


MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: June 23, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with
KMG Fence, LLC, for Fence Installation and Repairs
Contract No. 001128

Board approval is requested to execute an agreement with KMG Fence, LLC (KMG), in the amount of \$143,635.00 to install and repair fence at various locations throughout the system.

This will be a cooperative purchase (piggyback) agreement based on a contract between KMG and Orange County for the same services which will allow us to take advantage of the favorable bid prices received by Orange County.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
FENCE INSTALLATION AND REPAIR
CONTRACT NO. 001128**

This Contract is made this 9th day of July, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and KMG FENCE, LLC, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide fence installation and repair services; and

WHEREAS, on or about May 1, 2015, the CONTRACTOR entered into an agreement with Orange County, Florida to provide the same services as required by the AUTHORITY; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with Orange County for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Orange County; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with Orange County, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE CONTRACT WITH ORANGE COUNTY

The parties adopt the terms and conditions in the Contract with Orange County ("Orange County Contract") attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms, "Orange County Public Works Department," "Orange County", "the County", "Board of County Commissioners", and "Manager, Procurement Division" in the Orange County Contract shall be replaced with the "Central Florida Expressway Authority," "the AUTHORITY," or "CFX."

2.2 The first paragraph of Article 22 of the Special Terms and Conditions entitled, "Contract Term/Renewal," in the Orange County Contract shall be replaced with the following: "This Agreement shall be effective for an initial term commencing on ___, 2015, and shall continue through ___, 20___, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of the AUTHORITY. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term." The remaining paragraphs in Article 22 of the Orange County Contract remain unchanged, but for the substitutions set forth above.

2.3 In Article 21 of the Special Terms and Conditions entitled, "Insurance Requirements", the certificate holder shall be the Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

3. SERVICES TO BE PROVIDED. The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with Orange County. For ease of reference, the rates are reiterated on the Price Sheet attached hereto.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's Contract with Orange County.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

6. PUBLIC RECORDS

CONTRACTOR is required to comply with the Public Records Act in Chapter 119, Florida Statutes, as and to the extent applicable. Upon receipt of any request by a member of the public for any documents, papers, letters, or other material that constitute public records subject to the provisions of Chapter 119, Florida Statutes, and have been made or received by CONTRACTOR in conjunction with this Contract, CONTRACTOR shall immediately notify the AUTHORITY. To the extent that such request seeks non-exempt public records, CONTRACTOR shall provide such records for inspection and copying in compliance with Chapter 119. To the extent that such request seeks exempt or confidential public records, CONTRACTOR shall assert the applicable exemption and statutory citation. A refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY. In addition, within six (6) months of final record activity in a file, CONTRACTOR shall transmit the file, including all public records and originals in that file, to the AUTHORITY.

7. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that AUTHORITY officials and employees are subject to the Statutory Code of Ethics codified in Chapter 112, Part III, and the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

10. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

12. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

13. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

13.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

13.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

14. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the Authority's Board of Directors at its meeting on July 9, 2015.

APPROVED BY:

KMG FENCE, LLC

By: _____

Print Name and Title

Attest: _____(Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

**** PRICE SHEET ****
FENCE REPAIR & REPLACEMENT SERVICES - CFX CONTRACT NO. 001128

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL COST
1	10,000	LF	6' FENCE (NO TOP RAIL OR BARBED WIRE) (OC ITEM #4)	\$10.70	\$107,000.00
2	1,000	LF	6' FENCE VINYL COATED (NO TOP RAIL OR BARBED WIRE) (OC ITEM #8)	\$12.36	\$12,360.00
3	10	EA	GATE, REGULAR CHAIN LINK WITH ALL HARDWARE, 14' WIDE x 6' HIGH DOUBLE WIDE) (OC ITEM #22)	\$440.00	\$4,400.00
4	2	EA	GATE, VINYL COATED COLOR AS REQUESTED WITH ALL HARDWARE, 14' WIDE x 6' HIGH DOUBLE WIDE) (OC ITEM # 28)	\$600.00	\$1,200.00
5	20	EA	4" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 34)	\$120.00	\$2,400.00
6	20	EA	3" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 38)	\$25.00	\$500.00
7	50	EA	2" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 46)	\$5.50	\$275.00
8	100	EA	1 1/2" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 50)	\$5.00	\$500.00
9	5,000	LF	REMOVAL AND DISPOSAL OF EXISTING FENCE (OC ITEM # 55A)	\$1.00	\$5,000.00
18	N/A	N/A	WORK ORDER ALLOWANCE	N/A	\$10,000.00
TOTAL AMOUNT					\$143,635.00



