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| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |



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## **SECTION A. INSTRUCTIONS TO BIDDER.**

**A1.** There will be no pre-bid conference for this project.

**IMPORTANT NOTE:** It is imperative that all bidders have a clear understanding of the scope of services requirements. As such, the County reserves the right to change to a non-mandatory pre-bid conference/ mandatory pre-bid conference/or to schedule a pre-bid conference to a mandatory pre-bid conference/ non-mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a bid; and bids will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

**A2. Public Reading of Bids:** Bids will be publicly opened and read aloud in the Procurement Services Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, on March 22, 2011 at 2:00 PM Local Time, or as soon as possible thereafter.

**A3. Bid Compliance:**

- (a) All items contained in the bid must be in total compliance with the specifications in this solicitation.
- (b) Alternate bids will not be considered unless they are specifically called for in this solicitation.
- (c) Bidders' attention is specifically called to the terms and conditions of this solicitation. As witnessed by the Bidder's signature on the cover page and the proposal page(s), all Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

**A4. Unit Price Accuracy:** Please check the stated unit prices before submitting the bid as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct extended amount errors.

**A5. Bid Price Schedule:** Each Bidder shall furnish the information required on the Bid Price Schedule, Section F, and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

**A6. Lobbying; Lobbying Black-Out Period; Questions Regarding Bids:**

- (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, and/or any County Personnel during the solicitation process.
- (b) A lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Bidders shall not contact any Board Member, the County Manager, and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the Procurement Services Office. The Board of County Commissioners and/or the County Manager may disqualify any solicitation response where any Board Member, the County Manager, and/or County Personnel have been lobbied in violation of the black-out period.
- (c) Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, at least ten (10) calendar days before the bid opening date.
- (d) Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**A7. Addenda:**

- (a) Any interpretations, clarifications, or changes made will be in the form of written addenda issued by the Procurement Services Office.

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- (b) Oral answers received by any member of the Procurement Services Office or requesting department will not be authoritative and the County will not entertain any protests based on a verbal instruction.
- (c) It will be the responsibility of the Bidder to contact the Procurement Services Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. The County will not consider requests to re-open a bid as a result of the failure of the Bidder to secure addenda.

- A8. Proper Signatures:** Failure to sign and witness the Bidder's signature may result in a disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.
- A9. Bid and or Performance Bond: A Bid/Performance Bond is not required for this project.**
- A10. Bid Submittal:**
- (a) All bids must be submitted in a sealed envelope, plainly marked on the outside with the Invitation to Bid number, date, time of opening, and the Bidder's name.
  - (b) It is the Bidder's responsibility to assure that the bid is received in the OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE, 1 COURTHOUSE SQUARE, SUITE 2300, KISSIMMEE, FLORIDA 34741, no later than 2:00 PM Local Time on Tuesday, March 29, 2011. Any bid received after this date and time will not be accepted or considered, and will be returned unopened to the Bidder. No offers will be accepted or received in any other Osceola County office.
  - (c) **Cost of Submittal:** The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.
  - (d) **No telegraphic or facsimile offers will be considered.**
- A11. Bid Copies:** Bidders are asked to submit three (3) copies of the bid response (one (1) unbound original and two (2) bound copies). **The submittal should also include a CD-ROM or memory stick containing the entire proposal formatted to be read with Microsoft® software products or Adobe® PDF software.**
- A12. Withdrawal of Bids:** Bids may be withdrawn anytime before the bid opening date. The Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening of bids, by communicating the purpose of the withdrawal in writing to the County. Thereafter, the bid will be returned to the Bidder unopened. **Bids may not be withdrawn for a period of ninety (90) days after the bid opening date.**
- A13. Limitations on Liability:** Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered unresponsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the County.
- A14. Bid Protests:** The County abides by the parameters set forth in Chapter 120, Florida Statutes, relating to the consideration and addressing of valid bid protests. Any actual or prospective Bidder who protests the reasonableness, award recommendation, necessity, or competitiveness of the terms and/or conditions of the Invitation to Bid, selection, or award recommendation shall file such protest in writing with the Procurement Services Manager within three (3) business days after the Board, or County Manager, has signed the Agreement.
- A15. Failure to comply with any of the foregoing instructions or any other essential element of the Invitation to Bid may result in the disqualification of the bid.**

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## **SECTION B. GENERAL PROVISIONS.**

- B1. Notice of Award:** Notice of an award by Osceola County will constitute acceptance of the bid from the overall lowest priced, most responsive, and responsible Bidder. The bid package signed by the successful Bidder, along with documentation included in the Bidder's submittal, as required by this Invitation to Bid, and other additional materials submitted by the Bidder and accepted by the County, shall constitute the Bidder's response. At the County's discretion, either a purchase order or other award document such as an agreement, will be issued by the County when appropriate to do so.
- B2. Applicable Law, Venue, Jury Trial:** Any contractual arrangement between Osceola County and the successful Bidder shall be consistent with, and be governed by, the ordinances of Osceola County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.
- B3. Appropriations/Fund Availability:** Any agreement resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded; however, the County reserves the right not to appropriate funds for an ongoing procurement if it is deemed in its best interest.
- B4. Compliance with All Laws:** The Bidder, by submission of this bid, certifies that the Bidder will provide the services agreed upon in a timely and professional manner in accordance with the specifications. In addition, the Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of the contractual agreement.
- B5. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization.** Osceola County shall pay all Bidders pursuant to, and in accordance with, the promulgations set forth in Section 218.70, Florida Statutes, Florida's Prompt Payment Act. Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the County in the quality and quantity ordered. Payment will be accomplished by the submission of an invoice, in duplicate, with a Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Osceola County cannot be made without prior written approval by the County.
- B6. Inspection/Acceptance/Title:** Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting department/office of the County, unless loss or damage results from negligence by the County or the requesting department/office.
- B7. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets the Invitation to Bid specifications and conditions. Should the products/services differ in any respect from the specifications, payment will be withheld until such time as the Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the requesting department/office, the Procurement Services Office may authorize said department/office to refuse the final acceptance of the goods/services. Should a representative of Osceola County agree to accept the goods/services on the condition that the Bidder will correct its performance within a stipulated time period, then payment will be withheld until the services are performed as specified in the executed agreement.
- B8. Termination:**
- Termination for Default:* The performance of the agreement may be terminated by Osceola County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Bidder has failed to meet the performance requirement(s) of the agreement.
  - Termination for Convenience:* The County reserves the right to terminate a contractual agreement, in whole or part, by giving the Bidder written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Osceola County, the Bidder shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the agreement shall continue during such notice period, and the County shall continue to be responsible to the

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Bidder for the payment of any obligations to the extent that such responsibility has not been excused by breach of default of the Bidder.

- (c) *Payment Upon Termination:* Upon termination, the Bidder shall bill the County for all amounts not previously billed and due the Bidder at that time. The Bidder shall not be entitled to a professional fee, or expenses for any work commenced, or expenses incurred after the notice of termination was received by the Bidder, unless specifically approved or requested by the County. The Bidder shall, however, be entitled to payment for services commenced, completed, and approved by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the County. All such payments shall be subject to a set-off for any damages incurred by the County resulting from any delay occasioned by the early termination.

**B9. Insurance Requirement:**

- (a) **Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Occupational License (Reference B10) with your bid submittal.**
- (b) The successful Bidder(s) shall provide original certificates of Insurance, as outlined in Attachment B, to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners and Osceola County as an Additional Insured.
- (c) All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

**B10. Applicable Licensing:**

- (a) *Local Business Tax Receipt (formerly Occupational License):* If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Local Business Tax Receipt, accompanied by a copy of the Local Business Tax Receipt of home state/county/city.
- (b) *Other Licenses and Permits:* The Bidder, at its sole expense, shall obtain all required federal, state, and local licenses and/or permits required to successfully provide the services contained in a contractual agreement.

