


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 13, 2017

SUBJECT: Authorization to Execute Cooperative Purchase Agreement with
KMG Fence, LLC for Fence Installation and Repairs
Contract No. 001326

Board authorization is requested to execute an agreement with KMG Fence, LLC in the amount of \$150,000.00 to install and repair fences at various locations throughout the system.

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

This contract is budgeted for in the OM&A Budget.

Reviewed by:



Claude Miller
Director of Maintenance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
FENCE INSTALLATION AND REPAIR
CONTRACT NO. 001326**

This Contract is made this 13th day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and KMG FENCE, LLC, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX 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, CFX 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 CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX 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 City of Orlando to provide the same services as required by CFX; and

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

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with City of Orlando, 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 CITY OF ORLANDO

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

2.1 The terms, "City of Orlando" "City's Facilities Management Representative", and "Manager, Procurement Division" in the City of Orlando Contract shall be replaced with the "Central Florida Expressway Authority," "CFX."

2.2 The first paragraph of Article 22 of the Special Terms and Conditions entitled, "Term of the Contract," in the City of Orlando Contract shall be replaced with the following: "This Agreement shall be effective for an initial term commencing on the date of the Notice to Proceed, and shall continue for a period of one year thereafter, 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 CFX. If a renewal option is exercised, CFX 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 3 of the Term of Contract remain unchanged, but for the substitutions set forth above.

2.3 In Article 39 of the Standard Terms and Conditions entitled, "Insurance", 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 CFX.

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with City of Orlando. 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 City of Orlando.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or

evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX 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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the

public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

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 CFX 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 CFX upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read

the Ethics Policy and, to the extent applicable, CONTRACTOR 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 be 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

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

Notwithstanding the foregoing:

11.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

11.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

- (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from

CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

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.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX 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 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

13.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

13.4 Obligations upon expiration or termination of the Contract, as set forth in Section 14; and

13.5 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 CFX.

15. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

A person or affiliate who has been placed on the Florida Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact

business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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 CFX's Board at its meeting on July 13, 2017.

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 CFX

Bidder's Name: KMG Fence, LLC**BID PRICE FORM**

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
			Four (4) Foot Galvanized Chain Link		
1.	100	LF	With top rail	\$ 10.00	\$ 1,000.00
2.	2	EA	Corner post assembly	\$ 60.00	\$ 120.00
			Six (6) Foot Galvanized Chain Link		
3.	1570	LF	With tension	\$ 9.00	\$ 14,130.00
4.	5000	LF	With tension and 3 strands of barbed wire	\$ 9.25	\$ 46,250.00
5.	1570	LF	Add for top rail	\$ 2.50	\$ 3,925.00
6.	700	LF	With top rail and 3 strands of barbed wire	\$ 11.00	\$ 7,700.00
7.	16	EA	Corner post assembly	\$ 250.00	\$ 4,000.00
			Eight (8) Foot Galvanized Chain Link		
8.	1161	LF	With tension	\$ 10.75	\$ 12,480.75
9.	500	LF	With tension and 3 strands of barbed wire	\$ 11.00	\$ 5,500.00
10.	1161	LF	Add for top rail	\$ 2.50	\$ 2,902.50
11.	750	LF	With top rail and 3 strands of barbed wire	\$ 12.75	\$ 9,562.50
12.	12	EA	Corner post assembly	\$ 300.00	\$ 3,600.00