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32801-1393
407-836-5635 • Fax: 407-836-5899 • <http://www.ocfl.net>

**TERM CONTRACT NO.Y15-191
Fence Installation and Repairs**

TO: KMG Fence, LLC
1031 Crown Park Circle
Winter Garden, FL 34787

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y15-191-LC, Fence Installation and Repairs - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **May 1, 2015** and shall remain in effect through **April 30, 2016**. The estimated contract award for this period is \$1,965,975.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

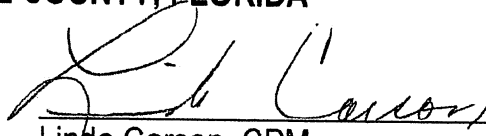
LOT A
Orange County Public Works Department
Fiscal Administrative Services
4200 S. John Young Parkway, 2nd Floor
Orlando, FL 32839-9205
Phone (407) 836-7721

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

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.
6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY:



Linda Carson, CPM
Procurement Division

DATE:

3-26-15

Issue Date: December 4, 2014

INVITATION FOR BIDS #Y15-191-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), Tuesday, December 30, 2014**, 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.

*List of Equipment
List of Personnel
Copy of License
Request insurance
Authorize form*

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EXHIBIT C

Request insurance
Cert.

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

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

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

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

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

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, no later than 5:00 PM Thursday, December 18, 2014 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. 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.

4. 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.

5. NO BID

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

20. 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".

21. CONFLICT OF INTEREST FORM

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

22. 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.

23. 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:

J

- A. Invitation for Bids Number Y15-191-LC
B. Hour and Date of Opening January 6, 2014 2:00 P.M.
C. Name of Bidder KMG fence (Label)

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.

24. 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.

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services 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.

26. ASSISTANCE WITH SCOPE OF WORK/SERVICES

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

27. 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.

28. 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.

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.

14. 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 a 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 shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

15. 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.

16. 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.

17. 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.

18. PUBLIC ENTITY CRIME

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

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

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

19. DRUG-FREE WORKPLACE FORM

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

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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 services 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 services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

34. 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.

35. 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.

36. **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.

37. **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.

38. 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.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall 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.
- B. List of equipment and facilities available to do the work.
- C. List of personnel, by name and title, contemplated to perform the work.
- D. 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.

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 service(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. LOT BY LOT 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. Bidders may bid on one or more lots. It is the County's intent to award two contracts to separate bidders. However, the low bidders may elect one or more of the following options:

- a. Bidder Low on a specific Lot – Bidder shall be considered for award of the specific lot.
- b. Bidder Low on All Lots – In lieu of seeking award for all lots, Bidder may select the specific lot they desire to be awarded. If a specific lot is selected, the low second low responsive and responsible bidder for the other lot will be considered for award of that lot.
- c. Bidder Low on all Lots – Bidder may seek award of both lots.

If the Bidder seeks award of all lots, Bidder will be required to provide a management plan to include a list of resources available for performance of the contract resulting from this solicitation and all current Orange County contracts the Bidder is performing and those projected to be awarded. The management plan shall outline the Bidder's approach to ensure satisfactory performance of all lots within the terms and conditions of the contract. Also, the plan shall include the bidder's approach to ensure satisfactory performance on all other County current and projected contracts. **At a minimum, the management plan shall include –**

- a. **The bidder's basic approach to the management of the contracts.**
- b. **An organization chart showing a reporting hierarchy of staff and subcontractors (if any) identifying the key individuals responsible for the work, whether they will be assigned to both lots or to individual lots. A separate organization chart for all other County contracts – current and projected – will also be provided.**
- c. **A complete list of equipment to be dedicated to the contract resulting from the solicitation with applicable vehicle identification numbers. A separate list of equipment for all other County contracts – current and projected – will also be provided.**
- d. **A complete list of workers by skill category who will be dedicated to work under the contract resulting from this solicitation. This list shall include project management and supervisory personnel. A separate list of workers for all other County contract – current and projected – shall also be provided.**

5. **F.O.B. POINT**

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within Orange County.

6. **UNSATISFACTORY WORK**

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

10. **DELIVERY/PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **no later than three (3)** calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

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

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

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

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

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

11. **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.

