

**Issue Date: May 4, 2016**

**INVITATION FOR BIDS #Y16-1075-LC**

**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 REPAIRS  
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, May 26, 2016**, 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>

Johnny M. Richardson, CPPO, CFCM  
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 Linda Carson, Senior Purchasing Agent at [Linda.Carson@ocfl.net](mailto:Linda.Carson@ocfl.net).

## TABLE OF CONTENTS

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
GENERAL TERMS AND CONDITIONS	2-15
SPECIAL TERMS AND CONDITIONS	16-28
SCOPE OF SERVICES	29-36
TECHNICAL PROVISIONS	37-45
BID RESPONSE FORM	46-59
EMERGENCY CONTACTS	60
ACKNOWLEDGEMENT OF ADDENDA	60
AUTHORIZED SIGNATORIES/NEGOTIATORS	61
REFERENCES	62-64
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 [Linda.Carson@ocfl.net](mailto:Linda.Carson@ocfl.net), no later than 5:00 PM Friday, May 20, 2016 to the attention of Linda Carson, 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. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE 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. FLORIDA PREFERENCE**

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

## 17. 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.**

## 18. 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.



**19. 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.

**20. 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.

**21. 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](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.

**22. DRUG-FREE WORKPLACE FORM**

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

**23. 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".

**24. CONFLICT OF INTEREST FORM**

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

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. ASSISTANCE WITH SPECIFICATIONS**

Any prospective bidder who assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid response page.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many 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.

**42. 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.

**43. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

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 :**

**Teresa Miller, Procurement Public Records Liaison**  
**400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801**  
**407-836-5897**  
[Teresa.Miller@ocfl.net](mailto:Teresa.Miller@ocfl.net)



## **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. Attachment A.
- The Bidder shall submit with the bid 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 repaired 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 referenced form. Each similar project listed shall be listed with complete information as specifically provided on the Reference Form (Attachment A). Do not attach listings of reference information
  - Bidder shall have performed a minimum of 10,000 linear feet of new fence installation and 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.
  - 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. Attachment B.
- 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 plan shall outline the bidder's approach to independent performance of work in Lot A and Lot B. to include assurance that they can satisfactory perform within the terms and conditions of the contract. The Resource List shall contain the minimum components 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. Failure of a bidder to provide an acceptable Management Plan and Resource List may delay or prevent an award of this contract. Attachment C.

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 upon contract award.
- 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. **PERFORMANCE**

**Performance time is of the essence in the award of this Invitation for Bids.** The Contractor shall submit their quote within one (1) working day after the onsite meeting. A Delivery Order will be issue for each project. The Delivery Order will contain a start date and completion date that will be mutually agreed to between the County and the Vendor at the onsite meeting. **No work shall begin until a delivery order has been issued to the Vendor.** Bids submitted which fail to meet this requirement shall be cause for rejection.

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. LIQUIDATED DAMAGES**

Should the Contractor fail to make delivery of the goods or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of \$200.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

**11. 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.**

**12. 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.

**13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Any good delivered under a contract resulting from this bid shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS 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.

**14. CODES AND REGULATIONS**

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

**15. PAYMENT**

Partial payments in the full amount for the value of items 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, Florida Prompt Payment Act. Payment for accepted equipment/supplies/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, 2<sup>nd</sup> Floor  
Orlando, FL 32839-9205  
Phone (407) 836-7721

In the event additional County Departments/Division 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**

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:
  - o Occupational Safety and Health Act (OSHA)
  - o National Institute for Occupational Safety & Health (NIOSH)
  - o National Fire Protection Association (NFPA)
  - o 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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://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 \$500,000 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, 2<sup>nd</sup> 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 two (2) 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. PRICE ESCALATION/DE-ESCALATION (PPI)**

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

The original contract prices shall be firm for the entirety of the initial (one 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 Producer Price Index (PPI) – Industry Data, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov). Contractor shall utilize the North American Industry Classification System (NAICS) to identify the industry code most similar to the contracted commodity for the required calculation below. This information is available at [www.census.gov/eos/www/naics/](http://www.census.gov/eos/www/naics/).

Price adjustment shall be calculated by applying the simple percentage model to the PPI 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 PPI 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:

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

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

**PPI Calculation Example:**

PPI for current period	232.945
Less PPI for base period	229.815
Equals index point change	3.130
Divided by base period PPI	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 PPI – Industry Data 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. Only final PPI data will be used to adjust contract pricing.

Should the PPI – Industry Data 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 same 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.