Sub-total (this page) \$ 111,170.75Bidder Initials KMG

Bidder's Name: RMB Fence, LLC**BID PRICE FORM**

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
			Ten (10) Foot Galvanized Chain Link		
13.	694	LF	With top rail	\$ 11.00	\$ 7,634.00
14.	300	LF	With top rail and 3 strands of barbed wire	\$ 11.25	\$ 3,375.00
15.	30	EA	Corner post assembly	\$ 125.00	\$ 3,750.00
			<u>Extruded Vinyl Coated Chain Link Fence</u>		
			Material for items below shall be Schedule 40 Painted Frame Work (ASTM F1043) and PVC coated steel chain link fabric (ASTM F668)		
			Four (4) Foot Coated Vinyl Chain Link Fence		
16.	579	LF	With top rail	\$ 11.00	\$ 6,369.00
17.	16	EA	Corner post assembly	\$ 60.00	\$ 960.00
18.	4	EA	End Post Assembly	\$ 55.00	\$ 220.00
			Six (6) Foot Coated Vinyl Chain Link Fence		
19.	771	LF	With tension	\$ 10.50	\$ 8,095.50
20.	200	LF	With tension and 3 strands of barbed wire	\$ 10.75	\$ 2,150.00
21.	771	LF	Add for top rail	\$ 3.25	\$ 2,505.75
22.	700	LF	With top rail and 3 strands of barbed wire	\$ 12.50	\$ 8,750.00
23.	18	EA	Corner post assembly	\$ 100.00	\$ 1,800.00
24.	16	EA	End Post assembly	\$ 90.00	\$ 1,440.00

Sub-total (this page) \$ 47,049.25Bidder Initials RMB

BID PRICE FORM

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
			Eight (8) Foot Coated Vinyl Chain Link Fence		
25.	326	LF	With tension	\$ 12.50	\$ 4,075.00
26.	300	LF	With tension and 3 strands of barbed wire	\$ 12.75	\$ 3,825.00
27.	326	LF	Add for top rail	\$ 3.25	\$ 1,059.50
28.	700	LF	With top rail and 3 strands of barbed wire	\$ 14.00	\$ 9,800.00
29.	33	EA	Corner post assembly	\$ 90.00	\$ 2,970.00
30.	18	EA	8' End Post Assembly	\$ 85.00	\$ 1,530.00
31.	10	EA	10' End Post Assembly	\$ 95.00	\$ 950.00
32.	35	EA	Core Drilling Per Post	\$ 35.00	\$ 1,225.00
			Gates Per attached Specification to include posts, installation and all necessary hardware.		
33.	2	EA	4 ft high x 3 ft wide single, galvanized	\$ 100.00	\$ 200.00
34.	2	EA	4 ft high x 3 ft wide single, extruded vinyl coated with painted frames	\$ 120.00	\$ 240.00
35.	2	EA	6 ft high x 3 ft wide single, galvanized	\$ 180.00	\$ 360.00
36.	2	EA	6 ft high x 3 ft wide single, extruded vinyl coated with painted frames	\$ 200.00	\$ 400.00
37.	2	EA	6 ft high x 6 ft wide single, galvanized	\$ 190.00	\$ 380.00
38.	2	EA	6 ft high x 6 ft wide single, extruded vinyl coated with painted frames	\$ 195.00	\$ 390.00

Sub-total (this page) \$ 27,404.50

Bidder Initials

RMB

BID PRICE FORM

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
39.	2	EA	6 ft high x 10 ft wide single, galvanized	\$ 200.00	\$ 400.00
40.	2	EA	6 ft high x 10 ft wide single, extruded vinyl coated with painted frames	\$ 210.00	\$ 420.00
41.	2	EA	6 ft high x 10 ft wide double, galvanized	\$ 350.00	\$ 700.00
42.	2	EA	6 ft high x 10 ft wide double, extruded vinyl coated with painted frames	\$ 400.00	\$ 800.00
43.	2	EA	8 ft high x 3 ft wide single, galvanized	\$ 175.00	\$ 350.00
44.	2	EA	8 ft high x 3 ft wide single, extruded vinyl coated with a painted frame	\$ 190.00	\$ 380.00
45.	2	EA	10 ft high x 3 ft wide single, galvanized	\$ 190.00	\$ 380.00
46.	2	EA	10 ft high x 3 ft wide single, extruded vinyl coated with a painted frame	\$ 200.00	\$ 400.00
			Drive Gates		
47.	2	EA	4 ft high X 12 ft wide, double swing, galvanized drive gates	\$ 375.00	\$ 750.00
48.	2	EA	4 ft high X 12 ft wide, cantilever, galvanized drive gate	\$ 500.00	\$ 1,000.00
49.	2	EA	4 ft high X 12 ft wide, double swing, vinyl fabric with painted frame drive gates	\$ 400.00	\$ 800.00