12. LIQUIDATED DAMAGES

Should the Contractor fail to complete the required services 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.

13. 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 services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. 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 services rendered 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.

14. AS SPECIFIED

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

15. 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.

16. CODES AND REGULATIONS

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

17. PAYMENT

Partial payments 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, Local Government Prompt Payment Act. Payment for accepted equipment/supplies/services shall be accomplished by submission of an invoice, in duplicate, to:

LOT A

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

LOT C

Orange County Correction Department
Fiscal Services Section
O.O. Box 4970
Orlando, FL 32802-4970

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

18. 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.

19. DEBRIS

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

20. 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>

21. INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$100,000 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

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

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

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

The certificate holder shall read:

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

22. 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. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- 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.

24. 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. 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/.

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.

25. 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.

26. 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 services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

27. 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.

28. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

29. METHOD OF ORDERING

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

30. 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 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 provide 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 services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

31. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative

of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

32. 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.

SCOPE OF SERVICES

SPECIAL CONDITIONS LOT A and B

1. All work under Lot A for this contract shall be performed under the supervision of the Manager of the Orange County Roads & Drainage Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205, Phone 407-836-7874.
2. The Contractor shall coordinate operations 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. A 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 OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES.
5. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.
6. The Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures 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. The County's Representative shall be entitled at all times to be advised, by request, as to the status and details of work being completed by the Contractor in the format required by the County. The Contractor shall maintain coordination with the County's Representative at all times in the course of performing on this contract. 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.
9. The Contractor shall receive notice of need from the County's Representative. Within forty-eight (48) hours of notification, the Contractor and the County's Representative shall conduct a joint inspection of the proposed work area and discuss the scope of the work to be accomplished. For emergency projects (i.e. auto accidents in busy residential neighborhoods) the Contractor shall meet the County's Representative within (1) hour from initial notification of the emergency.

The County's Representative shall provide a map or layout of the project area at the site meeting. The Contractor within two (2) days after the meeting shall submit a detailed estimate of work to be performed including a sketch/shop drawing with the proposed chain link fence system and all appurtenances and an estimated performance period for the work to be accomplished based on the minimum production rates. The estimated performance period is subject to further adjustment if the County's Representative does not consider it reasonable due to safety reasons.

Estimates and sketches/shop drawings for emergency projects shall be submitted within twenty-four (24) hours after the meeting. Emergency projects shall be started no later than forty-eight (48) hours after County's notification of the emergency.

10. The Contractor shall consult with the County's Representative prior to any work schedule or estimated cost variance. Notification of work schedule variance shall occur the day before the day of the scheduled variance and must be agreed to by the County's Representative. Notification of estimated cost variance shall be immediately discussed with the County's Representative for resolution.
11. **No work shall begin until a Delivery Order has been issued to the contractor. Verbal orders issued by the County's Representative will be followed by a written delivery order within seven (7) days.** The Delivery Order shall contain a start date and completion date for each project released under this contract.
12. Delivery orders shall be issued for all work to be performed under this contract. Liquidated damages in the amount of two hundred (\$200) dollars per calendar day shall be assessed if one or more of the following conditions occur:
 - 12.1 The project is not completed by completion date as established in the delivery order or as authorized by the County's Representative - Liquidated damages shall start the first calendar day after the date the work was scheduled to be completed and shall continue for each calendar day thereafter until the project is accepted as completed.

- 12.2 The Contractor does not correct deficient work within two (2) calendar days after notification from the County, unless otherwise authorized by the County's Representative - These liquidated damages shall start the third calendar day after notification and will continue for each calendar day thereafter until reported deficiencies are corrected per contract specifications.
13. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible to assure quality control and that the finished work complies accurately with the specifications.
14. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on County property in a professional and business-like manner and must wear uniforms identifying the company name.
15. The Contractor shall designate a competent representative who will not be replaced without written notice to the County's Project Manager or designee at least twenty-four (24) hours before the change. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English language. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor. All verbal communications will 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, blackberry, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.

The use of subcontractors does not relieve the Contractor from this contract requirement.

16. 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. Copy of 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 shall be performed on Saturdays, Sundays or Federal, State, and 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) the Contractor shall obtain pre-approval from the County's Representative.

17. Due to congested traffic or unusual conditions, the Contractor may be required to remove operations from the right-of-way and County property at the discretion of the County's Representative. If the Contractor is required to remove operations 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-half (1/2) day be added to the performance period, otherwise no adjustment shall be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the County's Representative will determine and authorize the extension. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the project and will notify the Contractor.
18. 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 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. Agreements for utilizing areas for staging shall 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 on 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.

