



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Invitation to Bid

Project Name: Fencing Contractor Services

Bid #: 2020043

Bid Opening Date: **September 1, 2020**

Bid Opening Time: **2:00 P.M.**

All bids must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will be returned unopened.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND (1) COPY OF YOUR BID.

Refer All Questions to:

Email: purchasing@ircgov.com

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Bid # 2020043
Fencing Contractor Services

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Deadline for receipt of bids has been set for **2:00 P.M. on September 1, 2020**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Sunday, August 9, 2020

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Statement of No Bid

Should you elect not to bid, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- ☐ Project is located too far from our base of operations
- ☐ Project value too low
- ☐ Project specifications unclear (please explain below)
- ☐ Material availability may be a challenge
- ☐ Our current schedule will not allow us to perform
- ☐ Unable to meet insurance requirements
- ☐ Other:
- ☐ Other:

General comments regarding the bid and/or plans and specifications:

Instructions to Bidders

General Terms and Conditions

Cone of Silence. Potential bidders/respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Opening Location: It will be the sole responsibility of the Bidder to deliver personally or by mail or other delivery service, their proposal to the office of the Indian River County Purchasing Division. Bids should be delivered to 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be considered.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by Indian River County. The bid forms shall not be recreated. ***Bids not submitted on the attached form(s) shall be rejected.*** Submittal of one marked original bid and one copy is required unless otherwise instructed.

Bid Security and Public Construction Bond: Bid security is not required. Public Construction Bonds will be required for individual work orders/project assignments over \$100,000.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 24 hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Price and Discount Requirements: Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

Direct Purchase: Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the County.

Delivery and Completion Dates: Individual proposals for projects must indicate delivery and completion dates. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices quoted in this bid will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by Indian River County.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Affirmative Steps: [required for all federal contracts] CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Indemnification: The successful Bidder shall indemnify and hold harmless the County, and its commissioners, officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. The schedule of permit fees is attached as Appendix A to this bid. Permit fees due to the County will either be paid directly by the County, or will be directly reimbursed to the Contractor. The County will not pay or reimburse Contractor for re-inspection fees.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

Variations to Specifications: For purposes of evaluation, *Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid.* Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their bid.

Default Provision: In case of default by the Bidder, Indian River County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Manufacturer's Certification: Indian River County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the proposal.

Signed Bid Considered an Offer: This signed bid shall be considered an offer on the part of the Bidder. Indian River County Board of County Commissioners shall deem the offer accepted upon approval.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of

materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and

- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Regulations: It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Cancellation: It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the above instructions *may* result in rejection of the bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, Indian River County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. *(Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.)*

Supplemental Information: The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The County reserves the right to cancel the bid, reject any and all bids or waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Public Record Law: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Licensure: Bidder must possess licenses and registrations as described in the Scope of Work.

Insurance:

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- **Worker's Compensation Insurance:** The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General (Public) Liability, other than Automobile \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	Commercial General A. Premises / Operations B. Independent Contractors C. Products / Completed Operations D. Personal Injury E. Contractual Liability F. Explosion, Collapse, and Underground Property Damage
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Automobile \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. Owner Leased Automobiles B. Non-Owned Automobiles C. Hired Automobiles D. Owned Automobiles
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- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Indian River County reserves the right to accept or reject any or all bids in whole or in part and waive all any technicality or irregularity.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

Technical Specifications

Overview

The County intends to make award to one or more firms, with term of award to be three years, with two additional one year renewals available, subject to contractor performance, mutual agreement and determination that renewal is in the best interest of the County.

Scope

1. **Description:** The CONTRACTOR shall provide fencing services on a task authorization basis for the County, to include but not be limited to repairs and new installations at various sites and facilities within the County on an as-needed basis. The work may include removal and disposal of vegetation along fencelines that would interfere with the installation of proposed work.
2. **Safety:** The CONTRACTOR shall be responsible for ensuring that all materials and performance of work shall meet all Federal, State and local safety laws currently in effect. The CONTRACTOR shall take all necessary precautions for the safety of their employees and of the general public.
3. **Personnel:** The CONTRACTOR shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the CONTRACTOR.
4. **Task Authorization Process:** This section briefly describes the expected process to be used to request work from the pre-qualified CONTRACTORS.
 - a.) The County identifies fencing work that needs to be performed.
 - b.) The County will notify the CONTRACTOR in writing (email, typically) of the proposed work required.
 - c.) The CONTRACTOR will provide the County with a proposal including a summary of the proposed cost and schedule to perform the work.
 - d.) Upon acceptance of the proposal by the County, the County will issue a Work Order or Purchase Order.
 - e.) Upon completion of work in its entirety, and inspection and approval of work has been performed by the County, the CONTRACTOR shall issue an invoice to the County's Project Manager or designee.
5. **Changes:** Any changes agreed upon between the COUNTY and the CONTRACTOR shall be documented and a change order issued and signed by both parties.
6. **Material Approval:**
 - a.) All materials and supplies provided by the CONTRACTOR must be approved by the County's Project Manager prior to being used.
 - b.) All work and materials shall comply with any and all applicable laws, codes, and industry standards, as well as any and all recommendations and requirements of the applicable manufacturer.
7. **Subcontractors:** If a subcontractor is needed to complete work, the CONTRACTOR will have to get approval from the County. The CONTRACTOR will be held responsible for holding the subcontractor accountable to the same contract standards set forth in this contract, and for providing insurance coverage for the subcontractor.
8. **Permits, Licenses and Fees:**

The CONTRACTOR will obtain all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services per project. Permit fees assessed by applicable entities will be included on project invoices. Copies of fees assessed will accompany all payment requests. In addition to Indian River County, permitting agencies that may be involved in each project include City of Sebastian and St. Johns River Water Management District.

9. **Hours of Work:** No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Saturdays and Sundays or County holidays unless the proper and efficient prosecution of the work requires operations during the night or weekend and/or without prior written approval from the County's Project Manager or designee and any other agency having jurisdiction. Written notification for doing the work shall be provided to the County's Project Manager or designee a minimum of 24 hours before starting such items of the work.

10. **Clean-Up:**

- a.) The CONTRACTOR shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the County. Staged materials shall be organized and placed so they do not interfere with access to the property/building.
- b.) At the completion of the services, the CONTRACTOR shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The CONTRACTOR shall not use trash receptacles on the County's premises without authorization.
- c.) All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.
- d.) Any hazardous materials shall be disposed of as prescribed by law and the CONTRACTOR shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

11. **Warranty:**

- a.) The CONTRACTOR shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County, within forty-eight (48) hours after receipt of notification of such faulty labor or workmanship. If the CONTRACTOR fails within forty-eight (48) hours to correct defects, the County shall be entitled to have such work remedied and the CONTRACTOR shall be fully liable for all costs and expenses reasonably incurred by the County. Payment in full or otherwise does not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.
- b.) The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under the resulting Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of the resulting Agreement.

12. **Damages:**

- a.) The CONTRACTOR shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the CONTRACTOR shall be the CONTRACTOR's sole responsibility and liability.
- b.) Any materials stored on property during roof repairs or replacement shall be the responsibility of the CONTRACTOR for any damaged or stolen materials.
- c.) Any pre-existing damage shall be reported immediately to the County.

13. **Work Completion Date:** The CONTRACTOR shall communicate to the County any delays in the completion of the work. A final walk through will be conducted with a County to approve the completed project. If the CONTRACTOR cannot perform the services according to the scope, the County reserves the right to select another CONTRACTOR to perform the services.

14. **Materials:** Fencing shall be fabricated in compliance with the following minimum material standards:

Chain Link Fencing:

- Chain Link Fabric –2" mesh woven from 9 gage steel wire.
- End, Corner and Pull posts –2-½" Schedule 40 steel pipe.
- Gate Posts – 6" maximum width: 2-½" Schedule 40 steel pipe; and, 6' to 12' width; 3-½" Schedule 40 steel pipe.
- Gate Frames and Intermediate Posts – 1.875" outside diameter (O.D.), 2.71 pounds per foot (Lb./Ft.) steel tube.
- Post Braces and Top Rails – 1.625" O.D., 2.27 Lb./Ft. steel tube.
- Accessories –Steel.
- Coatings – Hot dip galvanized with 1.2 ounces of zinc per square foot, applied after weaving for fabric and following fabrication for all other ferrous metal items.
- Concrete – 2,500 pounds per square inch compressive strength c.
- The fencing shall be installed to proper grade, alignment and plumb, with corner posts and bracing provided at all angles in alignment. Posts shall be set 2 feet deep in concrete footings: 1 foot 4 inches in diameter for line posts and 2 feet in diameter for gate and corner posts. Cost for concrete footings to be included as part of the line item cost for post installation when requested and approved by the County.

Field Fencing:

- When the size of steel wire is designated by gage number, the diameter shall be as defined for U.S. Steel Wire Gauge.
- Maximum spacing between posts is 10 feet. All wooden line posts shall be set at least 24 inches into the ground.
- All wooden brace posts are to be 5" minimum diameter and set 3 feet into the ground. Horizontal rail brace posts are to be 4" minimum diameter by 8 ft. long and be installed 8" – 12" below the top of the vertical brace post.
- Woven wire shall be stretched tight with no sags or waves in the material when viewed along the fence line. Wire at the end posts and corner posts shall be wrapped and attached to itself with 3 twists.
- The posts and braces shall be sound, new, and free from decay, with all limbs trimmed substantially flush with the body. All posts and braces shall be substantially straight throughout their full length. Provide posts and braces free of ring shake, season cracks more than a quarter inch wide, splits in the end, and unsound knots. Pine shall be pressure treated in conformance with Material Specification 585, Wood Preservatives and Treatment.
- Stays and fasteners shall conform to the requirements of the appropriate ASTM for the fencing material specified unless otherwise specified. Tension wires shall have a tensile strength not less than 58,000 pounds per square inch. Stays, fasteners and tension wire shall have class 3 zinc coating as specified in ASTM A 641 unless otherwise specified.

- Staples required to secure the fence wire to wood posts shall be 9-gauge galvanized wire with a minimum length of 1-1/2 inches for soft woods and a minimum length of one (1) inch for close-grain hardwoods.

15. **Fence Removal:** Vegetation Category will be determined by mutual agreement between the County and Contractor for each job site and can be categorized per linear foot based on site conditions – typical descriptions are provided below, as well as on the bid form:

- Low - consists of a maintained ground cover that is frequently mowed, weed-eated or sprayed; generally consisting of grasses and not more than 15% shrubby/woody vegetation at approximate fence height and less than 15% cover of soft-tissued vines. Fence sections are easily accessible and do not require vegetation removal for access.
- Moderate – consists of greater than 15% woody/shrubby vegetation, woody vines and sapling trees entangled in fence sections; may be regularly mowed along the perimeter, but has vegetation growing within the fence mesh itself. Trees and other canopy species do not need to be removed and fence removal can be accessed by equipment and/or laborers. Generally cut vegetation can be left on site and can be excluded from fencing material.
- High – consists of fence mesh that is entangled by large amounts of vegetated cover including grasses, woody vines, woody shrubs and/or trees. Fence must be cut out of vegetation and a greater degree of manual/equipment labor is required to remove and/or access both fence and vegetative materials. Site conditions may require vegetation removal outside of fence line in order to remove sections of fence. All cut vegetation must be removed from site along with fencing material.

Bid price for fence removal must include vegetation and fencing disposal fees.

16. **Licensure:** For this work, Bidder must possess (at time of bid submittal) one of the following:

a. Active **Indian River County Registration** under: Fence Installer, Finish Carpentry, or Carpentry

Or

b. **Florida Certified Contractor's license**

Awarded Bidder must be registered with the Indian River County Building Division prior to execution of agreement.

End of Technical Specifications

Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416



Bid Form

Fence Contracting Services

Bid #: 2020043

Bid Opening Date and Time: September 1, 2020 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

1. The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

2. Firm Background

Name of Firm	
Year Established	
Key business areas	
State license number(s)	
Indian River County Competency Card #	
Occupational License Number	
Primary Office Location for this work	
Other office locations	
Total staff	

3. List of pending or past litigation (10-year history) – attach additional sheets as necessary. If no history of litigation, enter none.

Year	Party	Description	Outcome

4. List of Subcontractors

Firm Name	Type of Work	License

5. References (from past 5 years)

Client Name and Address	Contact Name, phone and email	Description of Services	Contract Value and end date

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following prices, including all materials, labor, transportation and installation:

4 Ft. HIGH FENCING					
		Unit price GALVANIZED	Unit price VINYL COATED	Unit price FIELD (2" X 4" MESH)	Unit price FIELD (4" X 4" MESH)
ITEM	FENCING FABRIC	PER LF	PER LF	PER LF	PER LF
1	Up to 100 LF	\$	\$	\$	\$
2	101 - 1,000 LF	\$	\$	\$	\$
3	1,001 - 2,500 LF	\$	\$	\$	\$
4	2,501 - 5,000 LF	\$	\$	\$	\$
5	Over 5,000 LF	\$	\$	\$	\$
	POSTS	per EA	per EA	per EA	per EA
6	End Post with Hookup	\$	\$		
7	Corner Post with Hookup	\$	\$		
8	Brace and Truss Assembly	\$	\$		
9	4-5" X 7' Round Terminal			\$	\$
10	3.5-4" X 7' Round Line			\$	\$
11	4-5" X 8' Top/Brace/Bottom Rail			\$	\$
12	Gate Mount			\$	\$
GATES – SINGLE SWING		per EA	per EA	per EA	per EA
13	4 Ft. Wide Gate Opening	\$	\$	\$	\$
14	5 Ft. Wide Gate Opening	\$	\$	\$	\$
15	6 Ft. Wide Gate Opening	\$	\$	\$	\$
16	8 Ft. Wide Gate Opening	\$	\$	\$	\$
17	10 Ft. Wide Gate Opening	\$	\$	\$	\$
18	12 Ft. Wide Gate Opening	\$	\$	\$	\$
GATES – DOUBLE SWING		per EA	per EA	per EA	per EA
19	6 Ft. Wide Gate Opening	\$	\$	\$	\$
20	8 Ft. Wide Gate Opening	\$	\$	\$	\$
21	10 Ft. Wide Gate Opening	\$	\$	\$	\$
22	12 Ft. Wide Gate Opening	\$	\$	\$	\$
23	16 Ft. Wide Gate Opening	\$	\$	\$	\$
24	20 Ft. Wide Gate Opening	\$	\$	\$	\$
25	24 Ft. Wide Gate Opening	\$	\$	\$	\$
26	32 Ft. Wide Gate Opening	\$	\$	\$	\$
GATES – SINGLE ROLL		per EA	per EA		
27	16 Ft. Wide Gate Opening	\$	\$		
28	20 Ft. Wide Gate Opening	\$	\$		
29	24 Ft. Wide Gate Opening	\$	\$		
30	30 Ft. Wide Gate Opening	\$	\$		
GATES – SINGLE CANTILEVER		per EA	per EA		
31	16 Ft. Wide Gate Opening	\$	\$		
32	20 Ft. Wide Gate Opening	\$	\$		
33	24 Ft. Wide Gate Opening	\$	\$		
34	30 Ft. Wide Gate Opening	\$	\$		

GATES – DOUBLE ROLL		Unit price (per EA) GALVANIZED	Unit price (per EA) VINYL COATED
35	24 Ft. Wide Gate Opening	\$	\$
36	32 Ft. Wide Gate Opening	\$	\$
37	40 Ft. Wide Gate Opening	\$	\$
38	60 Ft. Wide Gate Opening	\$	\$
GATES – DOUBLE CANTILEVER		per EA	per EA
39	24 Ft. Wide Gate Opening	\$	\$
40	32 Ft. Wide Gate Opening	\$	\$
41	40 Ft. Wide Gate Opening	\$	\$
42	60 Ft. Wide Gate Opening	\$	\$

5 Foot High Fencing					
		GALVANIZED	VINYL COATED	FIELD (2" X 4" MESH)	FIELD (4" X 4" MESH)
	FENCING FABRIC	Per LF	Per LF	Per LF	Per LF
43	Up to 100 LF	\$	\$	\$	\$
44	101 - 1,000 LF	\$	\$	\$	\$
45	1,001 - 2,500 LF	\$	\$	\$	\$
46	2,501 - 5,000 LF	\$	\$	\$	\$
47	Over 5,000 LF	\$	\$	\$	\$
	POSTS	Per EA	Per EA	Per EA	Per EA
48	End Post with Hookup	\$	\$		
49	Corner Post with Hookup	\$	\$		
50	Brace and Truss Assembly	\$	\$		
51	4-5" X 7' Round Terminal			\$	\$
52	3.5-4" X 7' Round Line			\$	\$
53	4-5" X 8' Top/Brace/Bottom Rail			\$	\$
54	Gate Mount			\$	\$
	GATES – SINGLE SWING	Per EA	Per EA	Per EA	Per EA
55	4 Ft. Wide Gate Opening	\$	\$	\$	\$
56	5 Ft. Wide Gate Opening	\$	\$	\$	\$
57	6 Ft. Wide Gate Opening	\$	\$	\$	\$
58	8 Ft. Wide Gate Opening	\$	\$	\$	\$
59	10 Ft. Wide Gate Opening	\$	\$	\$	\$
60	12 Ft. Wide Gate Opening	\$	\$	\$	\$
	GATES – DOUBLE SWING	Per EA	Per EA	Per EA	Per EA
61	6 Ft. Wide Gate Opening	\$	\$	\$	\$
62	8 Ft. Wide Gate Opening	\$	\$	\$	\$
63	10 Ft. Wide Gate Opening	\$	\$	\$	\$
64	12 Ft. Wide Gate Opening	\$	\$	\$	\$
65	16 Ft. Wide Gate Opening	\$	\$	\$	\$
66	20 Ft. Wide Gate Opening	\$	\$	\$	\$
67	24 Ft. Wide Gate Opening	\$	\$	\$	\$
68	32 Ft. Wide Gate Opening	\$	\$	\$	\$

	GATES – SINGLE ROLL	Unit price (per EA) GALVANIZED	Unit price (per EA) VINYL COATED	
69	16 Ft. Wide Gate Opening	\$	\$	
70	20 Ft. Wide Gate Opening	\$	\$	
71	24 Ft. Wide Gate Opening	\$	\$	
72	30 Ft. Wide Gate Opening	\$	\$	
	GATES – SINGLE CANTILEVER	Per EA	Per EA	
73	16 Ft. Wide Gate Opening	\$	\$	
74	20 Ft. Wide Gate Opening	\$	\$	
75	24 Ft. Wide Gate Opening	\$	\$	
76	30 Ft. Wide Gate Opening	\$	\$	
	GATES – DOUBLE ROLL	Per EA	Per EA	
77	24 Ft. Wide Gate Opening	\$	\$	
78	32 Ft. Wide Gate Opening	\$	\$	
79	40 Ft. Wide Gate Opening	\$	\$	
80	60 Ft. Wide Gate Opening	\$	\$	
	GATES DOUBLE CANTILEVER	Per EA	Per EA	
81	24 Ft. Wide Gate Opening	\$	\$	
82	32 Ft. Wide Gate Opening	\$	\$	
83	40 Ft. Wide Gate Opening	\$	\$	
84	60 Ft. Wide Gate Opening	\$	\$	

6 Foot High Fencing					
		GALVANIZED	VINYL COATED	FIELD (2" X 4" MESH)	FIELD (4" X 4" MESH)
	FENCING FABRIC	Per LF	Per LF	Per LF	Per LF
85	Up to 100 LF	\$	\$	\$	\$
86	101 - 1,000 LF	\$	\$	\$	\$
87	1,001 - 2,500 LF	\$	\$	\$	\$
88	2,501 - 5,000 LF	\$	\$	\$	\$
89	Over 5,000 LF	\$	\$	\$	\$
	POSTS	Per EA	Per EA	Per EA	Per EA
90	End Post with Hookup	\$	\$		
91	Corner Post with Hookup	\$	\$		
92	Brace and Truss Assembly	\$	\$		
93	4-5" X 7' Round Terminal			\$	\$
94	3.5-4" X 7' Round Line			\$	\$
95	4-5" X 8' Top/Brace/Bottom Rail			\$	\$
96	Gate Mount			\$	\$
	GATES – SINGLE SWING	Per EA	Per EA	Per EA	Per EA
97	4 Ft. Wide Gate Opening	\$	\$	\$	\$
98	5 Ft. Wide Gate Opening	\$	\$	\$	\$

	GATES – SINGLE SWING	Per EA GALVANIZED	Per EA VINYL COATED	Per EA FIELD (2" X 4" MESH)	Per EA FIELD (4" X 4" MESH)
99	6 Ft. Wide Gate Opening	\$	\$	\$	\$
100	8 Ft. Wide Gate Opening	\$	\$	\$	\$
101	10 Ft. Wide Gate Opening	\$	\$	\$	\$
102	12 Ft. Wide Gate Opening	\$	\$	\$	\$
	GATES – DOUBLE SWING	Per EA	Per EA	Per EA	Per EA
103	6 Ft. Wide Gate Opening	\$	\$	\$	\$
104	8 Ft. Wide Gate Opening	\$	\$	\$	\$
105	10 Ft. Wide Gate Opening	\$	\$	\$	\$
106	12 Ft. Wide Gate Opening	\$	\$	\$	\$
107	16 Ft. Wide Gate Opening	\$	\$	\$	\$
108	20 Ft. Wide Gate Opening	\$	\$	\$	\$
109	24 Ft. Wide Gate Opening	\$	\$	\$	\$
110	32 Ft. Wide Gate Opening	\$	\$	\$	\$
	GATES – SINGLE ROLL	Per EA	Per EA		
111	16 Ft. Wide Gate Opening	\$	\$		
112	20 Ft. Wide Gate Opening	\$	\$		
113	24 Ft. Wide Gate Opening	\$	\$		
114	30 Ft. Wide Gate Opening	\$	\$		
	GATES – SINGLE CANTILEVER	Per EA	Per EA		
115	16 Ft. Wide Gate Opening	\$	\$		
116	20 Ft. Wide Gate Opening	\$	\$		
117	24 Ft. Wide Gate Opening	\$	\$		
118	30 Ft. Wide Gate Opening	\$	\$		
	GATES – DOUBLE ROLL	Per EA	Per EA		
119	24 Ft. Wide Gate Opening	\$	\$		
120	32 Ft. Wide Gate Opening	\$	\$		
121	40 Ft. Wide Gate Opening	\$	\$		
122	60 Ft. Wide Gate Opening	\$	\$		
	GATES DOUBLE CANTILEVER	Per EA	Per EA		
123	24 Ft. Wide Gate Opening	\$	\$		
124	32 Ft. Wide Gate Opening	\$	\$		
125	40 Ft. Wide Gate Opening	\$	\$		
126	60 Ft. Wide Gate Opening	\$	\$		

8 Foot High Fencing					
		GALVANIZED	VINYL COATED	FIELD (2" X 4" MESH)	FIELD (4" X 4" MESH)
	FENCING FABRIC	Per LF	Per LF	Per LF	Per LF
127	Up to 100 LF	\$	\$	\$	\$
128	101 - 1,000 LF	\$	\$	\$	\$
129	1,001 - 2,500 LF	\$	\$	\$	\$
130	2,501 - 5,000 LF	\$	\$	\$	\$
131	Over 5,000 LF	\$	\$	\$	\$

		GALVANIZED	VINYL COATED	FIELD (2" X 4" MESH)	FIELD (4" X 4" MESH)
	POSTS	Per EA	Per EA	Per EA	Per EA
132	End Post with Hookup	\$	\$		
133	Corner Post with Hookup	\$	\$		
134	Brace and Truss Assembly	\$	\$		
135	4-5" X 7' Round Terminal			\$	\$
136	3.5-4" X 7' Round Line			\$	\$
137	4-5" X 8' Top/Brace/Bottom Rail			\$	\$
138	Gate Mount			\$	\$
	GATES – SINGLE SWING	Per EA	Per EA	Per EA	Per EA
139	4 Ft. Wide Gate Opening	\$	\$	\$	\$
140	5 Ft. Wide Gate Opening	\$	\$	\$	\$
141	6 Ft. Wide Gate Opening	\$	\$	\$	\$
142	8 Ft. Wide Gate Opening	\$	\$	\$	\$
143	10 Ft. Wide Gate Opening	\$	\$	\$	\$
144	12 Ft. Wide Gate Opening	\$	\$	\$	\$
	GATES – DOUBLE SWING	Per EA	Per EA	Per EA	Per EA
145	6 Ft. Wide Gate Opening	\$	\$	\$	\$
146	8 Ft. Wide Gate Opening	\$	\$	\$	\$
147	10 Ft. Wide Gate Opening	\$	\$	\$	\$
148	12 Ft. Wide Gate Opening	\$	\$	\$	\$
149	16 Ft. Wide Gate Opening	\$	\$	\$	\$
150	20 Ft. Wide Gate Opening	\$	\$	\$	\$
151	24 Ft. Wide Gate Opening	\$	\$	\$	\$
152	32 Ft. Wide Gate Opening	\$	\$	\$	\$
	GATES – SINGLE ROLL	Per EA	Per EA		
153	16 Ft. Wide Gate Opening	\$	\$		
154	20 Ft. Wide Gate Opening	\$	\$		
155	24 Ft. Wide Gate Opening	\$	\$		
156	30 Ft. Wide Gate Opening	\$	\$		
	GATES – SINGLE CANTILEVER	Per EA	Per EA		
157	16 Ft. Wide Gate Opening	\$	\$		
158	20 Ft. Wide Gate Opening	\$	\$		
159	24 Ft. Wide Gate Opening	\$	\$		
160	30 Ft. Wide Gate Opening	\$	\$		
	GATES – DOUBLE ROLL	Per EA	Per EA		
161	24 Ft. Wide Gate Opening	\$	\$		
162	32 Ft. Wide Gate Opening	\$	\$		
163	40 Ft. Wide Gate Opening	\$	\$		
164	60 Ft. Wide Gate Opening	\$	\$		
	GATES DOUBLE CANTILEVER	Per EA	Per EA		
165	24 Ft. Wide Gate Opening	\$	\$		
166	32 Ft. Wide Gate Opening	\$	\$		

		GALVANIZED	VINYL COATED	FIELD (2" X 4" MESH)	FIELD (4" X 4" MESH)
	GATES DOUBLE CANTILEVER	Per EA	Per EA		
167	40 Ft. Wide Gate Opening	\$	\$		
168	60 Ft. Wide Gate Opening	\$	\$		

FENCE REMOVAL – 4 FT. HIGH				
		Unit price (PER LF)	Unit price (PER LF)	Unit price (PER LF)
	FENCING FABRIC	GALVANIZED	VINYL COATED	FIELD
169	Up to 100 LF	\$	\$	
170	101 - 1,000 LF	\$	\$	
171	1,001 - 2,500 LF	\$	\$	
172	2,501 - 5,000 LF	\$	\$	
173	Over 5,000 LF	\$	\$	
174	2" X 4" Mesh			\$
175	4" X 4" Mesh			\$
FENCE REMOVAL – 5 FT. HIGH				
		Unit price (PER LF)	Unit price (PER LF)	Unit price (PER LF)
	FENCING FABRIC	GALVANIZED	VINYL COATED	FIELD
176	Up to 100 LF	\$	\$	
177	101 - 1,000 LF	\$	\$	
178	1,001 - 2,500 LF	\$	\$	
179	2,501 - 5,000 LF	\$	\$	
180	Over 5,000 LF	\$	\$	
181	2" X 4" Mesh			\$
182	4" X 4" Mesh			\$
FENCE REMOVAL – 6 FT. HIGH				
		Unit price (PER LF)	Unit price (PER LF)	Unit price (PER LF)
	FENCING FABRIC	GALVANIZED	VINYL COATED	FIELD
183	Up to 100 LF	\$	\$	
184	101 - 1,000 LF	\$	\$	
185	1,001 - 2,500 LF	\$	\$	
186	2,501 - 5,000 LF	\$	\$	
187	Over 5,000 LF	\$	\$	
188	2" X 4" Mesh			\$
189	4" X 4" Mesh			\$
FENCE REMOVAL – 8 FT. HIGH				
		Unit price (PER LF)	Unit price (PER LF)	Unit price (PER LF)
	FENCING FABRIC	GALVANIZED	VINYL COATED	FIELD
190	Up to 100 LF	\$	\$	
191	101 - 1,000 LF	\$	\$	

		GALVANIZED (PER LF)	VINYL COATED (PER LF)	FIELD (PER LF)
192	1,001 - 2,500 LF	\$	\$	
193	2,501 - 5,000 LF	\$	\$	
194	Over 5,000 LF	\$	\$	
195	2" X 4" Mesh			\$
196	4" X 4" Mesh			\$

FENCE RENTAL – 6 FT High				
		Unit price (PER LF)	Unit price (PER LF)	Unit price (PER LF)
	FENCING FABRIC	GALVANIZED	VINYL COATED	FIELD
197	Up to 100 LF	\$	\$	\$
198	101 - 1,000 LF	\$	\$	\$
199	1,001 - 2,500 LF	\$	\$	\$
200	2,501 - 5,000 LF	\$	\$	\$
201	Over 5,000 LF	\$	\$	\$

VEGETATION REMOVAL¹				
		LOW Unit price (PER LF)	MEDIUM Unit price (PER LF)	HIGH Unit price (PER LF)
202	Up to 100 LF	\$	\$	\$
203	101 - 1,000 LF	\$	\$	\$
204	1,001 - 2,500 LF	\$	\$	\$
205	2,501 - 5,000 LF	\$	\$	\$
206	Over 5,000 LF	\$	\$	\$

¹ - **Vegetation Category to be determined by mutual agreement between the County and Contractor for each job site and can be categorized per linear foot based on site conditions – typical descriptions are provided below:**

- Low - consists of a maintained ground cover that is frequently mowed, weed-eated or sprayed; generally consisting of grasses and not more than 15% shrubby/woody vegetation at approximate fence height and less than 15% cover of soft-tissued vines. Fence sections are easily accessible and do not require vegetation removal for access.
- Moderate – consists of greater than 15% woody/shrubby vegetation, woody vines and sapling trees entangled in fence sections; may be regularly mowed along the perimeter, but has vegetation growing within the fence mesh itself. Trees and other canopy species do not need to be removed and fence removal can be accessed by equipment and/or laborers. Generally cut vegetation can be left on site and can be excluded from fencing material.
- High – consists of fence mesh that is entangled by large amounts of vegetated cover including grasses, woody vines, woody shrubs and/or trees. Fence must be cut out of vegetation and a greater degree of manual/equipment labor is required to remove and/or access both fence and vegetative materials. Site conditions may require vegetation removal outside of fence line in order to remove sections of fence. All cut vegetation must be removed from site along with fencing material.
- ***Unit cost includes vegetation and fencing disposal fees***

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes ☐

No ☐

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 Section 287.087.

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

Company Name

Bidder's Signature

Date: _____

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2020043
for Fencing Contractor Services

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ who is personally known to me or ☐ who has produced
_____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your bid)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.1 Fencing services provided by the CONTRACTOR for the COUNTY shall be identified in individual Work Orders prepared by the COUNTY, typically in the form of Purchase Orders. Work Orders shall be performed in a timely, efficient, cost effective manner, and in accordance with current professional standards. Work Orders shall include a description of services to be performed; a statement of fees; proposed schedule for compensation and whether compensation is lump sum, maximum amount not-to-exceed, task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; a projected schedule for completion of the work to be performed by the CONTRACTOR; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that does not conflict with the terms of this Agreement.

1.2 Whenever the term "Work Order" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by both the COUNTY and the CONTRACTOR by which the COUNTY accepts CONTRACTOR's proposal for specific services and CONTRACTOR indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Work Order must be fully executed by the COUNTY prior to issuance of the related Notice-to-Proceed.

1.3 Services related to any individual Work Order which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Order shall be Services for which the CONTRACTOR must obtain the prior written approval of the COUNTY as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Work Order; and when properly authorized and executed by both the CONTRACTOR and the COUNTY, shall become an amendment to the Work Order or a new Work Order, at the sole option of the COUNTY. A separate Notice-to-Proceed may, at the sole option of the COUNTY, be given for each phase of the services contained in any Work Order hereunder.

1.4 A Work Order shall not give rise to any contractual rights until it meets the foregoing requirements. Each written Notice-to-Proceed and specific Work Order, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Work Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated into each individual Work Order as if fully set forth therein.

1.5 No representation or guarantee is made by Indian River County as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONTRACTOR will receive during the term of this Agreement.

ARTICLE 2 – TERM

2.1 The term of the agreement is three years with two additional one-year renewals available, subject to contractor performance, mutual agreement and determination that renewal is in the best interest of the County.

ARTICLE 3 – INDEMNIFICATION

3.1 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

4.1 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - CONTRACT DOCUMENTS

5.1 The Contract Documents consist of the following:

- A. This Agreement (pages 1 to __ , inclusive);
- B. Work Orders/Purchase Orders
- C. Certificate(s) of Liability Insurance
- D. Invitation to Bid 2020043
- E. Addenda (numbers to , inclusive);
- F. CONTRACTOR'S Bid Form (pages __ to __, inclusive);
- G. Drug Free Workplace Form (pages __ to __, inclusive)
- H. Affidavit of Compliance (page __);
- I. Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages __ to __, inclusive);

J. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

K. Certification Regarding Lobbying

L. Individual Work Orders

M. Public Construction Bond(s)

N. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Written Amendments;
2. Work Change Directives;
3. Change Order(s).

ARTICLE 6 - MISCELLANEOUS

6.1 Terms

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

6.2 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.5 Venue

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

6.6 Public Records Compliance

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

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

- C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 7 – FEDERAL CLAUSES

7.1 OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

A. Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Energy Policy and Conservation Act:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. Suspension and Debarment:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Indian River County), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. Procurement of Recycled/Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

I. Access to Records:

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide OWNER, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

J. DHS Seal, Logo, and Flags:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders:

This is an acknowledgement that FEMA financial assistance, if available, will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts:

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

N. AFFIRMATIVE STEPS:

CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Article 8: TERMINATION OF CONTRACT

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

- (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
- (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

- (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20____ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY _____

By: _____
Susan Adams, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:

Name:

Title:

Address:

Phone

Email

CONTRACTOR:

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

(If CONTRACTOR is a corporation or a partnership,
attach evidence of authority to sign.)

Exhibit 1 – Pricing

Appendix A – Indian River County Table of Permit Fees
