



# INVITATION TO BID

AN EQUAL  
OPPORTUNITY  
EMPLOYER

[www.volusia.org/purchasing](http://www.volusia.org/purchasing)

**SUBMIT TO:**  
**COUNTY OF VOLUSIA**  
**PURCHASING & CONTRACTS**  
**123 W. INDIANA AVE., RM. 302**  
**DELAND, FL 32720-4608**

CONTACT PERSON:  
 Vlad Opreanu ..... **386-626-6624**

DELAND: ..... 386-736-5935  
 DAYTONA BEACH: ..... 386-257-6000  
 NEW SMYRNA BEACH: ..... 386-423-3300

TITLE: <b>Chain Link Fencing</b>	NUMBER: <b>14-B-128VO</b>	SUBMITTAL DEADLINE: <b>Wednesday, July 2, 2014 at 3:00 p.m., EST</b>
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**DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.3, DELIVERY OF BIDS**

PRE BID DATE, TIME AND LOCATION:  A prebid meeting will not be held for this solicitation.	<i>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL <u>NOT</u> BE CONSIDERED</i>
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FIRM'S NAME:

MAILING ADDRESS:

CITY – STATE – ZIP:

E-MAIL ADDRESS:

TELEPHONE NO:                      FAX NO:

FEDERAL ID NO. OR SOCIAL SECURITY NO.

The vendor acknowledges that information provided in this Bid is true and correct.

**x** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE**  
**GENERAL CONDITIONS AND INSTRUCTIONS**

\*\*\*\* PLEASE READ CAREFULLY \*\*\*\*

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the County's ADA Coordinator at 386-248-1760, at least two (2) business days prior to the scheduled opening or meeting.

- SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.  
  
Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
- EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.
- OPENING:** Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
- PUBLIC RECORD:** The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
- CLARIFICATION/CORRECTION OF ENTRY:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
- INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.  
  
No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.  
  
Failure to acknowledge addenda may result in the offer not being considered.
- INCURRED EXPENSES:** This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.
- DISADVANTAGED BUSINESSES:** The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.
- LOCAL BUSINESSES:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.  
  
**A. General Conditions**  
Local Businesses: A prime contractor or subcontractor duly licensed and authorized to engage in the particular business in Flagler, Lake, Orange, Osceola, Seminole or Volusia County, Florida, and holds a valid local business tax receipt for that place of business for a minimum six (6) months prior to the date of submittal of the Bid or quote to the County.

- 10. PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
- 11. ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
- 12. TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8012622393C-9.
- 13. DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 14. MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
- 15. BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.
- Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.
- If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.
- 16. SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
- 17. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 18. GOVERNING LAWS:** Any Agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
- 19. ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Director of Purchasing and Contracts.
- 20. CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
- 21. LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
- 22. PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
- 23. TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
- 24. ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.
- 25. SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
- 26. WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
- 27. AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
- 28. VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/Bidder being removed from the County Bid list and the offeror/Bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
- 29.** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
- 30. DEFINITIONS:**  
**COUNTY** – The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.  
**OFFEROR** – The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.  
**BIDDER** – The term "Bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.  
**USING AGENCY** – The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.  
**HEAVY DUTY** - The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,  
 TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER  
 AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish  
**Chain Link Fencing** for the County of Volusia, Florida.

## 1.0 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, and supervision necessary to construct fencing and all other accessories, in accordance with specifications, drawings and requirements provided by the County of Volusia, Florida.
- B. The Contractor shall be required to secure underground locates where required before beginning any project and any damage to underground utilities will be the responsibility of the contractor.
- B. Total bid price shall include all materials, labor, supervision, equipment, freight and insurance/permits required for installation of fencing as per specifications and requirements. Any permits required for any project in accordance with this invitation to bid shall be the responsibility of the vendor/contractor to obtain. The Contractor shall schedule any and all inspections required.
- C. Warranty: All work performed by the Contractor, under the resulting contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The Contractor shall promptly correct work rejected by the County Project Manager as failing to conform to the requirements of the scope of work for each project. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the County Project Manager determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor at no additional expense to the County, and may result in termination of the contract for default.
1. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place. Said warranty shall be fully transferable to the County.
  2. Any damages to County property caused by the Contractor's personnel while performing work under the contract, shall be fully repaired or replaced at the Contractor's expense.
- D. Inspections: The County Project Manager shall inspect all work performed under the contract. Any inspection by the County shall not relieve the Contractor from any responsibility regarding defective parts, equipment or service.
- E. Clean up: The Contractor shall be responsible for removing all debris from the site, cleaning the affected areas and disposing of all debris. The Contractor shall keep the site free of debris and unusable materials resulting from their work on a daily basis, or upon request by the County's Project Manager or designee. The Contractor shall leave or restore all affected areas as they were prior to beginning work.

