wire, use hog rings spaced twenty-four (24") O.C.

6.4 INSTALLATION OF GATES

Install gates plumb, level and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by the manufacturer. Adjust hardware for smooth operation and lubricate when necessary. Gate installations shall include all hardware, i.e., hinges, latches, rollers, wheels and wire ties, etc.

6.5 TEMPORARY FENCE PANELS

This work shall consist of furnishing all labor, equipment, dewatering and incidentals for the installation of temporary chain-link fence panels on drainage canals and retention ponds, etc. within designated areas of unincorporated Orange County or as determined by the County's Representative.

The temporary chain-link fence panels shall be used to enclose and secure project sites and associated laydown areas, while providing screening from construction activities. The need for temporary fence panels for projects sites shall be determined by the County Representative on case by case basis (new fence installation, etc.). Unless otherwise agreed, the Contractor shall keep the project safe and secured at all times. The fence panels shall be securely anchored from inclement weather such as high winds, rains, etc. at all times.

6.5.1 FENCE PANEL AND STANDS:

- Minimum of six foot (6') height and twelve (12') in length.
- Frame constructed of galvanized 1-3/8" diameter, 065 wall tubing.
- 11-1/2" gauge galvanized fence fabric with 2-1/4" mesh.
- Aluminum tie wires used for securing fabric to frame.
- Galvanized saddle clamps, nuts, bolts used to attach panels together.
- Stands measure approximately 16" x 36".
- Stands made of same 1-3/8" diameter tubing with slightly smaller uprights for panels to fit over.

The fence installation unit price shall include all labor, materials, maintenance of traffic, erosion control, dewatering, removal of fence (including hardware) and any other incidentals needed to complete the work.

7. MISC. REPAIRS

This work consist of fencing related not covered under specific line items such as: unusual fabrication for rot iron, cast iron, aluminum fence, etc., resetting and/or readjusting hardware for fence, resetting and/or readjusting hardware gate posts, resetting and/or readjusting hardware gates (all types), repair of vinyl fence sections or slates or post (all types), picket fence, tension wire ties, etc. and minor brush and limb clearing, etc. or as directed by the County Representative.

The man hour unit price shall include all labor, materials, maintenance of traffic, erosion control, dewatering and any other incidentals needed to complete the work.

8. EMERGENCY MOBILIZATION

When a project is deemed an emergency (i.e. auto accidents in busy residential neighborhoods or public safety etc.) by The County. The Contractor shall be prepared to mobilize and be on the project and take control of the project within (2) hours from initial notification of the emergency. This includes providing temporary fencing, etc. to safe the area up. An emergency situation may occur at any time, day or night. Verbal authorization to commence work for emergency projects will be provided in the field and followed up in writing no later than the next business day.

Estimates and sketches/shop drawings for emergency projects shall be submitted within twenty-four (24) hours after the meeting. A delivery order will be processed for the estimated quantities for the emergency work. The work shall start without delaying of any ongoing projects.

When authorized by the County's Project Manager, emergency call-out services may take place between the hours of 5:01 P.M. and 6:59 A.M. Monday through Friday or on Saturdays, Sundays or County holidays.

9. **AS-BUILT**

The Contractor shall submit as-built sketches for assigned projects under this contract to include services and quantities/measurements of work completed and accepted by the County. The "as built" drawings shall be redlines of the original project drawing that was provided by the County at the initial site meeting unless otherwise authorized by the County's Representative. Before and after pictures shall also be submitted with the as-built and invoice for the project. The cost for the as-built sketch and required pictures (including labor, materials and incidentals) shall be included on the unit prices for services provided under this contract.

10. **CLEAN UP**

The Contractor shall keep the work site free from accumulations of waste materials, rubbish and debris from and about the work site as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the work site clean and safe at all times. **All applicable Florida Department of Environmental Protection's regulations shall be followed at all times.**

The Contractor shall restore to their original condition those portions of the work site, not designated for alteration by contract documents such as staging and stockpile areas. This shall include returning the area to the proper grade and slope as well as replacing sod, etc. prior to leaving the area.