19. 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 the Contractor's expense the same day of the County's determination.

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

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

20. The Contractor shall dispose of debris only in a County approved landfill 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.
21. 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 the residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.

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

22. 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.
23. **MULTIPLE CONCURRENT PROJECTS** – At any time during the contract, the Contractor shall have adequate resources to work on more than one Orange County project at the same time. 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. All work shall 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 the Contractor has maximized available 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 shall 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. **MANAGEMENT PLAN AND RESOURCE LIST** - All bidders, as part of their submittal, shall provide a detailed Management Plan and Resource List. The Resource List shall contain the minimum components (including personnel and equipment (to include asphalt patching)) for each work crew available for use on Orange County projects under this contract. The Management Plan shall describe how the Bidder 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 Bidder'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.

EQUIPMENT LIST - All bidders shall provide a list of their equipment with VIN numbers dedicated for this contract with the bid or within 24 hours of request or show proof of financial ability to acquire the equipment. If the equipment is to be purchased or leased, an agreement with a dealer or a lease company stating the availability of this equipment shall be included with the bid. This equipment shall be available for inspection at the request of the Roads & Drainage Division.

26. **REFERENCES/EXPERIENCE** – The Bidder shall submit with the bid a listing of specific fence installation contracts successfully performed by the Bidder as a prime contractor. These contracts shall 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 within the last three (3) years as described in contract documents. Details of activities performed as part of the contracts shall be specified in the referenced form.

TECHNICAL PROVISIONS

LOT A AND B

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.

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. Unless otherwise specified, no plans are provided for work to be performed under this contract. The Contractor shall layout the work from benchmarks, control points and construction base lines established at the site, or supplied by County. All work of every description shall be laid out and checked by the Contractor who will be held solely responsible for its correctness. 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 price 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. The prices established for the 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. 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.
3. Fence services are provided generally in rural areas in conformance with Section 550 of the FDOT Specifications.

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

4. 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.
5. Unless otherwise specified, steel shall be used for posts, assemblies and other materials as part of this contract. Steel posts and braces shall be standard steel posts, galvanized at the rate of 2 oz/ft², together with necessary hardware and wire clamps meeting specified requirements.
6. Timber posts shall meet the material requirements of Specification Section 954. Timber line posts are to be minimum 4" in diameter. Timber corners, pull, approach and end posts are to be a minimum of 5" in diameter.
7. 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.
8. Fence installation shall be performed in strict compliance with all applicable FDOT and ASTM standards including wire ties, concrete bases, post assemblies, etc.
9. 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.
10. 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.
11. All posts, braces, tension wires, fabric, tie wires, 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.

12. 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.
13. 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 restore 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. Disturbed sodded areas more than 4-inches wide shall be restored to original condition by removing 1-foot along the area and re-sodding with adequate sod. 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.

All work areas including areas with debris shall be barricaded at all times. The Contractor shall not leave work areas open during Holidays, Holiday weekends, or any other non-working time. When pedestrian traffic is impeded by work operations; barricades or other restraints shall be used to keep pedestrians from the work site.

14. The Contractor shall regularly 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 will leave the site clean, safe, and ready for occupancy by the County. The Contractor shall restore to their original condition those portions of the work site, such as staging and stockpile areas, not designated for alteration by the Contract Documents. This shall include returning the area to the proper grade and slope as well as replacing sod, etc.

15. FENCE MATERIAL

- 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.

16. INSTALLATION OF POSTS

- 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 and install no more than ten (10) feet O.C.
- 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.

17. 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.
- b. When top rail is not ordered by the County's Representative, 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") inches 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") inches O.C.

18. 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 fabric and all hardware, i.e., hinges, latches, rollers, wheels and wire ties.

19. STANDARD HOURLY LABOR RATE

This is for miscellaneous fencing efforts not covered by services under this contract 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 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, 8:00 AM to 5:00 PM.

20. 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.

21. 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.

22. MEASUREMENT AND PAYMENT

All measurement for payment shall be based on the completed work performed in strict accordance with drawings 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 the services.

23. FINAL INSPECTION

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 shall correct all deficiencies within three (3) 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 an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee, shall be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee shall be deducted from the final invoice for that Delivery order.