Sub-total (this page) \$ 6,380.00

Bidder Initials *RML*

BID PRICE FORM

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
50.	2	EA	4 ft high X 12 ft wide, cantilever, vinyl fabric with painted frame, drive gate	\$ 525.00	\$ 1050.00
51.	4	EA	6 ft high X 12 ft wide, double swing, galvanized drive gates	\$ 700.00	\$ 2800.00
52.	4	EA	6 ft high X 12 ft wide, cantilever, galvanized, drive gate	\$ 925.00	\$ 3700.00
53.	4	EA	6 ft high X 12 ft wide, double swing, vinyl fabric with painted frame drive gates	\$ 900.00	\$ 3600.00
54.	4	EA	6 ft high X 12 ft wide, cantilever, vinyl fabric with painted frame, drive gate	\$ 1000.00	\$ 4000.00
55.	4	EA	8 ft high X 12 ft wide, double swing, galvanized drive gates	\$ 500.00	\$ 2000.00
56.	6	EA	8 ft high X 12 ft wide, cantilever, galvanized drive gate	\$ 800.00	\$ 4800.00
57.	4	EA	8 ft high X 12 ft wide, double swing, vinyl fabric with painted frame drive gates	\$ 750.00	\$ 3000.00
58.	6	EA	8 ft high X 12 ft wide, cantilever, vinyl fabric with painted frame, drive gate	\$ 850.00	\$ 5100.00
59.	2	EA	10 ft high X 12 ft wide, double swing, galvanized drive gates	\$ 500.00	\$ 1000.00
60.	2	EA	10 ft high X 12 ft wide, cantilever, galvanized drive gate	\$ 800.00	\$ 1600.00
61.	2	EA	10 ft high X 12 ft wide, double swing, vinyl fabric with painted frame drive gates	\$ 900.00	\$ 1800.00
62.	2	EA	10 ft high X 12 ft wide, cantilever, vinyl fabric with painted frame, drive gate	\$ 1000.00	\$ 2000.00
			Temporary Fence		
63.	500	LF	6 ft high Temporary Fence including posts, 11 1/2 gauge fabric with drive-in tubing posts	\$ 5.00	\$ 2500.00

Sub-total (this page) \$ 33,950.00

Bidder Initials *KMG*

BID PRICE FORM

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
<u>Vinyl Slats</u>					
64.	300	LF	Vinyl slats for 4 ft high chain link fence	\$ 5.00	\$ 1,500.00
65.	400	LF	Vinyl slats for 6 ft high chain link fence	\$ 10.00	\$ 4,000.00
66.	400	LF	Vinyl slats for 8 ft high chain link fence	\$ 10.50	\$ 4,200.00
67.	400	LF	Vinyl slats for 10 ft high chain link fence	\$ 11.00	\$ 4,400.00
<u>Windscreens</u>					
68.	600	LF	6 ft high Windscreen, hemmed and grommated	\$ 5.75	\$ 3,450.00
69.	400	LF	8 ft high Windscreen, hemmed and grommated	\$ 6.00	\$ 2,400.00
70.	600	LF	10 ft high Windscreen, hemmed and grommated	\$ 6.75	\$ 4,050.00
<u>Field Fence</u>					
71.	5000	LF	4 ft high field fence with 1 strand of barbed wire at top and 3" Pressure Treated Wood Posts	\$ 3.00	\$ 15,000.00
<u>Replacing Fabric/Fence Only</u>					
72.	1000	LF	4ft Galv. 9gauge chain link, Fabric Only	\$ 3.00	\$ 3,000.00
73.	1000	LF	6ft Galv. 9gauge chain link, Fabric Only	\$ 4.00	\$ 4,000.00
74.	1000	LF	8ft Galv. 9gauge chain link, Fabric Only	\$ 5.00	\$ 5,000.00
75.	1000	LF	10ft Galv. 9gauge chain link, Fabric Only	\$ 5.50	\$ 5,500.00

Sub-total (this page) \$ 56,500.00

Bidder Initials

KML

BID PRICE FORM**You are invited to Bid on the following:****Provide and Install Fencing**