- F. Protection of County Property: The Contractor shall take care to perform services in such a manner that it does not damage County property. In the event that such damage occurs, the Contractor shall replace or repair the same, at no additional cost to the County. If the damage caused by the Contractor has to be repaired or property replaced by the County. The cost of such repairs or replacement shall be deducted from the Contractor's invoice.
- G. Protection of Equipment and Materials: It shall be the sole responsibility of the Contractor to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the County's Project Manager or designee regarding any needed storage of materials, parts and/or equipment. Such storage shall be done in such a manner as not to interfere with the County's daily operations. The County does not accept responsibility for losses of material or equipment or damage to same regardless of approval to store in any of the County's facilities or grounds.
- H. All materials and installation requirements shall meet Florida Chapter International Fence Industry Association's Florida Fencing standards.
- I. All materials furnished by vendor shall be free of wear, dents, rust corrosion, breaks, bends, cracks and all other defects.
- K. The Contractor shall work directly with County's designated Project Manager for each individual project performed in accordance with this Invitation to Bid.
- L. Completion of new installation shall be within three weeks of permit and/or notice-to-proceed being issued. Repair work shall begin within 48 hours of notification and be completed within two weeks. Special circumstances shall be handled on an individual basis with the County's Project Manager.
- M. When necessary, the Contractor shall respond within three (3) hours to the Daytona Beach International Airport (DBIA) due to the nature of fencing needs at this location. Both the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) have mandated strict standards for enforcement if a breach should occur. Emergency response shall be required 24 hours per day, 365 days per year.
- N. When necessary, the Contractor shall respond within (3) three hours to any department sites requiring emergency response. The Contractor shall have on hand all parts and supplies necessary to make needed repairs.
- O. The Awarded Vendor shall carry a complete inventory of parts available for purchase. There will be occasions when it is deemed in our best interest to have County employees perform repairs.
- P. Permitting fees shall not be included in the bid prices. The Contractor shall be responsible for obtaining any required permits and will be allowed to add the cost of any permits to their invoice. Documentation of the price of the permit shall be submitted with the invoice.

## 1.1 TECHNICAL SPECIFICATIONS

A. The following materials shall be used for constructing and installing chain link fence:

1. Concrete shall be 2500 PSI compressive strength at twenty eight (28) days, using  $\frac{3}{4}$ " maximum size aggregate. Concrete shall conform to the requirements of ASTM C94 except that site mixed concrete 2000 PSI will be acceptable. Grout shall consist of one part Portland cement to three parts clean, well-graded sand and the minimum amount of water required to produce a workable mix.
2. Chain link fabric shall be nine (9) gauge steel wire, two (2") inch mesh, with both top and bottom selvages knuckled. Furnish one-piece fabric widths for fencing up to twelve (12') feet high. Fabric shall be galvanized, ASTM A3902, Class I, with not less than 1.2 oz. zinc per square foot of surface.
3. Pipe framework shall be standard weight (ASTM A120, Schedule 40 and Federal Specification RR-F-191/3), "hot dipped" galvanized steel pipe, internally and externally, with not less than 1.6 oz. zinc per square foot of surface.
4. End, corner and pull post shall be a minimum of 2.375 O.D. steel pipe 3.65 lbs. per linear foot. All backstop uprights shall be 2.875" O.D. steel pipe, 5.79 lbs. per linear foot.
5. Lie post shall be a minimum of 1.900" O.D. steel pipe, 2.72 lbs. per linear foot.
6. Gate posts shall be 2.875 O.D. steel pipe, 5.79 lbs. per linear foot for leaf widths up to 6 feet and 4.000" steel pipe, 9.11 lbs. per linear foot for leaf widths over 6 feet and less than 13 feet.
7. Top, mid and bottom rails shall be 1.66" O.D. steel pipe, 2.27 lbs. per linear foot.

B. Accessories

1. Post tops and loop caps shall be galvanized pressed steel tops or heavy malleable iron with not less than 1.2 oz. zinc per square foot of surface. The base of top shall extend not less than two (2") inches below the tops of the posts and shall exclude moisture. Loop caps shall be provided with hole suitable for the through passage of the top rail.
2. Tension wire shall be seven (7) gauge coated coil spring metal wire, finished to match fabric and located at bottom of all fabric except at backstop.
3. Wire ties shall be gauge soft annealed galvanized steel or nine (9) gauge aluminum wire attached to top, mid or bottom rails twenty four (24") inches O.C. and to line posts not more than fifteen (15") inches O.C.