**B11. Bid as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to the public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Bidders shall not submit pages marked "proprietary" or otherwise restricted.

**B12. Relationship of the Parties:** The Bidder shall act as an independent contractor and not as an employee of Osceola County. The Bidder will be required to indemnify, defend, hold, and save harmless the County, its officers, agents, and employees, from damages arising from the Bidder's performance of, or failure to perform, any task or duty required to be performed by the Bidder.

**B13. Indemnification:**

- (a) The successful Bidder(s) agrees to be liable for any and all damages, losses, and expenses incurred by the County, caused by the acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with the performance of obligations under a contractual agreement. The Bidder agrees to indemnify, defend, and hold the County harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with an agreement.
- (b) The County agrees to be liable for any and all damages, losses, and expenses incurred by the successful Bidder(s), caused by the acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in assisting the successful Bidder(s) in the performance of obligations under a contractual agreement. The County agrees to indemnify, defend, and hold the Bidder harmless for any

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and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in connection with an agreement.

- B14. Bankruptcy or Insolvency:** If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the County reserves the right to terminate any contractual agreement immediately.
- B15. Assignment:** The successful Bidder will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the County.
- B16. Waiver:** Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.
- B17. Changes:** The County reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.
- B18. Modifications:** In addition to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in Osceola County.
- B19. Administrative Provisions:** In the event the County issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter, or any other instrument is for the County's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon.
- B20. Taxes:** Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-80131321398C-5 and the Federal Exemption Identification Number is 59-6000780.
- B21. Independent Pricing:** 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, communication, collusion, 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 will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- B22. Public Entities Crimes:** A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid on a lease 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the Bidder certifies that it is qualified to do business with Osceola County in accordance with the Florida Statutes.

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- B23. Equal Opportunity:** Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The County requests minority and women owned business enterprises to submit evidence of such certification with each submittal.
- B24. Other Entity Use:**
- (a) All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in its best interest to do so.
  - (b) Each governmental agency desiring to accept these bids, and making an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.
  - (c) This solicitation in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.
- B25. Conflict of Interest:** All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all Bidders must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the disqualification of the bid or the cancellation of work. The County will seek damages for the recoupment of losses in having to re-bid or re-assign this solicitation.
- B26. Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid, and the Bidder's authorized signature, affixed to the bid, attests to this.
- B27. Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.
- B28. Public Emergencies:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the County. The Bidder agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

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## **SECTION C. SPECIAL PROVISIONS.**

- C1. Minimum Standards:** Specifications listed herein describe the expected minimum standards. If any exceptions are taken, the Bidder is responsible for indicating on the bid form any deviations from the specifications, including an explanation, justification, or applicable literature for the deviation. The absence of this indication shall be considered complete compliance with the listed specifications. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid.
- C2. Bidder's Specifications:** Each Bidder shall make accurate statements in its bid.
- C3. Not Bidding:** If not bidding any or all items, please so state.
- C4. Firm Prices:** Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, with the Bidder paying all delivery costs, and shall remain firm for the period of any agreement reached as a result of this solicitation. No additional fees or charges shall be accepted.
- C5. Term of Agreement:** The County anticipates to award an Agreement for a three (3) year term to begin upon approval and execution by the Board; with the opportunity for additional one (1) or two (2) year renewal periods when in the best interest of the County.
- C6. Estimated Quantities:** As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Bidder to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. Quantities noted in the Invitation to Bid are estimates only and are intended as a guide in submitting the bid and in no way obligates the County to purchase this amount. The actual quantities purchased under this bid may be more or may be less.
- C7. Option to Extend or Renew:** The performance period of any contract or purchase order resulting from this Invitation to Bid may be extended upon mutual agreement between the Bidder and the County *with no change in terms or conditions*. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any agreement or amendment to the agreement resulting from this solicitation shall be subject to fund availability and mutual written agreement between the County and the successful Bidder.
- C8. Exercise of Option to Extend Term of Contract:** If the County wishes to enter into an option period, the County shall request a written statement of desire into an extension of the performance period from the Bidder.
- C9. Probationary Period:** The first ninety (90) days of the contract are to be considered a "probationary" period. At the County's election, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without another formal bid.
- C10. Supervision:** The County shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the County, but solely to the Bidder, who, in turn, is responsible to the County.
- C11. Pre-Award Inspection:** Prior to the award of any agreement, the County reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the County.
- C12. Existing Permits and Identification Numbers:** Any and all permits, state licenses, including Department of Environmental Protection (DEP) and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the County upon request.
- C13. Qualification of Bidder:** The Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid, and be properly licensed to do business in the State of Florida. The Bidder, under its current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project.
- C14. Additional Information:** The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

|                                                                                                               |                                                                                                                    |                                                                             |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                                                                 | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: <a href="mailto:cvaz@osceola.org">cvaz@osceola.org</a> | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair                                               |                                                                                                                    |                                                                             |

**C15. Agreement:**

- (a) An agreement may be required for this service and must be signed by the Bidder prior to execution by the County, whereupon the Bidder becomes the Contractor upon approval.
- (b) **The provisions of said agreement contain similar language to the provisions contained in this Invitation to Bid.**
- (c) The agreement shall be used as a basis for negotiation and the County reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
- (d) The successful Bidder(s) shall execute and return the agreement to the County, within ten (10) days after receipt all contractual documents, performance, and payment bonds (if applicable), insurance verifications and any other documents required by this bid.
- (e) **In no event shall an agreement be considered binding upon the County until it has been properly executed by all parties.**
- (f) In conjunction with the agreement, a purchase order may be issued by the County prior to the start of any project, service, or work by the Bidder.

**C17. Attachments:** All attachments are made an essential part of this bid and include the following:

- (a) Attachment A – Statement of No Bid
- (b) Attachment B – Insurance Requirements\*
- (c) Attachment C – Drug Free Workplace
- (d) Attachment D – Experience of Bidder
- (e) Attachment E – Local Vendor Eligibility Form
- (f) Attachment F – Vendor Demographics Survey

***\*The successful Bidder must comply with the insurance requirements set forth in Attachment B. If a Bidder chooses not to bid on this Invitation to Bid, the Bidder is asked to please complete and return Attachment A.***

**C18. Inadequate Service:** In cases where materials, goods or services are not properly delivered, the Bidder will either remedy the defect or be responsible for reimbursement of the difference to the County for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the County's sole discretion.

**C19. Failure of Performance and/or Delivery:** If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the County for any damages caused by the Bidder's failure to perform as stated.

**C20. Protection of Property:** At all times, the successful Bidder shall guard from damage or loss to property of the County, or of other Bidders or contractors, and shall replace or repair any loss or damage unless such damage is caused by the County, other Bidders, or contractors. The County may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

**C21. Unsatisfactory Work:** Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the County.

**C22. Service Requirements:** The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that Osceola County's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the County shall have the right to rescind the purchase order and award the project to another Bidder.

**C23. New Product:** Any and all products provided under this bid shall be new and unused.

**C24. Most Favored Customer:** The County seeks and demands to be the most favored customer of each Bidder who does business with the County. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the County's under

|                                                                           |                                                                                                                    |                                                                             |
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| Title : Fencing Services, Purchase, Installation and/ or Repair           |                                                                                                                    |                                                                             |

similar terms and conditions. The successful Bidder agrees to provide the County discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

- C25. Price Reduction Clause:** The County will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The County will shall request a price reduction from the date that the violation took place. The successful Bidder will owe the County a discount proportionately equal to that given the most favored customer.
- C26. Non-Exclusivity Clause:** Nothing herein is intended nor shall be construed as creating any all-encompassing arrangement with the successful Bidder. The awarded Agreement shall not restrict the County from acquiring goods and/or services outlined herein from other contractors, service providers, vendors, and/or sources.