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
Labor Rates					
76.	200	Hour	Cost per hour to remove and dispose of existing fence 4 ft in height	\$ 0	\$ 0
77.	400	Hour	Cost per hour to remove and dispose of existing fence 6 ft in height.	\$ 0	\$ 0
78.	400	Hour	Cost per hour to remove and dispose of existing fence 8 ft in height.	\$ 0	\$ 0
79.	200	Hour	Cost per hour to remove and dispose of existing fence 10 ft in height.	\$ 0	\$ 0
80.	500	Hours	Standard hourly labor rate per person Monday – Friday, from 8:00 a.m. – 5:00 p.m. (Not to be used for removal or disposal of debris.	\$ 38.00	\$ 19,000.00
81.	100	Hours	Hourly labor rate per person for all other hours including nights, weekends, and holidays (Not to be used for removal or disposal of debris.)	\$ 42.00	\$ 4,200.00
82.	Estimated Annual quantity \$1,000.00	EA	Materials for repairs only in conjunction with line Items 76 & 77, furnished by the contractor shall be at the Contractor's actual cost plus a percentage markup. Evidence of actual costs shall be required through submittal of actual invoices. The unit price in the next column is 100% plus the mark-up. For example: if mark-up is 5%, the unit price would be 100% + 5% and the last column would be \$1,000.00 x 100% + 5% = \$1,050.00	100% + 30 %	\$ 1,300.00

Total Bid (this page) \$ 24,500.00GRAND TOTAL (ALL PAGES) \$ 311,954.50Bidder Initials KML

1. FOB Point Delivered Only
2. Discount Payment Terms (if any): 2 %, if paid within 10 days after receipt of invoice.
3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
☒ Yes ☐ No

Recheck your quotations prior to submission. Bids may not be changed after being opened.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

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

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

Kmg fence, LLC
NAME OF BUSINESS

State of Florida
County of Orange

BY: [Signature]

SIGNATURE

Sworn to (or affirmed) and subscribed before me
this August day of 2015 , by
Karen M. Grimsley

KAREN M. GRIMSLEY Manager
NAME & TITLE, TYPED OR PRINTED

Kasey Dae Chenea
Signature of Notary

1031 Crown Park Cir
MAILING ADDRESS

Notary Public, State of Florida

Winter Garden, FL 34787
CITY, STATE, ZIP CODE

Personally Known

-OR-

Produced Identification _____

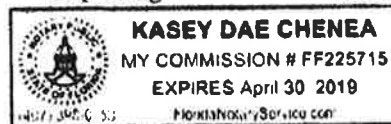
407 654-7600
TELEPHONE NUMBER

Type: _____

407 654-4700
FAX NUMBER

Company Tax ID # 13-4226271
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

kmg@kmg-fence.com
E-MAIL ADDRESS



CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB15-0216:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

State of Florida
County of Orange

NAME & TITLE, TYPED OR PRINTED

KAREN M. GRIMSLEY,
MANAGERSworn to (or affirmed) and subscribed before me
this August day of 2015, byKaren M. Grimsley,

NAME OF BUSINESS

Kmb Fence, LLC

Signature of Notary

Kasey Dae Chenea

MAILING ADDRESS

1031 Crown Park Cir.Notary Public, State of Florida

CITY, STATE, ZIP CODE

Winter Garden, FL 34787Personally Known (circle if applicable)

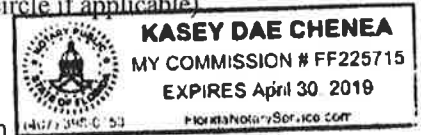
-OR-

PHONE: (407) 654-7600

Produced Identification

FAX: (407) 654-4700

Type of Identification: _____

E-MAIL: kmg@kmbfence.com**FOR USE BY THE CITY OF ORLANDO ONLY**This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: _____This contract is for: All Item Numbers: ☒ or Item Numbers: _____INITIAL CONTRACT TERM: 9-28-2015 to 9-27-2016**ACCEPTANCE:**

CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____

Chief Procurement Officer

Ali BrabnerAssistant City Attorney
ORLANDO, FLORIDA

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: September 28, 2015Date: September 23, 2015