4. Wire ties for attaching fabric to tension wire shall be twelve (12) gauge annealed galvanized steel or aluminum wire at twenty-four (24") inches O.C.
5. Stretcher bars shall be one piece lengths equal to full height of fabric with a minimum cross section of 3/16" x 5/8". Provide one stretcher bar for each gate and end post, and two for each corner and pull posts.
6. Stretcher bar bands shall be pressed steel or malleable iron, fourteen (14) gauge spaced not over fifteen (15") inches O.C. with top and bottom being as close to the end of the stretcher bar as possible.

### C. Gates

1. Framework for all gates shall be galvanized steel of the sizes as indicated on the drawings and the finish shall match the fence frame. Gates shall be assembled by welding or with special fittings and rivets for rigid connections.
2. Fabric shall be same as for fence and attached with stretcher bars at vertical edges. Attach stretcher bars to gate frame at no more than fifteen (15") O.C. Install diagonal cross bracing consisting of 3/8" O.D. adjustable length truss rod on gates over 6 feet wide to ensure frame rigidity without sag or twist.
3. Gate hardware: provide hardware and accessories for each gate, galvanized per ASTM A153, and in accordance with the following:
  - a. Hinges: size and material to suit gate size, non-liftoff type, offset to permit 180° gate opening
  - b. Fabric: shall be of the same material specified for the fence
  - c. Track rail: shall meet or exceed 1 5/8" O.D. ASTM 120 Schedule 40 galvanized pipe sufficiently long enough to provide for full opening capacity
  - d. Gate rollers & axles: shall be constructed of pressed steel sized to provide smooth and definite contact with track
  - e. Trolley: each leaf shall be supported on the leading edge with a double wheel trolley constructed of heavy duty rubber wheels adjustable with roller bearings
  - f. Track clamps: shall be constructed of pressed steel, sized to receive 1 5/8" O.D. track (two per each support post)
  - g. Support posts: shall be 2.375" O.D. at 3.65 lbs. per linear foot on 7'0" centers, maximum
  - h. Barbed wire: shall be provided upon request



NOTE: All corners shall be notched, welded and treated with zinc base compound or malleable fittings to be used.

D. Roll or Slide Gate

1. THRU 20' –0 SINGLE LEAF
2. Frame: All pipe members shall be of 1 5/8" O.D. pipe SS20 or approved equal galvanized weight 1.775# per linear foot. The frame shall be braced or trussed to prevent sag.
3. Fabric: Shall be of the same material specified for the fence.
4. Track rail: shall be of 1 5/8" o.d. ASTM 120 Schedule 40 galvanized pipe sufficiently long enough to provide for full opening capacity.
5. Gate rollers & axels: shall be constructed of pressed steel sized to provide smooth and definite contact with track.
6. Trolley: each leaf shall be supported on the leading edge with a double wheel trolley constructed of heavy-duty rubber tired wheels adjustable with roller bearings.
7. Track clamps: shall be constructed of pressed steel sized to receive 1 5/8" O.D. track – two per each support post.
8. Support posts: shall be 2 1/2" O.D. post set on 7'-0 centers, maximum (2.375) or approved equal.
9. Corners shall be notched, welded, and treated with a zinc base compound or malleable fittings to be used.

**1.2 INSTALLATION OF CHAIN LINK FENCING SPECIFICATIONS:**

- A. Contractor shall not begin installation and erection before final grading is completed, unless otherwise permitted.
- B. Contractor shall drill or hand excavate (using post hole digger) holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil.
- C. Contractor shall place concrete around posts in a continuous pour and shall tamp for consolidation. Contractor shall check each post for vertical and top alignment. Contractor shall trowel finish tops of footing, and slope or form a minimum of 24 hours before attaching framework and 72 hours before any other work is completed.
- D. Contractor shall run top rail continuously through post caps, bending to radius for curved runs. Contractor shall provide expansion couplings as recommended by fencing manufacturer.