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#### **SECTION D.**

#### **AWARD OR REJECTION OF BIDS.**

- D1. Award of Contract/Purchase Order:** Award will be made to the responsible Bidder most responsive to the solicitation with the lowest overall bid which meets the specifications.
- D2. Delivery:** Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.
- D3. Split Award:** The County reserves the right to make an award to one Bidder, to split the award between Bidders, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.
- D4. Right to Reject:** The County reserves the right to reject any or all bids, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject the bids, or any part thereof, which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the bid from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.
- D5. Bid Results:** The bid tabulation sheet should be available within forty-eight (48) hours of the bid opening date and will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. The bid tabulation sheet may also be viewed via the Onvia DemandStar System; accessible via the link located on the Procurement Services section page of [www.osceola.org](http://www.osceola.org). In the alternative, a Bidder may contact Onvia at (800) 711-1712 for the results or a Bidder may also call the Osceola County Procurement Services Office at (407) 742-0900 for results.
- D6. Best Prices:** An award will be made without further negotiation based upon competitive bids; therefore, the Bidder's best price should be submitted in response to this Invitation to Bid.
- D7. Reasonable Prices:** A reasonable unit price must be submitted for each work element. In the event that any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.
- D8. Local Preference:** The Osceola County Board of County Commissioners has established a multilevel local vendor preference policy. As such, "local preference" applies to Osceola County persons, firms, and/or corporations which meet the established criteria. The local preference is subject to the request for quotation and formal bid solicitation procedures of the Osceola County Administrative Code and shall be applied as follows:
- (a) Five percent (5%) of the net bid price up to \$249,999.99, as referenced on the bid price schedule.
  - (b) Four percent (4%) of the net bid price from \$250,000.00 to \$999,999.99, as referenced on the bid price schedule.
  - (c) Three percent (3%) of the net bid price from \$1,000,000.00 to \$1,999,999.99, as referenced on the bid price schedule.
  - (d) Two percent (2%) of the net bid price \$2,000,000.00 and above, as referenced on the bid price schedule, up to a not to exceed total resident preference of \$60,000.00.

If applying for local vendor preference, please complete Attachment "E", Local Vendor Eligibility Form and submit with your bid. However, if you have been certified by Osceola County as a local vendor, please include a copy of your Osceola County issued certification with your bid submittal.

For additional information relating to qualifications, eligibility and exceptions of this policy; please refer to the Osceola County Administrative Code, Chapter 3, Section 3.33.

- D9. MWBE and SDVBE Preference:** The Osceola County Board of County Commissioners has established a multilevel a minority and woman-owned business enterprise (MWBE) and service disabled veteran's business enterprise (SDVBE) preference policy. As such, "MWBE and SDVBE preference" applies to firms, and/or corporations who meet the established criteria and have received certification or reciprocal certification from Osceola County. The MWBE and SDVBE preference is applied to the request for quotation and formal bid solicitation procedures of the Osceola County Administrative Code and shall be applied as follows:

|                                                                         |                                                                                                                    |                                                                             |
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- (a) Four percent (4%) of the net bid price up to \$249,999.99, as referenced on the bid price schedule.
- (b) Three percent (3%) of the net bid price from \$250,000.00 to \$999,999.99, as referenced on the bid price schedule.
- (c) Two percent (2%) of the net bid price from \$1,000,000.00 to \$1,999,999.99, as referenced on the bid price schedule.
- (d) One percent (1%) of the net bid price \$2,000,000.00 and above, as referenced on the bid price schedule, up to a not to exceed total resident preference of \$60,000.00.

For additional information relating to qualifications, eligibility and exceptions of this policy; please refer to the Osceola County Administrative Code, Chapter 3, Section 3.34.

**IMPORTANT NOTE:** *Preference can be taken once per vendor per solicitation. A firm that is both MWBE and SDVBE can use one or the other preference but not both. Additionally, the MWBE and SDVBE preference cannot be used in addition to local preference, if applicable. If applying for MWBE or SDVBE preference, please include a copy of your Osceola certification with your bid submission.*

- D10. Debarred Bidders:** The County reserves the right to withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the County's sole determination as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.
- D11. Drug-Free Workplace Preference:** Whenever two or more bids, which are equal with respect to price, quality, delivery, and services, are received for procurement subject to the Osceola County Administrative Code, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference, in accordance with section 287.087, Florida Statutes. Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. Further information regarding the Florida Statutes is available at the Osceola County Procurement Services Office and/or by calling (407) 742-0900.
- D12. Determining Responsibility:** In determining responsibility, the following qualifications will be considered:
  - (a) The Bidder's ability, capacity, and skill to perform the contract or provide the service within the time specified.
  - (b) The reputation, judgment, and experience of the Bidder.
  - (c) The quality of performance of previous contracts or services, including previous performance with the County.
  - (d) Previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
  - (e) Financial resources of the Bidder to perform the contract or provide the service.
  - (f) Ability to provide future maintenance and service for the use of the subject of the contract.
  - (g) Whether the Bidder is in arrears to the County on a debt or contract, or is in default on surety to the County, or whether the Bidder's taxes or assessments are delinquent.

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## **SECTION E. SPECIFICATIONS FOR FENCING SERVICES**

### **E1. Scope of Service – General:**

The successful bidder shall provide fencing services, to be used by various Departments of the County. Fencing Services is defined as purchase of products, providing materials, labor, installation and repairs. It shall be the responsibility for the successful bidder to provide travel time and or shipping charges in the pricing of the bidding process. It is understood that there may be additions or deletions to the specifications listed herein during the term of the Agreement as dictated by the needs of the County. Pricing submitted shall be all inclusive; the County shall not entertain or accept separate changes for traveling, service calls, shipping and or delivery.

### **E2. Stockage:**

The successful bidder shall have adequate inventory capacity to meet the requirements of the County on an as-needed basis, within five (5) business days after the County places of an order.

### **E3. Technical Specifications:**

It is the successful bidder's sole responsibility to perform site inspection, provide material list necessary to achieve project completion, installations, equipment, labor, and materials of various sizes and types of fencing. In addition, the successful bidder shall be able to provide repair services that shall include recycling of existing materials. Each project shall be carefully executed in the best method known to the trade, all to be left in perfect, complete, and undamaged condition without exceptions.

### **E4. Installation Services:**

The successful bidder shall install fencing, including all necessary concrete footing, posts, gates, bracings, rails, tension wires, and/or fittings in accordance with the building codes of Osceola County for temporary and or permanent fencing. All services shall be performed as indicated on drawings, order, and or cover letter from the County which accompanies the purchase order and in accordance with the specifications listed herein. Installation shall start within five (5) business days of receipt of purchase order issued by the initiating County department and completed within twenty-one (21) calendar days.

### **E5. Chain Link Fencing:**

The successful bidder shall provide tension wires at the bottom and top of all chain link fencing where applicable. This shall be # 7 gauge wire, hot dip galvanized, stretched and fastened to fabric with shoat hop rings, space 2 feet-0 inches.

### **E6. Fabric:**

The successful bidder shall use basic open hearth steel wire, hot dip galvanized fabric. Fabric shall be #9 gauge wire woven in two-inch (2") mesh with top selvage knuckled. No copper use permitted.