11. **QUALITY INSTALLATION INSPECTION**

Following installation the Contractor shall notify the County the work is complete. The County Representative and the Contractor shall meet at the site and conduct the installation inspection. The County Representative shall record any deficient items and provided in writing to the Contractor for corrective action. The Contractor shall have 48 hours to make corrections. Upon completion, the Contractor will notify the County Representative for re-inspection. **Re-inspection fees will apply if a third inspection is required. If a re-inspection is required, the County will assess and eighty-dollar (\$80.00) fee to the Contractor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection after the first inspection.** The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that delivery order. Upon County acceptance of installation, the work order will be signed. The Contractor shall be responsible for removal of work determined not to be in compliance with these requirements at no cost to the County.

The contractor shall notify residents of any damages (irrigation, utilities, etc.) and shall repair damages immediately. **The contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs.** No additional compensation shall be provided to the contractor for repair to damages as specified above.

All work areas including areas with debris shall be barricaded at all times. No open areas shall be left open during Holidays of Holiday weekends. When pedestrian traffic is impeded by work operations; barricades, restrictive tape, or other restraints shall be used to keep pedestrians from the work site.

12. FINAL INSPECTION

Final inspection shall occur upon written notice from the Contractor that the project is complete; the County's Representative will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies within two (2) workdays or as agreed to by the County's Representative and before final acceptance and payment is made. **If a re-inspection is required, the County will assess and eighty-dollar (\$80.00) fee to the Contractor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection after the first inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that delivery order.**

Upon County acceptance of final inspection, the work order will be signed and the project is thereby approved by the County and the Contractor may invoice.

13. MEASUREMENT AND PAYMENT

All measurement for payment shall be based on the completed work performed in strict accordance with contract documents and specifications. All work completed under this contract shall be measured by the Contractor in the presence of the County's Representative. Maintenance of Traffic and Mobilization shall be included in the unit prices for services.

14. FINAL INSPECTION FOR PAYMENT

After the Contractor has corrected all deficiencies to the satisfaction of the County's Project Manager or designee, the Contractor shall submit a final invoice for services provided.

The Contractor shall submit with the final invoice for each project effective final release or waivers of lien from the Contractor and all sub-contractors which performed services for the Contractor pursuant to the contract documents. The Contractor shall submit this information and the final invoice no later than two weeks (14 calendar days) after final inspection and acceptance has been made.

**BID RESPONSE FORM
IFB #Y18-1107-AH**

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

New Fence Systems Installation – Unit prices for these services shall be inclusive of materials, fabric/wood panels, posts, hardware, removal and disposal of old fences, gates and posts, etc. necessary to construct a new and proper fence.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED BID</u>
8' Height (Commercial)				
1.	With top rail (no barbed wire)	200 LF	X \$ _____/LF	= \$ _____
2.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	200 LF	X \$ _____/LF	= \$ _____
6' Height (Commercial)				
3.	With top rail (no barbed wire)	1,000 LF	X \$ _____/LF	= \$ _____
4.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	1,000 LF	X \$ _____/LF	= \$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>TOTAL ESTIMATED BID</u>
6' Height (Vinyl Coated, Color as requested) (Commercial)						
5.	With top rail (no barbed wire)	500 LF	X	\$_____/LF	=	\$_____
6.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	500 LF	X	\$_____/LF	=	\$_____
5' Height (Commercial)						
7.	With top rail (no barbed wire)	500 LF	X	\$_____/LF	=	\$_____
8.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	500 LF	X	\$_____/LF	=	\$_____
5' Height (Vinyl Coated, Color as requested) (Commercial)						
9.	With top rail (no barbed wire)	50 LF	X	\$_____/LF	=	\$_____
10.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	50 LF	X	\$_____/LF	=	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>TOTAL ESTIMATED BID</u>
4' Height (Residential – 11 ½ gauge)						
11.	With top rail (no barbed wire)	25 LF	X	\$_____/LF	=	\$_____
12.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	25 LF	X	\$_____/LF	=	\$_____

Gates for new fence systems (unit prices shall includes all items required for construction and installation)

Gates (Commercial chain link)