- E. Contractor shall provide center rails where indicated. Contractor shall install in one piece between posts and flush with post fabric side, using special offset fittings where necessary.
- F. Contractor shall install braces so posts are plumb when diagonal rod is under proper tension.
- G. Contractor shall fasten fabric to tension wire using 12 gauge galvanized steel hog rings spaced twenty-four (24") inches O.C.
- H. Contractor shall leave approximately 1" between finish grade and bottom selvage, unless otherwise indicated. Contractor shall pull fabric taut and tie to posts, rails and tension wires. Contractor shall install fabric on the ball field side of fence, except at the outfield radius, and anchor to framework so that fabric remains in tension after pulling force is released.
- I. Contractor shall thread through or clamp stretcher bars to fabric four (4") O.C. and secure to posts, rails, and tension wires.
- J. Contractor shall install gates plumb, level and secure for full opening without interference. Contractor shall install ground-set items in concrete for anchorage. Contractor shall adjust hardware for smooth operation and lubricate where necessary.
- K. Contractor shall use U-shaped tie wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two (2) full turns. Contractor shall bend ends of wire to minimize hazard to persons or clothing. Contractor shall tie fabric to rails and braces, with wire ties spaced 24" O.C. Contractor shall tie fabric to tension wires, with hog rings spaced 24" O.C.
- L. Contractor shall install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Contractor shall peen ends of bolts or score threads to prevent removal of nuts.
- M. All waste fencing materials and other foreign matter shall be cleared from the site and all areas left neat and clean.
- N. All intermediate line posts shall not exceed ten (10') feet apart, plumb, in line and placed in a vertical position. All posts shall be set in concrete, six (6") inches in diameter hole with a hole depth of twenty one (21") inches.
- O. All end, corner, and gateposts shall be set plumb and placed in a vertical position. Posts are to be set in concrete four (4x) times the diameter of the post to a hole depth of thirty three (33") inches. Any change in direction of fifteen (15°) degrees at corner post shall be set, to change the direction with an independent stretch.
- P. Concrete shall be 2500 PSI (unless otherwise stated) for posts. Post may protrude three (3") inches below the base of the concrete to allow dissipation of condensation.
- Q. The diameter of holes for posts shall be four times (4x) the pole outside diameter.

- R. Fence height of eight (8') feet and ten (10') feet shall have line posts of two and one half (2 ½") inches. Corner and terminal posts shall have three (3") inches diameter.

### **1.3 INSTALLATION GUIDELINES FOR ALL OTHER TYPES OF FENCE**

All other fence types including PVC vinyl fencing shall be installed per manufacturer's specifications.

### **1.4 MOTORIZED GATE PREVENTATIVE MAINTENANCE**

The County of Volusia will require semi-annual &/or annual preventative maintenance performed on select motorized gates requested by the County Project Manager. Preventative maintenance shall include:

- A. Check, lubricate and adjust chain and rollers.
- B. Check electrical components and tighten connections.
- C. Check operation and change batteries on emergency vehicle operator.
- D. Check operation and adjust stops as required.
- E. Check operation of vehicle sensor loop and security of wires to the controller.

### **1.4 PRICING**

- A. Total bid price shall include all materials, labor, supervision, equipment, freight and insurance required for installation of fencing as per specifications and requirements.
- B. Vendor shall provide a per linear foot price for the fencing listed in Section VI – PVC Fencing. Posts, Caps and Gates shall be bid at a per item price.
- C. Vendors shall provide prices for 10 foot, 12 foot and 14 foot gates on Attachment A.
- D. Vendor shall provide prices for motorized gate semiannual maintenance pricing on Attachment A.

## **2.0 GENERAL TERMS & CONDITIONS**

### **2.1 Bid Closing Date**

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Wednesday, July, 2, 2014. Bids received after this time will not be considered.

## 2.2 Proposed Schedule

June 3, 2014 .....Invitation to Bid Available  
June 11, 2014 .....Last Day to Receive Written Questions  
July 2, 2014.....Bid Closing Date  
TBD.....Planned Award Date

## 2.3 Delivery of Bids

### **DO NOT RESPOND TO THIS SOLICITATION ON LINE**

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida  
Purchasing and Contracts Office, Room 302  
123 West Indiana Avenue, 3rd floor  
DeLand, Florida 32720-4608  
Mark package(s) **“Bid #14-B-128VO, Chain Link Fencing”**

**Note:** Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

## 2.4 Public Bid Opening

- A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to <http://vcservices.vcgov.org/bidlistnet1/> for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at <http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf>.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

## 2.5 Public Records

Public Records - § 119.0701, Florida Statutes. Contractor acknowledges that the services and work to be performed pursuant to this Agreement may be performed by the County itself as a political subdivision of the State of Florida, which is subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the services and work provided pursuant to this Agreement;
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law;
- C. Ensure that public records that are statutorily exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in the possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency;
- E. In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall indemnify the County for and hold the County harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this Section, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this Section,

it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this Section.

## 2.6 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit five (5) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
  - **Three (3)** hard copies marked "COPY"
- Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 3.0.
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 3.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.
- D. The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

## 2.7 Questions, Exceptions, and Addenda Concerning ITB #14-B-128VO

- A. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in 2.7, B, below, who shall be the official point of contact for this Bid. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

- B. Mark cover page or envelope(s) “Questions, Exceptions and Addenda Concerning ITB #14-B-128VO, “Chain Link Fencing”

Submit questions to:

Vlad Opreanu, Procurement Analyst  
Telephone:.....386-626-6624  
Fax: .....386-736-5972  
E-mail:.....[vopreanu@volusia.org](mailto:vopreanu@volusia.org)

- C. If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County’s web site. It is each Bidder’s responsibility to check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder’s proposal to be rendered non-responsive.
- D. Each addendum issued by the County shall become a material part of this solicitation. The resulting Agreement shall be the final decision on the subject of the addendum.