- A. Fencing six feet (6') or higher, as measured from the ground, will not need to have top selvage knuckled unless specifically noted on the drawings. Mesh wire shall have tensile strength of 85,000 PSI, zinc coating shall be a minimum of 1.2 ounces per square foot of bare wire and stand six (6) one (1) minute dips by preece test per American Society for Testing and Materials.
- B. Fabric Ties shall be #9 gauge galvanized steel wire spaced fourteen inches (14") maximum apart on posts and twenty-four inches (24") maximum apart on top rail. Fabric ties shall be galvanized steel.

### **E7. Line Posts:**

The successful bidder shall use outside diameter steel pipe line posts measuring 1.90 inches wide, hot dip galvanized weighing a minimum of 2.72 pounds per foot, nominal spaced ten (10) feet apart and set two (2)

|                                                                         |                                                                                                                    |                                                                             |
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feet deep in concrete for four (4) and five (5) foot high fencing post. Outside diameter steel pipe 2.375 feet hot dip galvanized weighing a minimum of 3.65 pounds per foot nominal or 2 ¼ feet galvanized H-beam weighing a minimum of 4.1 pounds per foot nominal spaced ten (10) feet apart and set three (3) deep in concrete for six (6) and ten (10) foot high fencing post. Post and rails shall be one piece free of welded sections.

**E8. Top Rail (where applicable):**

The successful bidder shall use one and five-eighths (1 5/8) inches steel pipe, hot dip galvanized, weighing a minimum of 2.27 pounds per foot nominal and joined with expansion sleeve connectors. Rails shall be continuous between terminal posts within each stretch of fence.

**E9. Corner and End Posts:**

The successful bidder shall use outside diameter steel pipe 2.375 inches hot dip galvanized, weighing a minimum of 5.79 pounds per foot. Furnish to set three (3) feet in concrete and rigidly braced for four (4) and five (5) foot high fencing posts. Outside diameter steel pipe 2.875 hot dip galvanized weighing a minimum of 5.79 pounds per foot. Furnish to set three (3) feet in concrete and rigidly braced for six (6) and ten (10) foot high fencing posts.

**E10. Gate Posts:**

The successful bidder shall use outside diameter steel pipe 2.875 inches hot dip galvanized weighing a minimum of 5.79 pounds per foot, to be use for single gates with openings up to and including six (6) feet and double gates with openings up to and including twelve (12) feet. Four (4) inch pipe weighing a minimum of 9.1 pounds per foot to be used for single gates with openings over six (6) feet up to and including thirteen (13) feet and double gates with openings over twelve (12) feet up to and including twenty six (26) feet.

**E11. Gates:**

The successful bidder shall use framework for four (4) and five (5) foot fencing shall be 1 5/8 inches O.D. steel pipe, weighing a minimum of 2.27 pounds per foot. Framework for six (6) foot high fencing shall be 1.90 inches O.D. steel pipe weighing a minimum of 2.72 pounds per foot. Assemble with heavy duty malleable iron fittings or welded. Gates as specified in the plans. Height to match fencing. All gate materials shall be hot dip galvanized. For all gates larger than six (6) feet wide, hinges must be welded to gate and gate post. The rear wheels and axles on the sliding gates shall be malleable iron, hearne steel equal.

**E12. Bracings:**

The successful bidder shall use for six foot (6') and higher end, corner, and gate posts to be furnished with 1 5/8 inches O.D. hot dip galvanized steel pipe horizontal braces, complete with galvanized truss rods, unbuckles, bolts and nuts. Post for swinging gates shall be furnished with auxiliary diagonal braces where conditions require additional strength. All material shall be hot dip galvanized.

**E13. Footings:**

The successful bidder shall use all posts set in concrete which shall be Florida Department of Transportation (F.D.O.T.) Class I, which shall contain not less than six (6) bags of cement per cubic yard. Concrete shall be well rodded or vibrated in place. Concrete base shall have a diameter of not less than four (4) times the diameter of the post it encompasses. All footings shall be crowned in a manner to shed water and concrete shall be poured full depth.

**E14. Hinges:**

The successful bidder shall use 180 degree industrial type hinges.

|                                                                         |                                                                                                                    |                                                                             |
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**E15. Latches:**

The successful bidder shall use eccentric double locking type latches, which engage strikes securely bolted to either gate frame of gate post at both top and bottom, and in case of double gate engage also a heavy malleable iron non-freezing gate stop anchored in concrete footing, for walk gates up to and including four (4) feet opening, a fork type latch shall be furnished. All latches shall be readily locked with padlock.

**E16. Gate Keeper:**

The successful bidder shall equip each gate frame with a keeper which automatically engages the gate frame when swung to the open position, and shall be capable of being locked.

**E17. Outriggers when specified:**

The successful bidder shall use angled type with three (3) strands of four (4) point barbed wire, hot dip galvanized outriggers.

**E18. Miscellaneous Fittings:**

The successful bidder shall use all fittings entering into the fence necessary to make a complete installation. Said fittings shall be malleable iron, or pressed steel, hearne steel or equal. All ferrous material shall be thoroughly galvanized by the hot dip method.

**E19. Caps:**

The successful bidder shall provide all posts capped with hot dipped malleable iron bullet, ball, or other approved fitting by the County.

**E20. Field Fencing:**

The successful bidder shall utilize standard field fencing with #9 gauges and shall have two (2) strands of barbed wire at top for a total height of five (5) feet.

- A. Timber fence post and braces shall be of southern yellow pine or cypress and shall be pressure treated.
  - i. Minimum lengths allowed
    - a. Line Posts – 8 Feet
    - b. Corner and Pull Posts – 8 feet, 6 inches
    - c. Braces – as required by plans
  - ii. Minimum cross section allowed
    - a. Round line post – 4 inches diameter
    - b. Round braces, corner pull posts – 5 inches diameter
    - c. Square line posts – nominal 4x4 inches
    - d. Square braces, corner and pull posts – nominal 5x5 inches
- B. The minimum diameter specified for round posts are applicable before preservative treatment. When treated post is inspected at the job site, a tolerance of 3/8 inch under such diameter will be allowed, to compensate for shrinkage resulting from treatment and storage.

**E21. Wood Fencing:**

The successful bidder shall provide boards for boards fencing pressure treated, rough cut wood fencing. Boards for board fencing shall be pressure treated, rough cut. Boards shall be nailed to line posts. All line and corner posts shall be pressure treated and the top of the posts shall be cut to the COUNTY's desired shape as noted on drawings or purchase orders. Posts shall be spaced eight (8) feet O.C.

|                                                                         |                                                                                                                         |                                                                             |
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**SECTION F.**                      **BID PRICE SCHEDULE.**

In accordance with the terms, conditions, and scope of services set forth above, the Bidder hereby submits the following prices for AR-11-2018-CV, Fencing Services, as follows:

**GROUP A-1. Chain link fencing: Installed, to include fabric, line posts, top rails, tension wires and all fittings.**

| Item Number                                | Height of fence                                                         | Estimated Quantity | 1-100 feet price/foot | Extended price | 101-500 feet price/foot | Extended price | Over 500 ft price/foot | Extended Price |
|--------------------------------------------|-------------------------------------------------------------------------|--------------------|-----------------------|----------------|-------------------------|----------------|------------------------|----------------|
| 1                                          | Four (4') foot                                                          | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 2                                          | Five (5') foot                                                          | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 3                                          | Six (6') foot                                                           | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 4                                          | Eight (8')foot                                                          | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 5                                          | Ten (10') foot                                                          | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 6                                          | Six (6') foot with 3 strands barbed wire at top for security purposes   | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 7                                          | Eight (8') foot with 3 strands barbed wire at top for security purposes | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 8                                          | Ten (10') foot with 3 strands barbed wire at top for security purposes  | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| <b>TOTALS</b>                              |                                                                         |                    |                       | \$             |                         | \$             |                        | \$             |
| <b>A-1. TOTAL (Includes three columns)</b> |                                                                         |                    |                       | \$             |                         |                |                        |                |