13.	10' wide x 5' high double wide	5 EA	X	\$_____/EA	=	\$_____
14.	10' wide x 8' high double wide	5 EA	X	\$_____/EA	=	\$_____
15.	14' wide x 6' high double wide	5 EA	X	\$_____/EA	=	\$_____
16.	14' wide x 8' high double wide	2 EA	X	\$_____/EA	=	\$_____
17.	4' wide x 5' high walk gate	2 EA	X	\$_____/EA	=	\$_____
18.	4' wide x 6' high walk gate	2 EA	X	\$_____/EA	=	\$_____
19.	20' wide x 5' high double wide	5 EA	X	\$_____/EA	=	\$_____
20.	20' wide x 6' high double wide	5 EA	X	\$_____/EA	=	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>TOTAL ESTIMATED BID</u>
Gates (Vinyl Coated, Color as requested)						
21.	10' wide x 5' high double wide	5 EA	X	\$_____/EA	=	\$_____
22.	14' wide x 6' high double wide	5 EA	X	\$_____/EA	=	\$_____
23.	4' wide x 5' high walk gate	2 EA	X	\$_____/EA	=	\$_____
24.	4' wide x 6' high walk gate	2 EA	X	\$_____/EA	=	\$_____
25.	20' wide x 5' high double wide	5 EA	X	\$_____/EA	=	\$_____
26.	20' wide x 6' high double wide	5 EA	X	\$_____/EA	=	\$_____
Cantilever Gates (Commercial Chain Link)						
27.	Gate: Cantilever 5' high for 10' opening	5 EA	X	\$_____/EA	=	\$_____
28.	Gate: Cantilever 5' high for 20' opening	5 EA	X	\$_____/EA	=	\$_____
29.	Gate: Cantilever 6' high for 10' opening	5 EA	X	\$_____/EA	=	\$_____
30.	Gate: Cantilever 6' high for 20' opening	5 EA	X	\$_____/EA	=	\$_____

Company Name

Repairs of Existing Fence: The items below are for repair of damaged sections of existing fences as requested and specified by the County’s Representative. Unit prices for these services shall be inclusive of materials, fabric/wood panels, wood/metal posts, hardware, etc. necessary to properly repair an existing fences or gates.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>	X	<u>UNIT PRICE</u>	=	<u>TOTAL ESTIMATED BID</u>
8' Height (Commercial)						
31.	With top rail (no barbed wire)	500 LF	X	\$ _____/LF	=	\$ _____
32.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	500 LF	X	\$ _____/LF	=	\$ _____
8' Height Wood Fence (including hardware)						
33.	8 ft. high wood fence (all types)	100 LF	X	\$ _____/LF	=	\$ _____
34.	8 ft. high wood board/slats fence	25 EA	X	\$ _____/EA	=	\$ _____
6' Height (Commercial)						
35.	With top rail (no barbed wire)	10,000 LF	X	\$ _____/LF	=	\$ _____
36.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	20,000 LF	X	\$ _____/LF	=	\$ _____

Company Name

TOTAL ITEM NO.	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>ESTIMATED BID</u>
6' Height (Commercial) (Vinyl Coated, Color as requested)						
37.	With top rail (no barbed wire)	1000 LF	X	\$ _____/LF	=	\$ _____
38.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	1000 LF	X	\$ _____/LF	=	\$ _____
6' Height Wood Fence (including hardware)						
39.	6' Wood Fence (all types)	100 LF	X	\$ _____/LF	=	\$ _____
40.	6' Wood Boards/Slats	25 EA	X	\$ _____/EA	=	\$ _____
5' Height (Commercial)						
41.	With top rail (no barbed wire)	5,000 LF	X	\$ _____/LF	=	\$ _____
42.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	10,000 LF	X	\$ _____/LF	=	\$ _____
5' Height (Commercial) (Vinyl Coated, Color as requested)						
43.	With top rail (no barbed wire)	500 LF	X	\$ _____/LF	=	\$ _____
44.	No top rail, no security barbed wire and fence fabric installed with barbs on top. Tension wire on the top and bottom.	500 LF	X	\$ _____/LF	=	\$ _____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>TOTAL ESTIMATED BID</u>
4' Height (Residential – 11 ½ gauge)						
45.	With top rail (no barbed wire)	50 LF	X	\$ _____/LF	=	\$ _____
46.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom.	50 LF	X	\$ _____/LF	=	\$ _____