## **2.8 Award**

The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest responsive and responsible Bid(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County’s best interest or award only a portion of the solicitation.

## **2.9 Local Bid Preference**

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, in the following counties: Flagler, Lake, Orange, Osceola, Seminole or Volusia County (“Local”), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and

subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation.

This Section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

This Bid is not funded by monies that prohibit this provision and local preference does apply.

## **2.10 Definition of Responsive and Responsible for this Bid**

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
  - 1. Total Cost;
  - 2. Delivery;
  - 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
  - 4. All technical specifications associated with this Bid;
  - 5. Attachment A

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

## **2.11 Other Agencies**

- A. All Bidders awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties.
- B. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other



city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

## **2.12 F.O.B. Point**

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

## **2.13 Use of County Logo**

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

## **2.14 Assignment**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without first providing County with a processing fee of Five Hundred Dollars (US \$500.00) and obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than one hundred-twenty (120) days prior to the assignment's proposed effective date, provide County with a written request for County's consent.

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Agreement; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 2.14.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Agreement. The Contractor is hereby placed on notice that the County may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment.

## **2.15 Agreement**

- A. The contents of this Bid, any subsequent addenda, and all provisions of the successful proposal deemed pertinent by the County shall be considered as contractual documents and shall become legally binding. A separate Agreement document, other than a Purchase Order or Master Agreement, will not be issued.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any Agreement.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change, substitution, or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Bidder should promptly contact the Purchasing and Contracts Office at 386-736-5935.

## **2.16 Disclosure of Bid Content**

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

## **2.17 Disqualification of Bidders**

- A. **One (1) Bid:** Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected.
- B. **Collusion Among Bidders:** If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

## **2.18 Bidder's Responsibility**

The Bidder, by submitting a Bid, represents that:

- A. The Bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

- C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

## **2.19 Payment Terms**

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a Bid (offer) to the County of Volusia, Florida, the Bidder expressly agrees that, if awarded a Agreement, the County may withhold from any payment monies owed by the Bidder to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

## **2.20 Special Conditions**

These County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Bidder's work activities.

## **2.21 Minor Irregularities**

The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

**2.22 Licenses, Certificates, and Permits**

- A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations’ Sunbiz at [www.sunbiz.org](http://www.sunbiz.org), AND;
- B. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Agreement.
- C. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

**2.23 Insurance**

- A. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Agreement the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<u>SCHEDULE</u>	<u>LIMITS</u>
Workers’ Compensation	Florida Statutory Coverage
Commercial General Liability .....	\$2,000,000. General Aggregate
Premises-Operations .....	\$2,000,000. Products/CompOps Aggregate
Products-Completed Operation.....	\$1,000,000. Personal/Advertising Injury
.....	\$1,000,000. Each Occurrence

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

Auto Liability..... \$500,000. CSL  
 All autos-owned, hired or no-owned  
 (Symbol 1 Coverage)

- 1. Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers’ Compensation/Employer’s

Liability. (Umbrella liability limit will not be required to be carried by subcontractors.)

(If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement).

2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.
3. Workers' Compensation Insurance. Per Section 2.23, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Agreement or that is in any way connected with work or services performed under this Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.
  - a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
4. Commercial General Liability Insurance. Per Section 2.23, A, Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services

performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in this Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

5. Motor Vehicle Liability. Per Section 2.23, A, the Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.
6. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. Insurance Requirements

1. General Insurance Requirements:
  - a. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
  - b. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.
  - c. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all

policies of insurance required under this Agreement (including Workers' Compensation, and general liability).

- d. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under this Agreement.
- e. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Agreement within two (2) business days of receipt of such notice or change.
- f. For any on-site work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Agreement except professional liability and workers compensation.
- g. Deductibles Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 2.8, Questions, Exceptions, and Addenda Concerning ITB #14-B-128VO, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

### C. Proof of Insurance

1. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly

outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the County.
3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the County. This Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
4. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but County has no obligation to renew any policies.

D. The provisions of this Section 2.23, shall survive the cancellation or termination of this Agreement.

## **2.24 Safety**

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Bidder in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Bidder shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Bidder, Subcontractor, or supplier's failure to comply with the regulations.



## **2.25 Governing Law and Venue**

All legal proceedings brought in connection with this Agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement. In the event that a legal proceeding is brought for the enforcement of any term of the Agreement, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

## **2.26 Additional Terms**

The attached Invitation to Bid cover pages contains additional terms and conditions. These written specifications within this solicitation will take precedence over terms and conditions on the Invitation to Bid cover pages.