**22. 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.

**23. 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.

**24. 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 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 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 an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.**

**25. 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.

**26. 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.

**27. INDEFINITE QUANTITY CONTRACT**

- A. This is an indefinite quantity contract for the services specified. The quantities of services specified are estimates only and are not purchased by this contract.
- B. Performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the services up to and including the quantity designated in the schedule as the "Total Estimated Quantity." The County shall order at least the dollar amount designated in the schedule as the "Minimum Quantity" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

**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. ATTACHMENTS**

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

- A. Attachment A, References
- B. Attachment B, List of Personnel
- C. Attachment C, Management Plan and Resource List plus list of equipment.

## FENCE INSTALLATION AND REPAIRS

### SCOPE OF SERVICES

**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 Lot A shall be performed under the supervision of the Manager of the Orange County Stormwater Management Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205; (407) 836-7919. Lot B is for Countywide use and will be supervised by the Departments/Division that issues a Deliver Order for that lot.
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 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 shall 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 obtain 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 will be entitled at all times to be advised, at their request, as to the status and details of the work being completed by the Contractor in a format require. 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. The Contractor shall inform the County's Representative daily as to the locations to be worked and the areas completed the previous day. In addition, written notification with details on activities to be performed during the day (e.g., saw cutting, forming, pouring, etc.) and list 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. **The Contractor shall 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 will 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 will occur the day before the day of the scheduled variance and must be agreed to by the County's Representative.**
10. No work will 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.

Should the Contractor fail to complete all work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, The Contractor shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **two hundred (\$200) dollars** for each consecutive work day after the date allowed by the Delivery Order until all the work associated with the project is 100% complete.

11. For any project released under this contract, **liquidated damages** in the amount of two hundred (200) dollars per work day may be assessed if one or more of the following conditions occur:
  - 11.1 **The project is not completed by the completion date as established in the delivery order or as authorized by the County's Representative** - Liquidated damages will start the first work day after the date the project was scheduled to be completed and will continue for each work day thereafter until the project is accepted as completed.
  - 11.2 **The Contractor does not correct deficient areas as specified within two (2) work days after the punch list is sent to the Contractor for correction** - These liquidated damages will start the third work day after notification and will continue for each work day thereafter until reported deficiencies are corrected per contract specifications.

As a courtesy to the Contractor, an email notification on liquidated damages to be assessed will be sent by the County's Representative. Should the Contractor disagree with the assessed amount, the Contractor shall immediately contact the County's Representative to discuss the reasons for disagreement. As previously specified, time extensions shall not be granted after the fact and will not be considered as part of the appeal. No revisions will be made after the Contractor has received payment for any projects.

12. The Contractor shall supervise and direct the work efficiently with due care, skill and attendance. The Contractor shall ensure that the finished work complies accurately with the specifications.
13. 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 perform all obligations and functions on County property in a professional and business-like manner and shall wear uniforms identifying the company name.
14. **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 have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English speaking 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.**

15. 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 shall include Orange County's Government Information Number (311) and shall take place five (5) days prior to commencement of work in that area. A copy of the notification per project shall be faxed to the County's Project Manager or designee. **Failure to provide adequate notification may result in 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) they shall obtain pre-approval from the Manager, Stormwater Management Division. The Contractor shall provide their request to work the above days twenty-four (24) hours in advance.

16. **Congested traffic or unusual conditions** – Due to congested traffic or unusual conditions, the Contractor may be required to remove their operation from the right-of-way and County property at the discretion of the County's Representative. **If the Contractor is required to remove their 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 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 will be at the discretion of the County's Representative whether this request will be granted or not.

If the Contractor is required to remove their 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.

17. 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 shall 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.

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.

18. **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 their expense the same day of the county's determination.

The Contractor shall use amber flashing lights, back-up alarms, etc. on all equipment and their 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 will 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.

19. **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.
20. 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 will 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. The Contractor shall eliminate and prevent damages to utilities resulting from Contractor's activities.

21. 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.
22. 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.
23. **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, the Contractor shall notify the County's Representative, in writing within 2 - 3 days of request, if they have maximized their 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.

24. **MINIMUM PRODUCTION RATE** - The Contractor shall be capable of providing 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 will be based on this rate.