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** KMG Fence, LLC
 Address of Principal Place of Business: 1031 Crown Park Cir
 City/State/Zip: Winter Garden, FL 34787
 Phone: 407-654-7600 Fax: 407-654-4700
 Name of primary Contact: Karen M. Grimsley Email: kmg@kmgfence.com

2. **TYPE OF ORGANIZATION:**

☐ Sole Proprietorship ☒ Partnership ☐ Non-Profit
☐ Joint Venture ☒ Corporation (LLC) ☐ Other: _____

State of Formation: FL Federal ID # 13-422627 DUNS # unknown
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:** Joseph Grimsley
 Phone: 407-654-7600 Fax: 407-654-4700 Cell: 321-624-8237

4. **INSURANCE COMPANY NAME:** Auto Owners, Bouchard Insurance
 Agent Contact: Mark Pichowski Phone: 727-373-2710

5. **EXPERIENCE:**

A. Years in business: 13
 B. Years in business under this name: 13
 C. Years performing this type of work: 24

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N) (Y or N)	VBE Certified?
<u>N/A</u>			

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

- A. Name of local service center: N/A
- B. Address of local service center: _____
- C. County local service center is located in: _____
- D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product: 70%
- B. Is your product packaged/shipped in material containing recycled content? Yes ☒ No ☐
- C. Is your product recyclable after it has reached its intended end use? Yes ☒ No ☐

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: (See Attached)

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Reference #2:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Reference #3:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Reference #4:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: KMG Fence, LLC
Certification Number: 0804307
Expiration Date: 8/31/15

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Kmb Fence, LLC
Company

[Signature]
Signature

Manager
Title



KMG FENCE LLC
1031 CROWN PARK CIR.
WINTER GARDEN, FL 34787
PHONE (407) 654-7600 FAX (407) 654-4700

REFERENCES:

1. OWNER'S NAME: ORANGE COUNTY, FL PURCHASING
DESCRIPTION: COUNTYWIDE FENCE INSTALLATIONS UPON DEMAND.
CONTRACT AMOUNT: \$645,338.00 +/-
DATE SERVICES COMPLETED: 9/30/2004-9/30/2007, 1/2010 - CURRENT
CONTACT: JEFF CHARLES
ADDRESS: 400 E. SOUTH ST. 2ND FLOOR ORLANDO, FL 32801
NUMBER: 321-354-7331
2. OWNER'S NAME: SEMINOLE COUNTY, FL PURCHASING
DESCRIPTION: COUNTYWIDE FENCE INSTALLATIONS UPON DEMAND.
CONTRACT AMOUNT: \$2,728,110.00 +/-
DATE SERVICES COMPLETED: 10/10/2005-1/31/2008, 2/2008-CURRENT AS BACKUP
CONTACT: DANNY MOORE
ADDRESS: 1101 E. 1ST ST. SANFORD, FL 32771
NUMBER: 321-377-1255
3. OWNER'S NAME: CITY OF ORLANDO, FL PURCHASING
DESCRIPTION: ANNUAL PURCHASE AGREEMENT FOR PROVISION AND INSTALLATION OF FENCING
CONTRACT AMOUNT: 282,000.00
DATE SERVICES COMPLETED: 5/15/2008-CURRENT ONGOING
CONTACT: JIM PETERS
ADDRESS: 400 S. ORANGE AVE. PO BOX 4990 ORLANDO, FL 32802-4990
NUMBER: 321-231-1756
4. OWNER'S NAME: SCHOOL DISTRICT OF OSCEOLA COUNTY
DESCRIPTION: ANNUAL PURCHASE AGREEMENT FOR PROVISION AND INSTALLATION OF FENCING
CONTRACT AMOUNT: 345,136.10
DATE SERVICES COMPLETED: 10/28/08- 10/28/11
CONTACT: CHERYL JESSEE
ADDRESS: 817 BILL BECK BLVD KISSIMMEE, FL 34744
PHONE: 407-870-4630
5. OWNER'S NAME: OSCEOLA COUNTY PROCUREMENT SERVICES
DESCRIPTION: FENCING WITH OR WITHOUT INSTALLATION
CONTRACT AMOUNT: 327,600.00
DATE SERVICES COMPLETED: 6/26/08-CURRENT
CONTACT: CORALY VAZQUEZ
ADDRESS: 1 COURTHOUSE SQUARE KISSIMMEE, FL 34741
PHONE: 407-742-0900