## **2.27 Award Term**

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

## **2.28 Price Redeterminations**

- A. The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, and/or materials. Any price redetermination will be based solely upon changes as documented by the Employment Cost Index (ECI) or Producer Price Index (PPI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the Bid opens. The base index number for the PPI will be for the month the Bid opens. Any subsequent price redeterminations shall use the last price redetermination as the “base index number”.
- B. Wage Price Redetermination may be requested on the anniversary date of the Agreement. The Contractor shall refer to the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at <http://data.bls.gov/PDQ/outside.jsp?survey=ci>. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries.

Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement and any renewal, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor’s employee(s) is the current minimum wage. The County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount the of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

*Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

- C. Fuel Price Redetermination may be requested if/when the price of fuel increases by a minimum of ten (10%) percent. If the Contractor petitions for such an increase, the Contractor shall also petition for a price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent; failure to make such petition may be grounds for Agreement termination. Any fuel price redetermination will be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303”.
- D. Materials Price Redetermination may be requested on the anniversary date of the Agreement. The County may also petition the Contractor under the same guidelines. Any price redetermination will be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “Fencing, gates, railings and window guards – WPU10740813” as published by the Bureau of Labor Statistics which can be found on-line at <http://stats.bls.gov>.
- E. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Bid Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Base index PPI	=	.....	\$179.20
Current applicable PPI	=	.....	\$200.50

PPI increased by \$10.30 ( $\$200.50 - \$179.20 = \$21.30$ )  
or ( $21.30 \div \$179.20 = .1188$ )..... 11.9%

Unit cost of the service is.....\$100.00  
30% of \$100.00 is directly attributed to the redetermination category.....\$30.00  
\$30.00 X 11.9% = .....\$3.57  
New unit price for the product/service is ( $\$100 + \$3.57$ ).....\$103.57

- F. If the County and the Contractor cannot agree on any price redetermination, then the Agreement will expire without penalty or further expense to either party. The County reserves the right to award any remaining tasks under the expired Agreement to the next most responsive and responsible, and available Contractor.

**2.29 Unusual Costs**

The Bidder may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Bidder petitions for such an increase, the Bidder shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Bidder’s request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Bidder, and the Bidder shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

**2.30 Waiver of Claims**

Once this Agreement expires, or final payment has been requested and made, the awarded Bidder shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Bidder to have waived any right to claims against the County concerning this Agreement.

**2.31 Termination**

- A. The resulting Agreement may be terminated by (a) either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party, or (b) by County upon at least thirty (30) calendar days, prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County.

- B. County may terminate the resulting Agreement for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Agreement with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Bidder being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
  - 1. Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination;
  - 2. Place no further orders or subcontracts for materials, services or facilities;
  - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
  - 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of this Section 2.33, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation**. The resulting Agreement may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the resulting Agreement.
- G. In the event that the resulting Agreement is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with

terms of the resulting Agreement. Contractor shall be paid (a) to the date of termination on a prorated basis for any County's obligation to pay Contractor under this Section 2.33, Termination, and the resulting Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Agreement. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Agreement, which is not specifically authorized in the notice of termination.

I. If termination of the resulting Agreement occurs for any reason:

1. Except as otherwise provided in the resulting Agreement, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the Service performed hereunder.

2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days.

J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

## **2.32 Incurred Expenses**

This ITB does not commit the County of Volusia to award an Agreement, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

### **2.33 Minimum Specifications**

The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services.

### **2.34 Compliance with Laws and Regulations**

The Bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Bidder shall protect and indemnify County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Bidder, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Bidder shall hold the required licensure to be the prime Contractor for all work to be performed under the Bid Agreement. If Bidder proposes to use a Subcontractor or sub-consultant to perform any work under the Bid Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under this Bid Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of this Bid Agreement. All licenses and permits required to perform Bidder's duties under this Bid Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this Bid Agreement.

### **2.35 Limitation of Liability and Indemnification of County**

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including reasonable attorney's fees to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and its Subcontractors or Sub-subcontractors or agents performing work or services under this Agreement, caused in whole or in part by any negligent act or omission of Contractor, Subcontractors or Sub-subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the sole negligence of the County, or anyone employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to

negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

- B. In all claims against the County, or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, or any Subcontractor or Sub-subcontractor under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- C. Contractor's indemnification obligations under this Section 2.37, Limitation of Liability and Indemnification of County, are subject to County or the indemnified party giving Contractor (a) prompt written notice of any indemnifiable claim; (b) reasonable assistance in Contractor's defense of the indemnifiable claim; and (c) sole authority to defend or settle the indemnifiable claim, provided that County or the indemnified party shall have the right to approve any settlement of an indemnifiable claim to the extent such settlement imposes any obligations on County or the indemnified party. County, or the indemnified party, may retain its own legal counsel at its own expense to monitor such litigation.
- D. Sovereign Immunity. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of County beyond any statutory limited waiver of immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of County for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

### **2.36 Records & Right to Audit**

The Bidder shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The Bidder shall retain these records for a period of three (3) years after final payment, or until the County audits them, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent three (3) year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

### **2.37 Change in Scope of Work/Service**

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Bidder that the scope of the project or of the Bidder's

services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Bidder.