25. **SECURITY AND IDENTIFICATION**

- A. All costs for background investigations shall be Contractor's responsibility. The County reserves the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through [www.uscis.gov](http://www.uscis.gov)), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff shall be approved by the OCCC Security team prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows. The background checks must be performed yearly:
1. For all Contractor's staff and/or employee that will be working at any part of the Convention Center and related facilities, including Canadian Court Parking Structure, the Contractor shall perform background checks at its expense and submit them to OCCC for determining whether the employee is acceptable to be allowed to work for OCCC. The background checks must be submitted each year the contract is valid.
  2. The Contractor shall provide a level 1 (5 years) background check, dated 90 days prior to contract start, for any employees before starting work to include:
    - a. Identification Verification
    - b. Selective Service Status (registered/unregistered).
    - c. FDLE Automated Criminal Record
    - d. Clerk of Courts by County of Residence
    - e. Employment Verification
    - f. DMB by State Residence
    - g. Military Verification
    - h. Professional License and Certification Check
- Drug Screen – Five Panel
- Amphetamines  
Cocaine Metabolites  
Marijuana Metabolites  
Opiate Metabolites  
Phencyclidine
- C. Contractor's employees shall not be allowed in the OCCC without completed and approved background investigations.

- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the OCCC Representative, in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the OCCC Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the OCCC whether the employee shall continue to work at OCCC locations within this contract.
- F. The Contractor shall remove from Convention Center premises any employee who, in the opinion of the OCCC Representative, or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The OCCC Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace
- G. The Contractor shall not use employees of any temporary help-type employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- I. Access to a site shall be coordinated through the OCCC Representative.

J. **PARKING**

The OCCC will identify locations where Contractor vehicle parking is available. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified.

## TECHNICAL PROVISIONS

The scope of services is intended to cover the successful completion of the work specified. Work under this contract consists of providing all labor, 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 enwalls 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, 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 will receive notice of need (i.e. phone call, email, work order containing a map for the project area, phone call) from the County's Representative a request of an onsite meeting within forty-eight (48) hours of notification. The County's Representative or designee will 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 after the onsite meeting. The Delivery Order will contain a start date and completion date that will be mutually agreed to between the County and the Vendor at the onsite meeting.

**Emergencies** – When a project is deemed an emergency (i.e. auto accidents in busy residential neighborhoods or public safety etc.) 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 by the County's Representative. 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 as soon as the Contractor can provide the estimated quantities for the emergency work.

Costs associated with the determination of quantities, materials, recommendations, labor, and incidentals shall be included in the unit prices for services. No special compensation will be made to the Contractor to defray costs of any of the work or delays by making surveys and measurements, tests or inspections, but such costs shall be considered as having been included in the prices stipulated for the several items of work to be done under this contract. The Contractor shall bear all costs of relocating and/or re-establishing damaged or lost monuments/control structures. Prices established for work to be done shall reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

**2. QUANTITY AND FREQUENCY OF WORK**

The work specified in this contract represents the type of services to be accomplished. The Contractor will be responsible for verification; 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. UTILITIES LOCATES**

The Contractor shall be responsible for locates of utilities prior to starting operations. Tickets shall be kept on site at all times. The Contractor shall notify the 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 locates or repairs to damages as specified above.

5. **MAINTAINING CULTIVATED PLOTS**

The Contractor shall maintain in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this contract. 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. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

6. **DAMAGES BEYOND THE CONTRACT**

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 shall be encountered. The Contractor shall determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from Contractor's activities.

7. **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 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.

8. **FENCE SERVICES**

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/ft<sup>2</sup>.

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/ft<sup>2</sup>, together with necessary hardware and wire clamps meeting specified requirements. Timber posts shall meet the material requirements of Specification Section 954. Timber line posts shall be minimum 4" in diameter. Timber corners, pull, approach and end posts shall 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 shall 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.

## 9. FENCE MATERAIL

- a. Chain Link Fabric – 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-eighths (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-eighths (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.

## 10. 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.

#### 11. **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.

#### 12. **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.

#### 13. **STANDARD HOURLY LABOR RATE**

This is for miscellaneous fencing efforts not covered in Bid Items 1 through 72 in Lot A and Bid Items 1 through 76 in Lot B and shall not be used for removal of existing fencing or transportation. This rate shall be used for all related costs such as unusual fabrication, resetting and/or readjusting hardware for fence, resetting and/or readjusting hardware gate posts, resetting and/or readjusting hardware gates (all types), tension wire ties, etc. and minor brush and limb clearing, etc.

**NOTE: Clearing will not include anything in excess of three (3) inches in diameter** for work performed during the County's business days/hours, Monday through Friday, 7:00 AM to 5:00 PM.

#### 14. **NON STANDARD LABOR RATE**

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.

15. **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.

16. **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 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.

17. **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 will record any deficient items and provided in writing to the Contractor for corrective action. The Contractor shall have 48 hours to make corrections. If corrections are not accomplished within 48 hours, liquidated damages shall apply at the rate of \$200.00 per day. Upon completion, the Contractor shall 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 be responsible for damages to the turf, curbs, mailboxes, sign posts and bases, delineator posts, fences (including electronic), guys, landscaped areas, pavement, etc. The Contractor shall be responsible for restoring it to its original condition and/or replacement thereof, prior to the end of the project. Rut damaged areas shall be cut-out, backfilled with clean fill dirt and appropriate sod shall be put back. Sodded areas shall be maintained as specified in these specifications. No additional compensation will be provided to the contractor for repairs to damages as specified above.

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 will 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.**

18. **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 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.

19. **MEASUREMENT AND PAYMENT**

All measurement for payment will 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. The unit prices submitted on the Bid Response Form shall constitute full compensation for the work completed. Maintenance of Traffic and Mobilization shall be included in the unit prices for services.

20. **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. **Final invoices shall be mailed to the Fiscal Division at 4200 S. John Young Pkwy, Orlando, FL 32839. Failure to comply with proper invoicing requirements may result in termination of this contract.**

**21. PERFORMANCE ISSUES**

The County will hold the Contractor responsible for meeting all of the Contractor's obligations. If performance issues arise, the Contractor shall be responsible for providing a written corrective action plan within two (2) working days from the meeting. Failure to provide a satisfactory corrective action plan, or failure to comply with any instructions, corrective action plan, and/or an agreed plan, shall result in issuance of a Notice to Cure.

**BID REPONSE FORM  
IFB Y16-1075-LC**

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services 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.**

**LOT A, Stormwater Management Division**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL UNITS</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>ESTIMATED BID</u>
-----------------	--------------------	-------------------------------	--------------	-------------------	----------------------

**8' Height (Commercial)**

1.	With top rail (no barbed wire)	200 LF	X	\$ _____	= \$ _____
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	\$ _____	= \$ _____

**6' Height (Commercial)**

3.	With top rail (no barbed wire)	30,000 LF	X	\$ _____	= \$ _____
4.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	2,500 LF	X	\$ _____	= \$ _____

**6' Height (Vinyl Coated, Color as requested) (Commercial)**

5.	With top rail (no barbed wire)	1,700 LF	X	\$ _____	= \$ _____
6.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	1,700 LF	X	\$ _____	= \$ _____

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

**LOT A, Stormwater Management Division**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL EST. BID</b>
-----------------	--------------------	----------------------------------	-------------------	-----------------------

**5' Height (Commercial)**

7.	With top rail (no barbed wire)	80,000 LF	X \$ _____	= \$ _____
8.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	12,000 LF	X \$ _____	= \$ _____

**5' Height (Vinyl Coated, Color as requested) (Commercial)**

9.	With top rail (no barbed wire)	100 LF	X \$ _____	= \$ _____
10.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	100 LF	X \$ _____	= \$ _____

**4' Height (Residential – 11 ½ gauge)**

11.	With top rail (no barbed wire)	100 LF	X \$ _____	= \$ _____
12.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	100 LF	X \$ _____	= \$ _____

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

**Gates (Regular chain link)**

13.	10' wide x 5' high double wide	20 EA	X \$ _____	= \$ _____
14.	10' wide x 8' high double wide	5 EA	X \$ _____	= \$ _____
15.	14' wide x 6' high double wide	30 EA	X \$ _____	= \$ _____
16.	14' wide x 8' high double wide	2 EA	X \$ _____	= \$ _____
17.	4' wide x 5' high walk gate	10 EA	X \$ _____	= \$ _____
18.	4' wide x 6' high walk gate	10 EA	X \$ _____	= \$ _____

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



**LOT A, Stormwater Management Division**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>TOTAL EST. BID</b>
-----------------	--------------------	----------------------------------	-------------	--------------	-----------------------

19. 20' wide x 5' high double wide 100 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

20. 20' wide x 6' high double wide 50 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

**Gates (Vinyl Coated, Color as requested)**

21. 10' wide x 5' high double wide 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

22. 14' wide x 6' high double wide 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

23. 4' wide x 5' high walk gate 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

24. 4' wide x 6' high walk gate 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

25. 20' wide x 5' high double wide 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

26. 20' wide x 6' high double wide 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

**Cantilever Gates (Regular Chain Link)**

27. Gate: Cantilever 5' high for 10' opening 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

28. Gate: Cantilever 5' high for 20' opening 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

29. Gate: Cantilever 6' high for 10' opening 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

30. Gate: Cantilever 6' high for 20' opening 10 EA X \$\_\_\_\_\_ = \$\_\_\_\_\_

**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.**

**8' Height (Commercial)**

31. With top rail (no barbed wire) 20 LF X \$\_\_\_\_\_ = \$\_\_\_\_\_

32. No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom 20 LF X \$\_\_\_\_\_ = \$\_\_\_\_\_

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

**LOT A, Stormwater Management Division**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL EST. BID</b>
-----------------	--------------------	----------------------------------	-------------------	-----------------------

**6' Height (Commercial)**

33.	With top rail (no barbed wire)	30,000 LF	X \$ _____	= \$ _____
34.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	4,000 LF	X \$ _____	= \$ _____

**6' Height (Commercial) (Vinyl Coated, Color as requested)**

35.	With top rail (no barbed wire)	100 LF	X \$ _____	= \$ _____
36.	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 \$ _____	= \$ _____

**6' Height Wood Fence (including hardware)**

37.	6' Wood Fence, 10 foot sections	10 EA	X \$ _____	= \$ _____
38.	6' Wood Boards/Slats	50 EA	X \$ _____	= \$ _____

**5' Height (Commercial)**

39.	With top rail (no barbed wire)	10,000 LF	X \$ _____	= \$ _____
40.	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 \$ _____	= \$ _____

**5' Height (Commercial) (Vinyl Coated, Color as requested)**

41.	With top rail (no barbed wire)	50 LF	X \$ _____	= \$ _____
42.	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 \$ _____	= \$ _____

**5' Height Wood Fence**

43.	5' Wood Fence, 10 foot sections	10 EA	X \$ _____	= \$ _____
44.	5' Wood Boards/Slats	50 EA	X \$ _____	= \$ _____

---

Company Name

**LOT A, Stormwater Management Division**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>		<b>UNIT PRICE</b>	<b>TOTAL EST. BID</b>
<b>4' Height (Residential – 11 ½ gauge)</b>					
45.	With top rail (no barbed wire)	50 LF	X	\$ _____	= \$ _____
<b>4' Height (Residential – 11 ½ gauge), continued</b>					
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	\$ _____	= \$ _____
<b>4' Wood Fence</b>					
47.	4' Wood Fence, 10 foot sections	10 EA	X	\$ _____	= \$ _____
48.	4' Wood Boards/Slats	50 EA	X	\$ _____	= \$ _____
49.	Top Rail	500 LF	X	\$ _____	= \$ _____
50.	Cantilever gate rollers	10 EA	X	\$ _____	= \$ _____
51.	Cantilever gate roller cover (top)	10 EA	X	\$ _____	= \$ _____
52.	Cantilever gate roller cover (bottom)	10 EA	X	\$ _____	= \$ _____
<b>Wooden Post 4"x4"</b>					
53.	For 6 ft. high wooden fence	25 EA	X	\$ _____	= \$ _____
54.	For 5 ft. high fence	10 EA	X	\$ _____	= \$ _____
55.	For 4 ft. high fence	10 EA	X	\$ _____	= \$ _____
<b>Galvanized Posts: (includes hardware and installation)</b>					
<b>4- dia. inch Post</b>					
56.	For 8 ft. high fence	6 EA	X	\$ _____	= \$ _____
57.	For 6 ft. high fence	200 EA	X	\$ _____	= \$ _____
58.	For 5 ft. high fence	100 EA	X	\$ _____	= \$ _____
59.	Price for coating/matching paint	40 EA	X	\$ _____	= \$ _____

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

**LOT A, Stormwater Management Division**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>TOTAL EST. BID</b>
<b>3- Inch Post</b>					
60.	For 6 ft. high fence	100 EA	X	\$ _____	= \$ _____
61.	For 5 ft. high fence	50 EA	X	\$ _____	= \$ _____
62.	For 4 ft. high fence	50 EA	X	\$ _____	= \$ _____
63.	Price for coating/matching paint	30 EA	X	\$ _____	= \$ _____
<b>2 1/2- inch Post</b>					
64.	For 6 ft high fence	300 EA	X	\$ _____	= \$ _____
65.	For 5 ft high fence	300 EA	X	\$ _____	= \$ _____
66.	For 4 ft high fence	10 EA	X	\$ _____	= \$ _____
67.	Price for coating/matching paint	50 EA	X	\$ _____	= \$ _____
<b>2-inch Post</b>					
68.	For 8 ft high fence	10 EA	X	\$ _____	= \$ _____
69.	For 6 ft high fence	200 EA	X	\$ _____	= \$ _____
70.	For 5 ft high fence	200 EA	X	\$ _____	= \$ _____
71.	For 4 ft high fence	25 EA	X	\$ _____	= \$ _____
72.	Price for coating/matching paint	400 EA	X	\$ _____	= \$ _____
<b>Miscellaneous</b>					
73.	Removal/disposal of existing fence	1,000 LF	X	\$ _____	= \$ _____
74.	Installation of posts onto concrete or wood structures (flush mounted) including hardware	100 EA	X	\$ _____	= \$ _____
75.	Coring of posts into concrete or wood structures (imbedded) including equipment and materials for installation	100 EA	X	\$ _____	= \$ _____

---

Company Name

**LOT A, Stormwater Management Division**

<b>ITEM NO.</b>	<b><u>DESCRIPTION</u></b>	<b>ESTIMATED ANNUAL <u>QUANTITY</u></b>	<b>UNIT <u>PRICE</u></b>	<b>TOTAL EST. BID</b>
76.	Standard hourly labor rate, Monday through Friday, 7:00 AM to 5:00 PM <b>(not to be used for removal or debris disposal)</b>	1,500 HRS X	\$ _____	= \$ _____
77.	Non-Standard hourly labor rate, (all hours excluded in 62) <b>(not to be used for removal or debris disposal)</b>	100 HRS X	\$ _____	= \$ _____

**TOTAL ESTIMATED BID OF LOT A** \$ \_\_\_\_\_

**LOT B, COUNTYWIDE**

1.	With top rail (no barbed wire)	200 LF X	\$ _____	= \$ _____
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	\$ _____	= \$ _____

**6' Height (Commercial)**

3.	With top rail (no barbed wire)	1,000 LF X	\$ _____	= \$ _____
4.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	1,LF X	\$ _____	= \$ _____

**6' Height (Vinyl Coated, Color as requested) (Commercial)**

5.	With top rail (no barbed wire)	500 LF X	\$ _____	= \$ _____
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	\$ _____	= \$ _____

---

Company Name

**LOT B, COUNTYWIDE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL EST. BID</b>
-----------------	--------------------	----------------------------------	-------------------	-----------------------

**5' Height (Commercial)**

7.	With top rail (no barbed wire)	500 LF	X \$ _____	= \$ _____
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 \$ _____	= \$ _____

**5' Height (Vinyl Coated, Color as requested) (Commercial)**

9.	With top rail (no barbed wire)	3,000 LF	X \$ _____	= \$ _____
10.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	1,500F	X \$ _____	= \$ _____

**4' Height (Residential – 11 ½ gauge)**

11.	With top rail (no barbed wire)	500 LF	X \$ _____	= \$ _____
12.	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 \$ _____	= \$ _____

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

**Gates (Regular chain link)**

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

---

Company Name

**LOT B, COUNTYWIDE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>TOTAL EST. BID</b>
19.	20' wide x 5' high double wide	100 EA	X	\$ _____	= \$ _____
20.	20' wide x 6' high double wide	50 EA	X	\$ _____	= \$ _____
<b>Gates (Vinyl Coated, Color as requested)</b>					
21.	10' wide x 5' high double wide	25 EA	X	\$ _____	= \$ _____
22.	14' wide x 6' high double wide	10 EA	X	\$ _____	= \$ _____
23.	4' wide x 5' high walk gate	10 EA	X	\$ _____	= \$ _____
24.	4' wide x 6' high walk gate	25EA	X	\$ _____	= \$ _____
25.	20' wide x 5' high double wide	10 EA	X	\$ _____	= \$ _____
26.	20' wide x 6' high double wide	10 EA	X	\$ _____	= \$ _____
<b>Cantilever Gates (Regular Chain Link)</b>					
27.	Gate: Cantilever 5' high for 10' opening	10 EA	X	\$ _____	= \$ _____
28.	Gate: Cantilever 5' high for 20' opening	10 EA	X	\$ _____	= \$ _____
29.	Gate: Cantilever 6' high for 10' opening	10 EA	X	\$ _____	= \$ _____
30.	Gate: Cantilever 6' high for 20' opening	10 EA	X	\$ _____	= \$ _____
<b>Miscellaneous Gates and Woven polypropylene for OCCC</b>					
31.	Cantilever 6' high for 6' opening fits 1-5/8 & 2' pipe track 5" malleable wheel, rear wheel	5 EA	X	\$ _____	= \$ _____
32.	Cantilever 10' high for 6' opening fits 1-5/8 & 2' pipe track 5" malleable wheel, rear wheel	5 EA	X	\$ _____	= \$ _____
33.	Woven polypropylene fabric 5' 8" high Reinforced border with binding & grommets All 4 sides are edged (taped) with grommets 18" apart	1000 FT	X	\$ _____	= \$ _____