24. FINAL INSPECTION FOR PAYMENT

After the Contractor has corrected any and 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 be required to 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 supply "as built" drawings for each project, which shall accompany the invoice. Warranties for each project shall accompany invoices; the warranties shall be for one (1) year, the start date shall be the project acceptance date found on the approved work order and the end date shall be one (1) year (365 days) later. 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. Failure to comply with proper invoicing requirements may result in termination of this contract.

25. PERFORMANCE ISSUES

The County shall hold the Contractor responsible for meeting all of the Contractor's obligations. If performance issues arise that cannot be resolved between the Contractor and the County's Representative, the matter shall be referred to the Procurement Division for appropriate action.

SUB-TOTAL Bid Items \$133,635
FOR CFX

WORK ORDER
ALLOWANCE

\$10,000
\$143,635

LOT B, COUNTYWIDE

6' Height

- | | | | |
|--|----------|------------|----------------|
| 1. No top rail, three strands of security barbed wire and fence fabric installed with barbs on top | 1,000 LF | X \$ 11.25 | = \$ 11,250.00 |
| 2. With top rail and three strands of security barbed wire | 1,000 LF | X \$ 12.46 | = \$ 12,460.00 |
| 3. With top rail (no barbed wire) | 1,000 LF | X \$ 11.91 | = \$ 11,910.00 |
| 4. With no top rail (no barbed wire) | 500 LF | X \$ 10.70 | = \$ 5,350.00 |

6' Height (Vinyl Coated, Color as requested)

- | | | | |
|--|----------|------------|----------------|
| 5. No top rail, three strands of security barbed wire and fence fabric installed with barbs on top | 500 LF | X \$ 13.75 | = \$ 6,875.00 |
| 6. With top rail and three strands of security barbed wire | 500 LF | X \$ 15.80 | = \$ 7,900.00 |
| 7. With top rail (no barbed wire) | 5,000 LF | X \$ 14.15 | = \$ 70,750.00 |
| 8. With no top rail (no barbed wire) | 2,500 LF | X \$ 12.36 | = \$ 30,900.00 |

6' Height Wood Fence

- | | | | |
|--|--------|------------|-------------|
| 9. 6' Wood Fence, 10 foot sections (repair/replacement only) no new installs | 25 EA | X \$ 20.00 | = \$ 500.00 |
| 10. 6' Wood Boards/Slats | 250 EA | X \$ 1.00 | = \$ 250.00 |

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL EST. BID
5' Height				
11.	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 \$ <u>12.10</u>	= \$ <u>6,050.00</u>
12.	With top rail, without barbed wire	500 LF	X \$ <u>13.20</u>	= \$ <u>6,600.00</u>
5' Height (Vinyl Coated, Color as requested)				
13.	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 \$ <u>11.18</u>	= \$ <u>16,770.00</u>
14.	With top rail, without barbed wire	3,000 LF	X \$ <u>12.95</u>	= \$ <u>38,850.00</u>
5' Height Wood Fence				
15.	5' Wood Fence, 10 foot sections (repair/replacement only) no new installs	25 EA	X \$ <u>18.00</u>	= \$ <u>450.00</u>
16.	5' Wood Boards/Slats	250 EA	X \$ <u>1.00</u>	= \$ <u>250.00</u>
4' Height (Residential – 11 ½ gauge)				
17.	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 \$ <u>5.00</u>	= \$ <u>2,500.00</u>
18.	With top rail, without barbed wire	500 LF	X \$ <u>6.00</u>	= \$ <u>3,000.00</u>
4' Wood Fence				
19.	4' Wood Fence, 10 foot sections (repair/replacement only) no new installs	25 EA	X \$ <u>18.00</u>	= \$ <u>450.00</u>
20.	5' Wood Boards/Slats	250 EA	X \$ <u>1.00</u>	= \$ <u>250.00</u>