- B. If the Bidder believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify the County's Representative in writing of this belief. The Bidder and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Bidder due to such modifications. The Bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

### **2.38 Modifications Due to Public Welfare or Change in Law**

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Bidder under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Bidder. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Bidder, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Bidder, then the Bidder or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Bidder agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Bidder directly and demonstrably due to any modification in the Agreement under this clause.

### **2.39 Right to Require Performance**

- A. The failure of the County or Bidder at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Bidder thereafter to enforce same, nor shall waiver by the County of any breach



of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- B. In the event of failure of the Bidder to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

#### **2.40 Force Majeure**

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

#### **2.41 Bidder’s Personnel**

During the performance of the Agreement, the Bidder agrees to the following:

- A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees

to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer;

- B. The Bidder shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- C. The Bidder certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 2.43;
- E. The Bidder shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Bidder;
- F. The Bidder and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the County; and
- H. Both Bidder and Subcontractors awarded an Agreement as a result of Section 2.10, *Local Preference*, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (Sections 10.0 and 11.0 of this document) showing compliance.

## **2.42 Claim Notice**

The Bidder shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Bidder agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Bidder operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida  
Personnel/Risk Management Division

Address: 230 North Woodland Boulevard, Suite 250  
DeLand, Florida 32720  
Telephone: 386-736-5963  
Fax: 386-822-5006

#### **2.43 Disadvantaged Business Enterprise Program**

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

#### **2.44 County/Bidder Relationship**

*The County of Volusia reserves the right to award one or more Agreements to provide the required services as deemed to be in the best interest of the County.*

Any awarded Bidder shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Bidder the awarded Bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent Bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Bidder shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

The independent Bidder, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

#### **2.45 New Material**

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or

components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Bidder shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

## **2.46 Damages**

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

## **2.47 Conflict of Interest Form**

All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached form disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

## **2.48 Definitions**

As used in this Bid, the following terms shall have the meanings set forth below:

**Agreement**: The document resulting from this solicitation between the County and the Contractor, including this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Agreement Administrator**: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

**Bid**: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

**Bidder**: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a Bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein. (Used interchangeably with Respondent)

**Contractor**: That person or entity duly authorized to submit a Bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein and incurring liability for the same.

**Contractor's Project Manager:** The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

**County:** The word County refers to the County of Volusia, Florida.

**County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Director:** The Director of Purchasing and Contracts for the County of Volusia, FL.

**Master Agreement:** The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Preference:** The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

**Respondent:** That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a Bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein. (Used interchangeably with Bidder)

**Subcontractor:** A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

**Sub-subcontractor:** A person other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's Agreement.

### **3.0 SUBMITTAL REQUIREMENTS** *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- 3.1 Completed Invitation To Bid Cover Pages** (includes two pages) signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida

(Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

**3.2** Provide a Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org).

**3.3** **Completed Bid Submittal Form** (use attached form Section 4.0).

**3.4** **References** - List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Use of the attached form (Section 5.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference.

**3.5** **Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Flagler, Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 8.0).

See <http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml> for more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances.

**3.6** **Insurance** - Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

**3.7** **Conflict of Interest Form** (use attached form Section 6.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

- 3.8 Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
- 3.9 Taxpayer Identification Number (TIN) and Certification Form** – Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.
- 3.10 Certification Affidavit by Local Business** (use attached forms Section 10.0 and 11.0) All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.
- 3.11** Drug-Free Work Place form (use attached form Section 12.0).
- 3.12** Certification Regarding Debarment – Prime (use attached form Section 13.0).
- 3.13** Certification Regarding Debarment – Sub *if applicable* (use attached form Section 14.0).
- 3.14** Attachment A

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**4.0 BID SUBMITTAL FORM**

TO: County of Volusia, Florida  
Office of Director of Purchasing and Contracts  
123 W. Indiana Avenue, Room 302  
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] \_\_\_\_\_  
\_\_\_\_\_ has carefully examined the specifications to furnish Chain Link  
Fencing, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST,  
on Wednesday, July 2, 2014**, and further declares that the firm will furnish the Chain Link  
Fencing according to specifications.

**COMPLETE PRICING ON ATTACHMENT A**

The County reserves the right to negotiate with the awarded vendor for additional services  
similar in nature not known at the time of Bid closing.