6. OWNER'S NAME: FGUA / TOHO WATER AUTHORITY
DESCRIPTION: SECURITY FENCING FOR WELLHEAD ENCLOSURES
CONTRACT AMOUNT: \$185,000.00
DATE SERVICES COMPLETED: 6/15/2007/
CONTACT: ART DACRE
ADDRESS: 280 WEKIVA SPRINGS BLVD. LONGWOOD, FL
NUMBER: 407-629-6900
FAX: 407-629-6963
7. OWNER'S NAME: CLANCY & THEYS CONSTRUCTION
DESCRIPTION: SOUTHSIDE COMMUNITY PARK WINTER GARDEN, FL
CONTRACT AMOUNT: \$144,000.00
DATE SERVICES COMPLETED: MARCH 2009
CONTACT: PAUL FERNANDES
ADDRESS: 7308 GREENBRIAR PARKWAY ORLANDO, FL 32819
NUMBER: 407-578-1449
FAX: 407-578-1439
8. OWNER'S NAME: CITY OF MELBOURNE
DESCRIPTION: SHERWOOD AND CRANE PARK FENCE REPLACEMENT
CONTRACT AMOUNT: 130,000 +/-
DATE SERVICES COMPLETED: 12/2008
CONTACT: PAT LOVE
ADDRESS: 1551 HIGHLAND AVE MELBOURNE, FL
NUMBER: 321-757-7149
9. OWNER'S NAME: A&M SI CONSTRUCTION COMPANY, LLC
DESCRIPTION: GORE STREET STREETScape
1324 WEST MILLER ST
ORLANDO, FL 32805
CONTACT: MIKE RAHMANKHAH
CONTRACT AMOUNT: \$72,470.00
DATE SERVICES COMPLETED: 7/2011
10. OWNER'S NAME: CITY OF ORLANDO
DESCRIPTION: OPD GATE OPERATORS AND CONTROLS
400 E. SOUTH ST
ORLANDO, FL
CONTACT: JERRY STEED
CONTRACT AMOUNT: \$74,000.00 +/-
NUMBER: 321-231-1705
DATES SERVICES COMPLETED: 8/2011



CITY OF ORLANDO

August 19, 2016

Karen M. Grimsley, Manager
KMG Fence, LLC
1031 Crown Park Circle
Winter Garden, FL 34787

**SUBJECT: Renewal of Term Contract for Provide and Install Fencing
IFB15-0216**

Dear Ms. Grimsley:

The subject Contract will expire on September 27, 2016.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period.

The City has decided to renew the Contract for an additional year effective September 28, 2016 through September 27, 2017 at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Brian Ferrier, CPPO at the address noted below by September 2, 2016. Also, send us a copy of the most current W-9 form and Certificate of Insurance for your business.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

ACCEPTANCE

By:

Official Signature

KAREN M. GRIMSLEY
Print Name

Manager
Title

9/26/16
Date

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net Rev: 7/29/16



CITY OF ORLANDO

May 3, 2017

Karen M. Grimsley, Manager
KMG Fence, LLC
1031 Crown Park Circle
Winter Garden, FL 34787

**SUBJECT: 2nd Renewal of Term Contract, Provide and Install Fencing
IFB15-0216 (Amendment 2)**

Dear Ms. Grimsley:

The subject Contract will expire on September 27, 2017.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period.

The City has decided to renew the Contract for an additional year effective September 28, 2017 through September 27, 2018 at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Fabio Henao at the address noted below by May 26, 2017. Please include a copy of your most current W-9 form and Certificate of Insurance for your business.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

ACCEPTANCE

By:

Official Signature

KAREN M. GRIMSLEY
Print Name

MANAGER
Title

5/19/17
Date

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net Rev: 7/29/16