Picket Wood Fence

47.	Picket Wood Fence (all types)	50 LF	X	\$ _____/LF	=	\$ _____
48.	Picket Wood Boards/Slats	25 EA	X	\$ _____/EA	=	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>TOTAL ESTIMATED BID</u>
Wooden Post 4"x4"						
49.	for 8 ft. high wooden fence	25 EA	X	\$ _____/EA	=	\$ _____
50.	for 6 ft. high wooden fence	25 EA	X	\$ _____/EA	=	\$ _____
51.	for picket fence	10 EA	X	\$ _____/EA	=	\$ _____

Company Name

Galvanized Posts: (includes hardware and installation)

4- dia. inch Post

52.	for 8 ft. high fence	6 EA	X	\$_____ /EA	=	\$_____
53.	for 6 ft. high fence	10 EA	X	\$_____ /EA	=	\$_____
54.	for 5 ft. high fence	10 EA	X	\$_____ /EA	=	\$_____
55.	Price for coating/matching paint	10 EA	X	\$_____ /EA	=	\$_____

3- Inch Post

56.	for 6 ft. high fence	10 EA	X	\$_____ /EA	=	\$_____
57.	for 5 ft. high fence	10 EA	X	\$_____ /EA	=	\$_____
58.	for 4 ft. high fence	5 EA	X	\$_____ /EA	=	\$_____
59.	Price for coating/matching paint	10 EA	X	\$_____ /EA	=	\$_____

2 ½- inch Post

60.	for 6 ft high fence	10 EA	X	\$_____ /EA	=	\$_____
61.	for 5 ft high fence	10 EA	X	\$_____ /EA	=	\$_____
62.	for 4 ft high fence	5 EA	X	\$_____ /EA	=	\$_____
63.	Price for coating/matching paint	10 EA	X	\$_____ /EA	=	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>TOTAL ESTIMATED BID</u>
2-inch Post						
64.	for 8 ft high fence	10 EA	X	\$_____ /EA	=	\$_____
65.	for 6 ft high fence	10 EA	X	\$_____ /EA	=	\$_____
66.	for 5 ft high fence	10 EA	X	\$_____ /EA	=	\$_____
67.	for 4 ft high fence	5 EA	X	\$_____ /EA	=	\$_____
68.	Price for coating/matching paint	10 EA	X	\$_____ /EA	=	\$_____

Gates for repaired fence systems (unit prices shall include all items required for construction and installation)

Gates (Commercial chain link)

69.	10' wide x 5' high double wide	5 EA	X	\$_____ /EA	=	\$_____
70.	10' wide x 8' high double wide	5 EA	X	\$_____ /EA	=	\$_____
71.	14' wide x 6' high double wide	10 EA	X	\$_____ /EA	=	\$_____
72.	14' wide x 8' high double wide	2 EA	X	\$_____ /EA	=	\$_____
73.	4' wide x 5' high walk gate	5 EA	X	\$_____ /EA	=	\$_____
74.	4' wide x 6' high walk gate	5 EA	X	\$_____ /EA	=	\$_____
75.	20' wide x 5' high double wide	10 EA	X	\$_____ /EA	=	\$_____
76.	20' wide x 6' high double wide	10 EA	X	\$_____ /EA	=	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED BID</u>
Gates (Vinyl Coated, Color as requested)					
77.	10' wide x 5' high double wide	5 EA	X	\$_____/EA =	\$_____
78.	14' wide x 6' high double wide	5 EA	X	\$_____/EA =	\$_____
79.	4' wide x 5' high walk gate	2 EA	X	\$_____/EA =	\$_____
80.	4' wide x 6' high walk gate	2 EA	X	\$_____/EA =	\$_____
81.	20' wide x 5' high double wide	5 EA	X	\$_____/EA =	\$_____
82.	20' wide x 6' high double wide	5 EA	X	\$_____/EA =	\$_____
Cantilever Gates (Commercial Chain Link)					
83.	Gate: Cantilever 5' high for 10' opening	5 EA	X	\$_____/EA =	\$_____
84.	Gate: Cantilever 5' high for 20' opening	5 EA	X	\$_____/EA =	\$_____
85.	Gate: Cantilever 6' high for 10' opening	5 EA	X	\$_____/EA =	\$_____
86.	Gate: Cantilever 6' high for 20' opening	5 EA	X	\$_____/EA =	\$_____
Miscellaneous					
87.	Removal/disposal of existing fence	1,000 LF	X	\$_____/LF =	\$_____
88.	Installation of posts onto concrete or wood structures (flush mounted) including hardware	25 EA	X	\$_____/EA =	\$_____
89.	Coring of posts into concrete or wood structures (imbedded) including equipment and materials for installation	25 EA	X	\$_____/EA =	\$_____