---

Company Name

**LOT B, COUNTYWIDE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL EST. BID</b>
---------------------	--------------------	--	-----------------------	---------------------------

**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.**

**8' Height (Commercial)**

34.	With top rail (no barbed wire)	20 LF	X \$ _____	= \$ _____
35.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	20 LF	X \$ _____	= \$ _____

**6' Height (Commercial)**

36.	With top rail (no barbed wire)	5,000 LF	X \$ _____	= \$ _____
37.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	2,500 LF	X \$ _____	= \$ _____

**6' Height (Commercial) (Vinyl Coated, Color as requested)**

38.	With top rail (no barbed wire)	100 LF	X \$ _____	= \$ _____
39.	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 \$ _____	= \$ _____

**6' Height Wood Fence (including hardware)**

40.	6' Wood Fence, 10 foot sections	25 EA	X\$ _____	= \$ _____
41.	6' Wood Boards/Slats	25 EA	X \$ _____	= \$ _____

**5' Height (Commercial)**

42.	With top rail (no barbed wire)	500 LF	X \$ _____	= \$ _____
43.	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 \$ _____	= \$ _____

---

Company Name



**LOT B, COUNTYWIDE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL EST. BID</b>
<b>5' Height (Commercial) (Vinyl Coated, Color as requested)</b>				
44.	With top rail (no barbed wire)	1,500 LF	X \$ _____	= \$ _____
45.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	1,500 LF	X \$ _____	= \$ _____
<b>5' Height Wood Fence</b>				
46.	5' Wood Fence, 10 foot sections	25 EA	X \$ _____	= \$ _____
47.	5' Wood Boards/Slats	250 EA	X \$ _____	= \$ _____
<b>4' Height (Residential – 11 ½ gauge)</b>				
48.	With top rail (no barbed wire)	500 LF	X \$ _____	= \$ _____
<b>4' Height (Residential – 11 ½ gauge), continued</b>				
49.	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 \$ _____	= \$ _____
<b>4' Wood Fence</b>				
50.	4' Wood Fence, 10 foot sections	25 EA	X \$ _____	= \$ _____
51.	4' Wood Boards/Slats	250 EA	X \$ _____	= \$ _____
52.	Top Rail	500 LF	X \$ _____	= \$ _____
53.	Cantilever gate rollers	10 EA	X \$ _____	= \$ _____
54.	Cantilever gate roller cover (top)	10 EA	X \$ _____	= \$ _____
55.	Cantilever gate roller cover (bottom)	10 EA	X \$ _____	= \$ _____
<b>Wooden Post 4"x4"</b>				
56.	For 6 ft. high wooden fence	25 EA	X \$ _____	= \$ _____

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

**LOT B, COUNTYWIDE**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>		<u>UNIT PRICE</u>	=	<u>TOTAL EST. BID</u>
57.	For 5 ft. high fence	10 EA	X	\$ _____	=	\$ _____
58.	For 4 ft. high fence	10 EA	X	\$ _____	=	\$ _____

**Galvanized Posts: (includes hardware and installation)**

**4- dia. inch Post**

59.	For 8 ft. high fence	25 EA	X	\$ _____	=	\$ _____
60.	For 6 ft. high fence	25EA	X	\$ _____	=	\$ _____
61.	For 5 ft. high fence	25EA	X	\$ _____	=	\$ _____
62.	For 4 ft. high fence	25EA	X	\$ _____	=	\$ _____
63.	Price for coating/matching paint	75EA	X	\$ _____	=	\$ _____

**3- Inch Post**

64.	For 6 ft. high fence	50 EA	X	\$ _____	=	\$ _____
65.	For 5 ft. high fence	50 EA	X	\$ _____	=	\$ _____
66.	For 4 ft. high fence	50 EA	X	\$ _____	=	\$ _____
67.	Price for coating/matching paint	150 EA	X	\$ _____	=	\$ _____

**2 ½- inch Post**

68.	For 6 ft high fence	250 EA	X	\$ _____	=	\$ _____
69.	For 5 ft high fence	100 EA	X	\$ _____	=	\$ _____
70.	For 4 ft high fence	100 EA	X	\$ _____	=	\$ _____
71.	Price for coating/matching paint	450 EA	X	\$ _____	=	\$ _____