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**GROUP A-2. Installed, End Posts, corner posts, gate posts, gates, with bracings and fittings:**

| Item Number | Description                                           | Estimated Quantity | Unit Price | Extended Price |
|-------------|-------------------------------------------------------|--------------------|------------|----------------|
| 9           | 4 foot end post                                       | 5 ea               | \$         | \$             |
| 10          | 5 foot end post                                       | 5 ea               | \$         | \$             |
| 11          | 6 foot end post w/ bracings & fittings                | 5 ea               | \$         | \$             |
| 12          | 10 foot end post w/ bracings & fittings               | 10 ea              | \$         | \$             |
| 13          | 4 foot corner post                                    | 20 ea              | \$         | \$             |
| 14          | 5 foot corner post                                    | 5 ea               | \$         | \$             |
| 15          | 6 foot corner post w/bracings & fittings              | 5 ea               | \$         | \$             |
| 16          | 10 foot corner post w/bracings & fittings             | 4 ea               | \$         | \$             |
| 17          | 4 foot, 3" O.D. gate post                             | 10 ea              | \$         | \$             |
| 18          | 5 foot, 3" O.D. gate post                             | 5 ea               | \$         | \$             |
| 19          | 6 foot, 3" O.D. gate post w/bracings & fittings       | 3 ea               | \$         | \$             |
| 20          | 4 foot, 4" O.D. gate post                             | 5 ea               | \$         | \$             |
| 21          | 5 foot, 4" O.D. gate post                             | 5 ea               | \$         | \$             |
| 22          | 6 foot, 4" O.D. gate post w/bracings & fittings       | 5 ea               | \$         | \$             |
| 23          | 4' x 3.6' w, swing gate set w/fittings                | 1 ea               | \$         | \$             |
| 24          | 5' x 3.6' w, swing gate set w/fittings                | 4 ea               | \$         | \$             |
| 25          | 6' x 4' w, swing gate w/ fittings                     | 1 ea               | \$         | \$             |
| 26          | 6' x 6' w, single swing gate w/fittings (6' opening)  | 1 ea               | \$         | \$             |
| 27          | 6' x 6' w, double swing gate w/fittings (12' opening) | 1 ea               | \$         | \$             |
| 28          | 4' x 6' w, single swing gate                          | 1 ea               | \$         | \$             |
| 29          | 4' x 6' w, double swing w/fittings (12' opening)      | 1 ea               | \$         | \$             |
| 30          | 4' x 10' w, single swing w/fittings (10' opening)     | 1 ea               | \$         | \$             |

|                                                                         |                                                                                                                    |                                                                             |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |

|                       |                                                        |      |    |    |
|-----------------------|--------------------------------------------------------|------|----|----|
| 31                    | 4' x 10' w, double swing w/fittings (20' opening)      | 1 ea | \$ | \$ |
| 32                    | 4' x 12' w, single swing w/fittings (12' opening)      | 1 ea | \$ | \$ |
| 33                    | 4' x 12' w, double swing w/fittings (24' opening)      | 1 ea | \$ | \$ |
| 34                    | 6' x 20' w, single slide gate w/fittings (20' opening) | 1 ea | \$ | \$ |
| 35                    | 6' x 10' w, single swing w/ fittings (10' opening)     | 1 ea | \$ | \$ |
| 36                    | 6' x 12' w, double swing w/fittings (24' opening)      | 1 ea | \$ | \$ |
| 37                    | 6' x 12' w, single swing w/ fittings (12' opening)     | 1 ea | \$ | \$ |
| 38                    | 4' x 12' w, slide gate w/fittings                      | 1 ea | \$ | \$ |
| 39                    | 4' Galvanized Panel Gate (6' height)                   | 1 ea | \$ | \$ |
| 40                    | 8' Galvanized Panel Gate (6' height)                   | 1 ea | \$ | \$ |
| 41                    | 10' Galvanized Panel Gate (6' height)                  | 1 ea | \$ | \$ |
| 42                    | 12' Galvanized Panel Gate (6' height)                  | 1 ea | \$ | \$ |
| 43                    | 8' Tube Gate                                           | 1 ea | \$ | \$ |
| 44                    | 10' Tube Gate                                          | 1 ea | \$ | \$ |
| 45                    | 12' Tube Gate                                          | 1 ea | \$ | \$ |
| <b>A-2. SUB TOTAL</b> |                                                        |      |    | \$ |

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LEFT INTENTIONALLY BLANK**

**GROUP A-3. Field Fencing, hog wire or barbed wire, installed.**

|                                                                         |                                                                                                                         |                                                                             |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                          | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900      Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                         |                                                                             |

| Item Number          | Description                     | Est. Quantity | Unit Price/foot | Extended Price |
|----------------------|---------------------------------|---------------|-----------------|----------------|
| 46                   | Hog wire, 9 gauge               | 500 feet      | \$              | \$             |
| 47                   | 5-strand barbed wire 12 ½ gauge | 500 feet      | \$              | \$             |
| <b>A-3. SUBTOTAL</b> |                                 |               |                 | \$             |

**GROUP A-4. Wood Fencing to include line posts (8' minimum) end posts and corner posts (8.5' minimum), installed.**

| Item Number          | Description                   | Est. Quantity | Unit Price | Extended Price |
|----------------------|-------------------------------|---------------|------------|----------------|
| 49                   | 1' x 6' board fencing, 2 rail | 250 feet      | \$         | \$             |
| 50                   | 1'x 6' board fencing, 3 rail  | 250 feet      | \$         | \$             |
| 51                   | 2' x 6' board fencing, 2 rail | 250 feet      | \$         | \$             |
| 52                   | 2'x6' board fencing, 3 rail   | 250 feet      | \$         | \$             |
| 53                   | 4 x 4 line posts              | 10 ea         | \$         | \$             |
| <b>A-4. SUBTOTAL</b> |                               |               |            | \$             |

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**Material only, NO INSTALLATION:**

**GROUP B-1. Chain link fencing: Include fabric, line posts, top rails, tension wires and all fittings.**

|                                                                         |                                                                                                                         |                                                                             |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                          | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
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| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                         |                                                                             |

| Item Number                            | Height of fence | Estimated Quantity | 1-100 feet price/foot | Extended price | 101-500 feet price/foot | Extended price | Over 500 ft price/foot | Extended Price |
|----------------------------------------|-----------------|--------------------|-----------------------|----------------|-------------------------|----------------|------------------------|----------------|
| 54                                     | Four (4') foot  | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 55                                     | Five (5') foot  | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 56                                     | Six (6') foot   | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| 57                                     | Ten (10') foot  | 1000'              | \$                    | \$             | \$                      | \$             | \$                     | \$             |
| <b>TOTALS</b>                          |                 |                    |                       | \$             |                         | \$             |                        | \$             |
| <b>B-1. TOTAL (Includes 3 columns)</b> |                 |                    |                       | \$             |                         |                |                        |                |

**GROUP B-2. No Installation, End Posts, corner posts, gate posts, gates, with bracings and fittings:**

| Item Number | Description                                     | Estimated Quantity | Unit price | Extended Price |
|-------------|-------------------------------------------------|--------------------|------------|----------------|
| 58          | 4 foot end post                                 | 5 ea               | \$         | \$             |
| 59          | 5 foot end post                                 | 5 ea               | \$         | \$             |
| 60          | 6 foot end post w/ bracings & fittings          | 5 ea               | \$         | \$             |
| 61          | 10 foot end post w/ bracings & fittings         | 10 ea              | \$         | \$             |
| 62          | 4 foot corner post                              | 20 ea              | \$         | \$             |
| 63          | 5 foot corner post                              | 5 ea               | \$         | \$             |
| 64          | 6 foot corner post w/bracings & fittings        | 5 ea               | \$         | \$             |
| 65          | 10 foot corner post w/bracings & fittings       | 4 ea               | \$         | \$             |
| 66          | 4 foot, 3" O.D. gate post                       | 10 ea              | \$         | \$             |
| 67          | 5 foot, 3" O.D. gate post                       | 5 ea               | \$         | \$             |
| 68          | 6 foot, 3" O.D. gate post w/bracings & fittings | 3 ea               | \$         | \$             |
| 69          | 4 foot, 4" O.D. gate post                       | 5 ea               | \$         | \$             |
| 70          | 5 foot, 4" O.D. gate post                       | 5 ea               | \$         | \$             |

|                                                                         |                                                                                                                         |                                                                             |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                          | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900      Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                         |                                                                             |

|    |                                                        |      |    |    |
|----|--------------------------------------------------------|------|----|----|
| 71 | 6 foot, 4" O.D. gate post w/bracings & fittings        | 5 ea | \$ | \$ |
| 72 | 4' x 3.6' w, swing gate set w/fittings                 | 1 ea | \$ | \$ |
| 73 | 5' x 3.6' w, swing gate set w/fittings                 | 4 ea | \$ | \$ |
| 74 | 6' x 4' w, swing gate w/ fittings                      | 1 ea | \$ | \$ |
| 75 | 6' x 6' w, single swing w/fittings (6' opening)        | 1 ea | \$ | \$ |
| 76 | 6' x 6' w, double swing w/fittings (12' opening)       | 1 ea | \$ | \$ |
| 77 | 4' x 6' w, single swing                                | 1 ea | \$ | \$ |
| 78 | 4' x 6' w, double swing w/fittings (12' opening)       | 1 ea | \$ | \$ |
| 79 | 4' x 10' w, single swing w/fittings (10' opening)      | 1 ea | \$ | \$ |
| 80 | 4' x 10' w, double swing w/fittings (20' opening)      | 1 ea | \$ | \$ |
| 81 | 4' x 12' w, single swing w/fittings (12' opening)      | 1 ea | \$ | \$ |
| 82 | 4' x 12' w, double swing w/fittings (24' opening)      | 1 ea | \$ | \$ |
| 83 | 6' x 20' w, single slide gate w/fittings (20' opening) | 1 ea | \$ | \$ |
| 84 | 6' x 10' w, single swing w/ fittings (10' opening)     | 1 ea | \$ | \$ |
| 85 | 6' x 12' w, double swing w/fittings (24' opening)      | 1 ea | \$ | \$ |
| 86 | 6' x 12' w, single swing w/ fittings (12' opening)     | 1 ea | \$ | \$ |
| 87 | 4' x 12' w, slide gate w/fittings                      | 1 ea | \$ | \$ |
| 88 | 4' Galvanized Panel Gate                               | 1 ea | \$ | \$ |
| 89 | 8' Galvanized Panel Gate                               | 1 ea | \$ | \$ |
| 90 | 10' Galvanized Panel Gate                              | 1 ea | \$ | \$ |
| 91 | 12' Galvanized Panel Gate                              | 1 ea | \$ | \$ |
| 92 | 8' Tube Gate                                           | 1 ea | \$ | \$ |
| 93 | 10' Tube Gate                                          | 1 ea | \$ | \$ |
| 94 | 12' Tube Gate                                          | 1 ea | \$ | \$ |

|                                                                         |                                                                                                                    |                                                                             |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |

|                      |           |
|----------------------|-----------|
| <b>B-2. SUBTOTAL</b> | <b>\$</b> |
|----------------------|-----------|

**GROUP B-3. No Installation, Field Fencing, hog wire or barbed wire.**

| Item Number          | Description                    | Est. Quantity | Unit Price | Extended Price |
|----------------------|--------------------------------|---------------|------------|----------------|
| 95                   | Hog wire, 9 gauge              | 500 feet      | \$         | \$             |
| 96                   | Barbed wire 12 ½ gauge         | 2500 feet     | \$         | \$             |
| 97                   | Line Posts 8', 4" diameter     | 250 each      | \$         | \$             |
| 98                   | Corner Posts 8.5', 5" diameter | 100 each      | \$         | \$             |
| <b>B-3. SUBTOTAL</b> |                                |               |            | <b>\$</b>      |

**GROUP B-4. No Installation, Wood Fencing and end posts, corner posts**

| Item Number       | Description           | Est. Quantity | Unit Price | Extended Price |
|-------------------|-----------------------|---------------|------------|----------------|
| 99                | 1' x 6' board fencing | 500 feet      | \$         | \$             |
| 100               | 2' x 6' board fencing | 500 feet      | \$         | \$             |
| 101               | 4 x 4 line posts      | 10 ea         | \$         | \$             |
| <b>B-4. TOTAL</b> |                       |               |            | <b>\$</b>      |

|                            |           |
|----------------------------|-----------|
| <b>A-1. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>A-2. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>A-3. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>A-4. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>B-1. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>B-2. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>B-3. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>B-4. SUBTOTAL PRICE</b> | <b>\$</b> |
| <b>BID GRAND TOTAL</b>     | <b>\$</b> |

**SECTION G. CERTIFICATION OF BIDDER.**

To the Procurement Services Office Manager:

|                                                                         |                                                                                                                    |                                                                             |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that this bid is genuine, not a sham or collusive or made on behalf of another person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any other Bidder to submit a sham bid; that the undersigned has not directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a bid; and that the undersigned has not in any manner sought collusion to secure an advantage over any other Bidder. By submittal of this bid, the undersigned agrees to abide by all terms and conditions set forth herein, including, but not limited to, the specifications, bid security, prompt contracting, and timely delivery of the services and/or equipment to be procured hereby.

**Have you supplied all the required submittal documents as outlined below? Please place a check mark ( ✓ ) next to each applicable item:**

- Invitation to Bid cover page completed and signed (Page 1 of the solicitation document) - **REQUIRED**
- Completed and executed Certification of Bidder (Section G) - **REQUIRED**
- Proof of Insurance, (minimum limits set forth in Attachment B) - **REQUIRED**
- Occupational License / Osceola County Local Business Tax Receipt, as applicable - **REQUIRED**
- All Attachments, as applicable
- Addendum Acknowledgement, if applicable
- Bid / Performance Bonds, if applicable
- Single reproducible diskette, CD-ROM or memory stick containing entire bid submittal
- Local Vendor Eligibility Form (Attachment E), if applicable
- Vendor Demographics Survey Form (Attachment F - Optional)

If the Bidder is not successful as Prime Supplier, will the Bidder be willing to serve in a Secondary Supplier capacity under the same terms and conditions contained herein? Yes \_\_\_\_\_ No \_\_\_\_\_

|                                                                                                                                                                                                                                                                                                                               |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Osceola County is currently contracted with Bank of America for the utilization of their VISA credit card. Is your firm able to accept the Bank of America VISA credit card for payment of services/commodities? Please indicate whether your company will accept VISA payments in lieu of a County check. Yes _____ No _____ |               |
| <b>Prompt Payment Discount:</b> _____ % _____ Days<br><i>Discount for prompt payment of 30 days or longer may be considered in Evaluation of Award.</i>                                                                                                                                                                       |               |
| <b>Signature of Authorized Representative:</b>                                                                                                                                                                                                                                                                                | <b>Date:</b>  |
| <b>Printed Name:</b>                                                                                                                                                                                                                                                                                                          | <b>Title:</b> |

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:  
 ADDENDUM# \_\_\_\_\_ THROUGH ADDENDUM# \_\_\_\_\_

|                                                                                                                |                                                                                                                    |                                                                             |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                                                                  | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coraly Vazquez<br>Email: <a href="mailto:cvaz@osceola.org">cvaz@osceola.org</a> | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair                                                |                                                                                                                    |                                                                             |

### ATTACHMENT "A" STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form, prior to the date shown for receipt of bids, to the **Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.**

I/we have declined to bid on AR-11-2018-CV, titled "Fencing Services, Purchase, Installation and/or Repairs", for the following reasons:

- \_\_\_\_\_ Specifications are too "restrictive" (i.e. geared toward one toward one brand or manufacturer) as explained below.
- \_\_\_\_\_ Insufficient time to respond to Invitation to Bid
- \_\_\_\_\_ I/we do not offer this product or equivalent
- \_\_\_\_\_ My/our product sheet would not permit us to perform the services required
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear as explained below
- \_\_\_\_\_ Other as specified below

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I/we understand that if the "No Bid" letter is not executed and returned, my/our name may be deleted from the list of qualified Bidders for Osceola County for future projects.