Company Name

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>		<u>UNIT PRICE</u>		<u>TOTAL ESTIMATED BID</u>
90.	Temporary Fence Panels	25 EA	X	\$_____/EA	=	\$_____
91.	Top Rail	200 LF	X	\$_____/LF	=	\$_____
92.	Cantilever Gate Rollers	10 EA	X	\$_____/EA	=	\$_____
93.	Cantilever Gate Rollers cover (top)	10 EA	X	\$_____/EA	=	\$_____
94.	Cantilever Gate Rollers cover (bottom)	10 EA	X	\$_____/EA	=	\$_____
95.	Field Fence 12 ½ Ga. 48"H	500 LF	X	\$_____/LF	=	\$_____
96.	T-Post 6 ½'	50 EA	X	\$_____/EA	=	\$_____
97.	Terminal Post 2 1/2" for 8' high fence	25 EA	X	\$_____/EA	=	\$_____
98.	Terminal Post 2 1/2" for 6' high fence	25 EA	X	\$_____/EA	=	\$_____
99.	Terminal Post 2 1/2" for 5' high fence	25 EA	X	\$_____/EA	=	\$_____
100.	Terminal Post 2 1/2" for 8' high vinyl fence	10 EA	X	\$_____/EA	=	\$_____
101.	Terminal Post 2 1/2" for 6' high vinyl fence	10 EA	X	\$_____/EA	=	\$_____
102.	Terminal Post 2 1/2" for 5' high vinyl fence	10 EA	X	\$_____/EA	=	\$_____
103.	Misc. Repairs	100 HRS	X	\$_____/HR	=	\$_____
104.	Emergency Mobilization	10 EA	X	\$_____/EA	=	\$_____
TOTAL ESTIMATED BID (LINES 1-104)						\$_____

Company Name

Indicate if items are to be delivered:
via common carrier* _____ or Owned/Hired Vehicle _____

*If delivery will occur via common carrier, insurance requirements are not applicable. If delivery will occur via owned or hired vehicles, insurance requirements are applicable.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery/Performance shall be not later than three (3) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Alina Hernández Fernández, Purchasing Agent, at Alina.Hernandez@ocfl.net

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.
- D. Examples: Bid Deposit, Sub-contractor, per Special Terms and Conditions.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person: _____	
Telephone Number: _____	Cell Phone Number: _____
Residence Telephone Number: _____	Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name Title Telephone Number/Email

(Signature)

(Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture ____ Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

REFERENCES

List four (4) clients during the past five (5) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. The same client entity shall not be used more than once.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address:
Linear feet of new fence installation (at least 10,000 LF):
Linear feet of repairs of existing fence installation (at least 20,000 LF):
Total amount of work completed per year:
Total dollar amount for services per year:

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided:

Contract Amount:

Start and End Date of Contract:

Contact Person:

Address:

Telephone Number:

Email Address:

Linear feet of new fence installation (at least 10,000 LF):

Linear feet of repairs of existing fence installation (at least 20,000 LF):

Total amount of work completed per year:

Total dollar amount for services per year:

3. Company Name:

Owner's Name:

Description of goods or services provided:

Contract Amount:

Start and End Date of Contract:

Contact Person:

Address:

Telephone
Number: _____

Email Address: _____

Linear feet of new
fence installation
(at least 10,000
LF): _____

Linear feet of
repairs of existing
fence installation
(at least 20,000
LF): _____

Total amount of
work completed
per year: _____

Total dollar
amount for
services per year: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services
provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address:
Linear feet of new fence
installation (at least 10,000
LF):

Linear feet of repairs of
existing fence installation
(at least 20,000 LF):

Total amount of work
completed per year:
Total dollar amount for
services per year:

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y18-1107-AH

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Is the SubContractor a Certified M/WBE with Orange County Government?	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y18-1107-AH

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y18-1107-AH, Fence Installation and Repair**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

___ **YES** ___ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term

includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the

BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State
of _____
My Commission
Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRA TJON DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

**POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.