---

Company Name

**LOT B, COUNTYWIDE**

<b>ITEM NO.</b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED ANNUAL QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>PRICE</u></b>	<b><u>TOTAL EST. BID</u></b>
<b>2-inch Post</b>					
72.	For 8 ft high fence	50 EA	X	\$_____	= \$_____
73.	For 6 ft high fence	50 EA	X	\$_____	= \$_____
74.	For 5 ft high fence	200 EA	X	\$_____	= \$_____
75.	For 4 ft high fence	50 EA	X	\$_____	= \$_____
76.	Price for coating/matching paint	300 EA	X	\$_____	= \$_____
<b>1 ½ inch – Post</b>					
77.	for 6 ft high fence	100 EA	X	\$_____	= \$_____
78.	for 5 ft high fence	50 EA	X	\$_____	= \$_____
79.	for 4 ft high fence	100 EA	X	\$_____	= \$_____
80.	price for coating/matching paint	50 EA	X	\$_____	= \$_____
<b>Miscellaneous</b>					
81.	Removal/disposal of existing fence	2,000 LF	X	\$_____	= \$_____
82.	Installation of posts onto concrete or wood structures (flush mounted) including hardware	100 EA	X	\$_____	= \$_____
83.	Coring of posts into concrete or wood structures (imbedded) including equipment and materials for installation	100 EA	X	\$_____	= \$_____
84.	Standard hourly labor rate, Monday through Friday, 7:00 AM to 5:00 PM <b>(not to be used for removal or debris disposal)</b>	3,000 HRS	X	\$_____	= \$_____
85.	Non-Standard hourly labor rate, (all hours excluded in 62) <b>(not to be used for removal or debris disposal)</b>	100 HRS	X	\$_____	= \$_____
<b>TOTAL ESTIMATED BID OF LOT B</b>				\$_____	

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

**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 #7.

Inquiries regarding this Invitation for Bids may be directed to Linda Carson, Senior Purchasing Agent, at [Linda.Carson@ocfl.net](mailto:Linda.Carson@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 #1.
- C. Completed attached reference documentation. Attachment A.

**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><b>EMERGENCY CONTACT</b></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 \_\_\_\_\_

## ATTACHMENT "A"

### REFERENCES

List four (4) customers during the past five (5) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Owner's Name: \_\_\_\_\_
  - a. Description of goods or services provided: \_\_\_\_\_  
\_\_\_\_\_
  - b. Contract Amount: \_\_\_\_\_
  - c. Project Amount: \_\_\_\_\_
  - d. Amount of work completed per year \_\_\_\_\_
  - e. Date services completed: \_\_\_\_\_
  - f. Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
2. Owner's Name: \_\_\_\_\_
  - a. Description of goods or services provided: \_\_\_\_\_  
\_\_\_\_\_
  - b. Contract Amount: \_\_\_\_\_
  - c. Project Amount: \_\_\_\_\_
  - d. Amount of work completed per year \_\_\_\_\_
  - e. Date services completed: \_\_\_\_\_

- f. Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

3. Owner's Name: \_\_\_\_\_

- a. Description of goods or services provided: \_\_\_\_\_  
\_\_\_\_\_
- b. Contract Amount: \_\_\_\_\_
- c. Project Amount: \_\_\_\_\_
- d. Amount of work completed per year \_\_\_\_\_
- e. Date services completed: \_\_\_\_\_
- f. Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

4. Owner's Name: \_\_\_\_\_

- a. Description of goods or services provided: \_\_\_\_\_  
\_\_\_\_\_
- b. Contract Amount: \_\_\_\_\_
- c. Project Amount: \_\_\_\_\_
- d. Amount of work completed per year \_\_\_\_\_



e. Date services completed: \_\_\_\_\_

f. Contact Person: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



**ATTACHMENT "C"**

**MANAGEMENT PLAN**

**(See Special Terms and Conditions, Qualification of Bidders,  
E. Management Plan and Resource List)**



## 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. Y16-1075-LC**

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.

<b>Name Of Subcontractor</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent of Contract Amount to be Subcontracted</b>

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.Y16-1075-LC

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.Y16-1075-LC, Fence Installation and Repairs**, 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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 1. Name of Agent or Broker Street Address City, State, Zip	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
<b>INSURED</b> 2. Name of Insured Street Address City, State, Zip	INSURER A:	
	INSURER B:	
	INSURER C: 3.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSUR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> 9. <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED.    RETENTION \$						WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
11.	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 10.    Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<b>CERTIFICATE HOLDER</b> 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 14.

© 1988-2010 ACORD CORPORATION. All rights reserved.

## 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)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
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 you 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 <sup>nd</sup> 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 you 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

2<sup>ND</sup> 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, 2<sup>ND</sup> 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, 2<sup>nd</sup> 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.