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL EST. BID
Gates (Regular chain link) Includes all hardware necessary for installation)				
21.	10' wide x 5' high double wide	10 EA	X \$ <u>385.00</u>	= \$ <u>3,850.00</u>
22.	14' wide x 6' high double wide	10 EA	X \$ <u>440.00</u>	= \$ <u>4,400.00</u>
23.	4' wide x 5' high walk gate	10 EA	X \$ <u>220.00</u>	= \$ <u>2,200.00</u>
24.	4' wide x 6' high walk gate	10 EA	X \$ <u>275.00</u>	= \$ <u>2,750.00</u>
25.	20' wide x 5' high double wide	10 EA	X \$ <u>550.00</u>	= \$ <u>5,500.00</u>
26.	20' wide x 6' high double wide	10EA	X \$ <u>660.00</u>	= \$ <u>6,600.00</u>
Gates (Vinyl Coated, Color as requested) Includes all hardware necessary for installation)				
27.	10' wide x 5' high double wide	25 EA	X \$ <u>550.00</u>	= \$ <u>13,750.00</u>
28.	14' wide x 6' high double wide	10 EA	X \$ <u>600.00</u>	= \$ <u>6,000.00</u>
29.	4' wide x 5' high walk gate	10 EA	X \$ <u>250.00</u>	= \$ <u>2,500.00</u>
30.	4' wide x 6' high walk gate	25 EA	X \$ <u>275.00</u>	= \$ <u>6,875.00</u>
31.	20' wide x 5' high double wide	10 EA	X \$ <u>550.00</u>	= \$ <u>5,500.00</u>
32.	20' wide x 6' high double wide	10 EA	X \$ <u>800.00</u>	= \$ <u>8,000.00</u>
Miscellaneous				
33.	Top Rail	500 LF	X \$ <u>2.00</u>	= \$ <u>1,000.00</u>
Posts: (Includes hardware)				
4 Inch -				
34.	for 6 ft high fence	25 EA	X \$ <u>120.00</u>	= \$ <u>3,000.00</u>
35.	for 5 ft high fence	25 EA	X \$ <u>100.00</u>	= \$ <u>2,500.00</u>
36.	for 4 ft high fence	25 EA	X \$ <u>25.00</u>	= \$ <u>625.00</u>
37.	price for coating/matching paint	75 EA	X \$ <u>10.00</u>	= \$ <u>750.00</u>

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL EST. BID
3 inch -				
20 EA # 500-	38. for 6 ft high fence	50 EA	X \$ <u>25.00</u>	= \$ <u>1,250.00</u>
	39. or 5 ft high fence	50 EA	X \$ <u>30.00</u>	= \$ <u>1,500.00</u>
	40. for 4 ft high fence	50 EA	X \$ <u>30.00</u>	= \$ <u>1,500.00</u>
	41. price for coating/matching paint	150 EA	X \$ <u>1.00</u>	= \$ <u>150.00</u>
2 1/2 inch -				
	42. for 6 ft high fence	250 EA	X \$ <u>25.00</u>	= \$ <u>6,250.00</u>
	43. for 5 ft high fence	100 EA	X \$ <u>20.00</u>	= \$ <u>2,000.00</u>
	44. for 4 ft high fence	100 EA	X \$ <u>18.00</u>	= \$ <u>1,800.00</u>
	45. price for coating/matching paint	450 EA	X \$ <u>5.00</u>	= \$ <u>2,250.00</u>
2 inch -				
50 EA # 275-	46. for 6 ft high fence	50 EA	X \$ <u>5.50</u>	= \$ <u>275.00</u>
	47. for 5 ft high fence	200 EA	X \$ <u>5.00</u>	= \$ <u>1,000.00</u>
	48. for 4 ft high fence	50 EA	X \$ <u>4.50</u>	= \$ <u>225.00</u>
	49. price for coating/matching paint	300 EA	X \$ <u>1.00</u>	= \$ <u>300.00</u>
1 1/2 inch -				
100 EA # 500-	50. for 6 ft high fence	100 EA	X \$ <u>5.00</u>	= \$ <u>500.00</u>
	51. for 5 ft high fence	50 EA	X \$ <u>5.00</u>	= \$ <u>250.00</u>
	52. for 4 ft high fence	100 EA	X \$ <u>4.50</u>	= \$ <u>450.00</u>
	53. price for coating/matching paint	50 EA	X \$ <u>2.00</u>	= \$ <u>100.00</u>

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL EST. BID
54.	Concrete (slab base)	50 YDS	X \$ <u>20.00</u>	= \$ <u>1,000.00</u>
55a.	Removal of existing fence (price will include disposal)	2500 LF	X \$ <u>1.00</u>	= \$ <u>2,500.00</u>
55b.	Standard hourly labor rate, Monday through Friday, 8:00 AM to 5:00 PM (not to be used for removal or debris disposal)	3000 HRS	X \$ <u>10.00</u>	= \$ <u>30,000.00</u>

TOTAL ESTIMATED BID OF LOT B

\$ 362,415.00

5,000 LF
\$5000-