\_\_\_\_\_  
 Typed Name and Title

\_\_\_\_\_  
 Signature and Title

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

\_\_\_\_\_  
 Address

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

\_\_\_\_\_  
 Date

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

|                                                                           |                                                                                                                    |                                                                             |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                             | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
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| Title : Fencing Services, Purchase, Installation and/ or Repair           |                                                                                                                    |                                                                             |

### ATTACHMENT "B" INSURANCE REQUIREMENTS

- A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits as outlined in the provided hereto sample Acord 25 Certificate of Liability Insurance.
- C. **County as Additional Insured:** The successful Bidder/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- D. **Certificates of Insurance:** The successful Bidder/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
  2. The specified job by name and job number,
  3. The name of the insurer,
  4. The number of the policy,
  5. The effective date,
  6. The termination date,
  7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
  8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners  
c/o Director of Human Resources  
1 Courthouse Square, Suite 4700  
Kissimmee, Florida 34741**

**Any other wording in the Certificate Holders Box shall not be acceptable.**  
Non-conforming certificates will be returned for correction.

- E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. **Subcontractors:** The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and made readily available upon request by the County.
- G. **Loss Deductible Clause:** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

Initials of Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

*The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.*

**>>>Failure to submit this form may be grounds for disqualification of your submittal.<<<**

|                                                                         |                                                                                                                    |                                                                             |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
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| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |

## ACORD 25 FORM - SAMPLE CERTIFICATE OF LIABILITY INSURANCE

| ACORD CERTIFICATE OF LIABILITY INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     | OF 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DATE(MM/DD/YYYY)                                                                                                                                                                                         |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--|--------|---------------------------------------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>Construction-FL A</b><br>PROVIDER<br><br><br><br><br><br><br><br><br><br>INSURED<br><br><br>Name & Address of Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.<br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 5px;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left; padding: 5px;">NAIC #</th> </tr> <tr> <td style="padding: 5px;">INSURER A: Am Best Rating A++/VII or Better</td> <td colspan="2"></td> </tr> <tr> <td style="padding: 5px;">INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td style="padding: 5px;">INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td style="padding: 5px;">INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td style="padding: 5px;">INSURER E:</td> <td colspan="2"></td> </tr> </table> |                                                                                                                                                                                                          | INSURERS AFFORDING COVERAGE |  | NAIC # | INSURER A: Am Best Rating A++/VII or Better |  |  | INSURER B: |  |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  |
| INSURERS AFFORDING COVERAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                   | NAIC #        |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A: Am Best Rating A++/VII or Better                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| COVERAGE<br>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| SUBJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | TYPE OF INSURANCE                                                                                                                                                                                                                                 | POLICY NUMBER | POLICY EFFECTIVE DATE                                                                                                                                                                                                                                                                                                                                                               | POLICY EXPIRATION DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LIMITS                                                                                                                                                                                                   |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| GENERAL LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCURS<br><br>GEN'L AGGREGATE LIMIT AFFEE PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | EACH OCCURRENCE \$ 1,000,000<br>PRODUCED DAMAGE \$ 50,000<br>VEHICULAR (Any employee) \$ 5,000<br>PERSONAL AND FAMILY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPOUND \$ 2,000,000 |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| AUTOMOBILE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>NON-OWNED AUTOS<br>HIRED AUTOS                                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | COMBINED SINGLE LIMIT (All coverages) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                              |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| GARAGE LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ANY AUTO                                                                                                                                                                                                                                          |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | AUTOONLY - SA ACCIDENT \$<br>(Non-Owned) \$ 500,000<br>AUTOONLY \$                                                                                                                                       |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| EXCESS/UMBRELLA LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> EXCESS <input type="checkbox"/> CLAIMS MADE<br><br>OCCURRENCE<br>RETENTION \$                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$<br>\$                                                                                                                                       |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ANY PROPERTY PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (yes/no/other)<br>SPECIAL PROVISIONS/NOTES                                                                                                                                                  |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 5,000,000 LIMIT<br>EL EACH ACCIDENT \$ 500,000<br>EL DISEASE-SA EMPLOYEE \$ 500,000<br>EL DISEASE - IND. BY LIMIT \$ 500,000                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| PROFESSIONAL LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | EACH CLAIM \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                        |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS<br>Osceola County Board of County Commissioners and Osceola County are named additional insureds on the general liability, auto liability and professional liability policies for liability arising from the provision of products or services to Osceola County by the Named Insured. The general liability policy contains exclusions for intentional acts and for the named insured's liability for the named insured's liability, professional liability & workers compensation/employees liability policies contain a waiver of subrogation in favor of Osceola County. *except 10 day notice for non-payment of |                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| CERTIFICATE HOLDER<br>Osceola County Board of County Commissioners<br>c/o Director of Human Resources<br>1 Courthouse Sq., Ste 400<br>Kissimmee, FL 34741                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                   |               | COMPLETION<br>KNOWLEDGE OF THE ABOVE INFORMATION WAS OBTAINED BY THE CERTIFICATE HOLDER<br>DATE THEREOF, THE INSURED AGREES WILL ENDORSE TO MAKE 30* DAYS/NOTES<br><br>NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES<br><br>AUTHORIZED REPRESENTATIVE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                             |  |        |                                             |  |  |            |  |  |            |  |  |            |  |  |            |  |  |

|                                                                          |                                                                                                                         |                                                                             |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                            | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                          | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coraly Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900      Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair          |                                                                                                                         |                                                                             |

## ATTACHMENT "C" DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

### In order to have a drug-free workplace program, a business shall:

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

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

\_\_\_\_\_  
Bidder's Signature, Title, Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH BID**  
**>>>>Failure to submit this form with your Bid may disqualify your response. <<<<**

|                                                                         |                                                                                                                    |                                                                             |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |

## ATTACHMENT "D" EXPERIENCE OF BIDDER

The following questionnaire shall be completed by the Bidder to assist in the evaluation of the bid submittals.

1. **FIRM NAME:** \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- Name of primary contact responsible for work performance: \_\_\_\_\_
- Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
- Email address: \_\_\_\_\_
- Name of alternate contact should primary not be available: \_\_\_\_\_
- Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

2. **PERSONNEL:** Please provide the current composition of your workforce:

| Description               | Number |
|---------------------------|--------|
| Total Number of Employees |        |
| Management                |        |
| Technical                 |        |
| Clerical                  |        |

3. **EXPERIENCE:**
- Years in business: \_\_\_\_\_
- Years in business under this name: \_\_\_\_\_
- Years performing this type of work: \_\_\_\_\_
- Value of work now under contract: \_\_\_\_\_
- Value of work in place last year: \_\_\_\_\_
- Percentage (%) of work usually self-performed: \_\_\_\_\_
- Name of subcontractors you may use: \_\_\_\_\_
- Has firm: Failed to complete a contract: \_\_\_\_\_
- Been involved in bankruptcy or reorganization: \_\_\_\_\_
- Pending judgment claims or suits against firm: \_\_\_\_\_
- What company do you use for pre-employment criminal background checks? \_\_\_\_\_

|                                                                         |                                                                                                                    |                                                                             |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: cvaz@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |

4. **SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had any job related fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered **YES** to either of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.

5. **INSURANCE AGENCY COMPANY NAME:** \_\_\_\_\_

Agent Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Total Bonding Capacity: \$ \_\_\_\_\_

Value of Work Presently Bonded: \$ \_\_\_\_\_

6. **LOCAL SERVICE FACILITY:**

Name of local service center: \_\_\_\_\_

Address of local service center: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Contact person: \_\_\_\_\_

7. **WORK EXPERIENCE:**

List your three (3) most significant commercial projects where the contract was similar in scope and size to this Bid completed in the last three (3) years:

**Reference #1:**

Company/Agency Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

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

**Reference #2:**

Company/Agency Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

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

**Reference #3:**

|                                                                         |                                                                                                                    |                                                                             |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                           | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
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| Title : Fencing Services, Purchase, Installation and/ or Repair         |                                                                                                                    |                                                                             |

Company/Agency Name:\_\_\_\_\_

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

Contact Person:\_\_\_\_\_

Phone:\_\_\_\_\_ Fax:\_\_\_\_\_

Project Description:\_\_\_\_\_

Contract \$ Amount:\_\_\_\_\_

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

SIGNATURES MUST BE PROPERLY WITNESSED BY A NOTARY.

**Affidavit:**

*By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment D, Experience of the Bidder, is truthful and correct at the time of submission.*

Authorized Signature \_\_\_\_\_

Name Printed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(stamp) \_\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

|                                                                                                                 |                                                                                                                    |                                                                             |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                                                                   | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
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| Title : Fencing Services, Purchase, Installation and/ or Repair                                                 |                                                                                                                    |                                                                             |

**ATTACHMENT "E"**  
**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                      |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------|------|
| 1. Company Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                      |      |
| 2. Physical Address of Business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                      |      |
| 3. Osceola Vendor # (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 | 4. Osceola BOCC Bid# (If applicable) |      |
| 5. Contact Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 6. Phone Number | 7. Fax Number                        |      |
| 8. Email Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 9. Web Address  |                                      |      |
| <b>10. LOCAL VENDOR QUALIFICATION (must meet one of following four)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                      |      |
| 10a. <b>Firm in Osceola County:</b> The firm's headquarters, manufacturing facility, or locally owned franchise must be located within the legal boundaries of Osceola County for a minimum of one year prior to issuance of the solicitation for which the firm is competing. Check mark (✓) the documents below that will be submitted as proof with this application.                                                                                                                                                                                                       |                 |                                      |      |
| <input type="checkbox"/> local business tax receipt <input type="checkbox"/> real property tax receipt, lease agreement, or property trim notice                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                      |      |
| 10b. <b>Firm's Owner in Osceola County:</b> The Owner/Principal of the firm maintains his primary residence within the legal boundaries of Osceola County. Check mark (✓) the documents below that will be submitted as proof with this application.                                                                                                                                                                                                                                                                                                                           |                 |                                      |      |
| <input type="checkbox"/> local business tax receipt <input type="checkbox"/> articles of incorporation <input type="checkbox"/> real property tax receipt, lease agreement, or property trim notice                                                                                                                                                                                                                                                                                                                                                                            |                 |                                      |      |
| 10c. <b>Firm's Employees in Osceola County:</b> Thirty percent or more of the firm's full-time employees maintain their primary residence in Osceola County. Both documents below are required. Check mark (✓) each to indicate they are included with this application.                                                                                                                                                                                                                                                                                                       |                 |                                      |      |
| <input type="checkbox"/> a complete list of employees <input type="checkbox"/> a list of addresses for all employees who reside in Osceola County                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                      |      |
| 10d. <b>Firm is already certified as a Local Vendor:</b> In the event the firm has been previously certified as a Local Vendor, please include with your bid submittal a copy of the Osceola County issued certification in lieu of completing this form.                                                                                                                                                                                                                                                                                                                      |                 |                                      |      |
| 11. <b>Nature of Business:</b> Specify major services/products provided and the corresponding commodity code. A listing of commodity codes can be found at <a href="https://vendorlink.osceola.org">https://vendorlink.osceola.org</a> .                                                                                                                                                                                                                                                                                                                                       |                 |                                      |      |
| 12. Are you authorized to do business in the State of Florida? (Check mark (✓) as applicable) <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                      |      |
| 13. Are you authorized to do business in Osceola County? (Check mark (✓) as applicable) <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                      |      |
| <b>14. AFFIDAVIT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                      |      |
| I/We, the undersigned, as authorized signatory to commit the firm, swear and affirm that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide directly to Osceola County documentation necessary to confirm statements. NOTE: If, after filing this form, there is any significant change in the information submitted, you must inform Osceola County Procurement Services of the change. |                 |                                      |      |
| Name (printed/typed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Signature       | Title                                | Date |
| Corporate Seal (where applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                      |      |
| State of _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                      |      |
| County of _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                      |      |
| The foregoing instrument was executed before me this _____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Affidavit and thereby bind the vendor, and who is personally know to me OR has produced _____ as identification.                                                                                                                                                                                                                                                                       |                 |                                      |      |
| (Stamp)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                      |      |
| Notary Public: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | Commission Expires: _____            |      |

**NOTE: If Bidder is eligible but not already certified as a local vendor, this form with supporting documentation shall be completed and submitted to the County' Procurement Services Office at least seven (7) days prior to bid due date.**

Rev. July 2010

|                                                                                                               |                                                                                                                    |                                                                             |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| AR-11-2018-CV                                                                                                 | Due Date & Time: Tuesday, March 29, 2011 at 2:00 PM Local Time                                                     | Advertised Date: Sunday, February 27, 2011 and Thursday, February 24, 2011. |
| Procurement Representative:<br>Coral Vazquez<br>Email: <a href="mailto:cvaz@osceola.org">cvaz@osceola.org</a> | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                                             |
| Title : Fencing Services, Purchase, Installation and/ or Repair                                               |                                                                                                                    |                                                                             |

## ATTACHMENT “F” Vendor Demographics Survey

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

- Is your business certified as local vendor with Osceola County (See Attachment E, the Local Vendor Eligibility Form, or [http://www.osceola.org/procurement/115-3520-3521/local\\_vendor\\_preference.cfm](http://www.osceola.org/procurement/115-3520-3521/local_vendor_preference.cfm))?  
 \_\_\_\_\_ Yes      \_\_\_\_\_ No
- How many people comprise your workforce? \_\_\_\_\_
- Based on your current workforce, how many employees are residents of Osceola County? \_\_\_\_\_
- Is your company currently certified as a minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to bid due date.)  
 \_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please enclose a copy of your Certificate with your bid submission.

- Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

|                                   | Male | Female |
|-----------------------------------|------|--------|
| Hispanic / Latino                 |      |        |
| Caucasian / White                 |      |        |
| African American/Black            |      |        |
| Asian / Pacific Islander          |      |        |
| American Indian / Native American |      |        |

*Thank you for participating in this survey.*

Preparer’s Name (print please): \_\_\_\_\_  
 Preparer’s Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

|                              |                                             |  |
|------------------------------|---------------------------------------------|--|
| <b>County Staff Use Only</b> | Solicitation No:                            |  |
|                              | Percentage of Local Employees               |  |
|                              | Percentage of Female and Minority Employees |  |