**Sole Proprietor**  **Yes**  **No**                      **Total number employees** .....

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,  
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,  
what percentage of the rate is **directly** attributed to the cost of fuel? .....%

**Which does the firm use:**     **Diesel fuel** or  **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,  
wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly**  
attributed to the cost of wages?.....%

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,  
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,  
what percentage of the rate is **directly** attributed to the cost of materials? .....%

Prompt payment discount, if applicable:                      \_\_\_\_\_ %, \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)?                       **YES**                       **NO**

Do you offer a discount for electronic funds transfer (EFT)?                       **YES, \_\_\_\_\_ %**                       **NO**

Have you supplied all the Submittal Requirements outlined below?

- Invitation to Bid cover pages. (Includes two pages)
- Florida Department of State, Division of Corporations' Sunbiz Report for your firm
- Completed and executed Bid Submittal form



- References, in accordance with Section 2.11, *Definition of Responsive and Responsible*
- If you have a physical location in Flagler, Lake, Orange, Osceola, Seminole or Volusia County, submit one of these:
  - Current Business Tax Receipt, *OR*  Proof of Exemption Form
- Proof of Insurance, per Section 2.23
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Conflict of Interest form
- Any addenda pertaining to this ITB
- Taxpayer Identification Number and Certification Form
- Certification Affidavit confirming Local Preference Eligibility, if applicable
- Licenses, per Section 2.22
- Did you include a CD or USB drive, as required in the *Section 2.7, Bid Submittal Form?*
- Attachment A

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. **14-B-128VO, "Chain Link Fencing"**, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per §2.23, Insurance, upon notification of recommendation of award.

---

The vendor acknowledges that information provided in this Bid is true and correct:

**x**

Authorized Signature		
Printed Name		
Title	Date	
Company Name		
Full Address		
Telephone	Fax	E-mail Address
Dunn & Bradstreet #	Federal I.D. #	

---

## 5.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

**6.0 CONFLICT OF INTEREST FORM**

I HEREBY CERTIFY that

- 1. I, *(printed name)* \_\_\_\_\_, am the *(title)* \_\_\_\_\_ and the duly authorized representative of the firm of *(Firm Name)* \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Firm Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

*Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.*

\_\_\_\_\_  
**NOTARY PUBLIC – STATE OF** \_\_\_\_\_  
*Type or print name:*  
 \_\_\_\_\_  
*Commission No.:* \_\_\_\_\_  
*Commission Expires:* \_\_\_\_\_

*(Seal)*

## **7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION**

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

*287.133(2)(a)* 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; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

*287.133(2)(b)* A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

*287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

*287.134(2)(b)* A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

http://volusia.org/revenue/

I certify that the business known as (business name) \_\_\_\_\_, providing \_\_\_\_\_ services, which is located at (street address) \_\_\_\_\_, (city) \_\_\_\_\_, falls under the business tax exemption described in:

- Florida Statute 205. 063, Florida Statute 205. 064, Florida Statute 205. 065, Florida Statute 205. 162, Florida Statute 205. 171, Florida Statute 205. 191, Florida Statute 205. 192

http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml

OR is the type of business indicated below:

- Child Care – Residential, Commercial Rentals, Door to Door/Peddler Sales, Insurance Adjuster, Agent, or Company, Pharmacist/Pharmacy (Prescription Drugs Only), Radio/Television Station, Religious Institution, Residential Rentals over 6months, Sale of Alcoholic Products only

(Authorized Signature)

(Printed Name)

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director

## 9.0 HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, (*print owner's name*), am the owner of \_\_\_\_\_ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On \_\_\_\_\_, 20\_\_\_\_, the County of Volusia and I or [the above-named business] entered into a contract for \_\_\_\_\_ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

---

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is/are personally known  
to me **or** who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

**10.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS**

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: \_\_\_\_\_  
(Authorized individuals name and title)

For: \_\_\_\_\_  
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

- 1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote  Yes  No
- 2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance  Yes  No

**I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.**

\_\_\_\_\_  
(Signature)

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me **or** who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Seal)



**11.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS**

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: \_\_\_\_\_  
(Authorized individuals name and title)

For: \_\_\_\_\_  
(Name of Company/Individual submitting sworn statement)

**B. Local Preference Eligibility**

- 1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote  Yes  No
- 2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance  Yes  No

**I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.**

\_\_\_\_\_  
(Signature)

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me **or** who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Seal)

## 12.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

\_\_\_\_\_ does:

*(Name of Firm)*

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 proposed 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 proposal, the employee will propose 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 five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

**13.0 CERTIFICATION REGARDING DEBARMENT (PRIME)**

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY PRIME CONTRACTOR**

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

**14.0 CERTIFICATION REGARDING DEBARMENT (SUB)**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**TO BE COMPLETED BY ALL SUB-CONTRACTORS**

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip