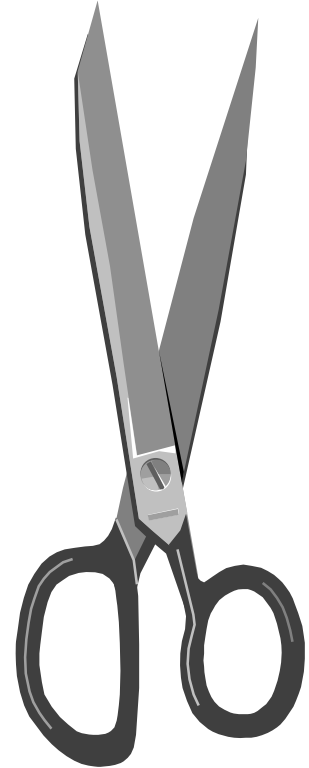


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”.

Be sure to include the name of the company submitting the bid where requested.


SEALED BID • DO NOT OPEN	
SEALED BID NO.:	178-0122-B(LN)
BID TITLE:	FENCING, GATE OPERATORS & HANDRAILS
DUE DATE/TIME:	@ 3:00 p.m.
SUBMIT BY:	_____
	(Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid.

Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		<h1 style="margin: 0;">INVITATION TO BID</h1>
ISSUE DATE:	<b style="color: red;">BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: FENCING, GATE OPERATORS, AND HANDRAILS	BID NUMBER: 178-0122-B(LN)	
SUBMITTAL DUE: @ 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.</i>	PRE-BID DATE & LOCATION: NOT APPLICABLE	
DEADLINE FOR WRITTEN QUESTIONS: BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3766 Fax: 727/464-3925		
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	<hr/> JOSEPH LAURO, CPPO/CPPB Director of Purchasing	

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73) *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: (____) _____ **FAX:** (____) _____

***REMIT TO NAME:** _____

(As Shown On Company Invoice)

FEIN# _____

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	
W-9 (TAXPAYER ID)	

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE PAGE SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS**1. PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

4. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

5. REJECTION OF BID:

- (a) The County may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid.
 2. The bid does not strictly conform to the law or requirements of bid, including insurance requirements.
 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.

SECTION A - GENERAL CONDITIONS

- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.
6. **WITHDRAWAL OF BID:**
- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.
7. **LATE BID OR MODIFICATIONS:**
- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.
8. **PUBLIC REVIEW AT BID OPENING:**
Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.
9. **BID TABULATION INQUIRIES:**
 Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.
10. **AWARD OF CONTRACT:**
- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.
11. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**
 Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

SECTION A - GENERAL CONDITIONS

12. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**
The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
13. **PROVISION FOR OTHER AGENCIES:**
Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
14. **COLLUSION:**
The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:**
All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:**
If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for five (5) years from the date of final payment.
18. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
19. **MULTIPLE COPIES:**
Unless otherwise specified, responses to an Invitation to Bid (ITB) or Request for Proposal (RFP) should be submitted in duplicate.

SECTION A - GENERAL CONDITIONS

20. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

21. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

22. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

23. "OR EQUAL" DETERMINATION:

Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person.

24. INSURANCE:

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

25. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

SECTION A - GENERAL CONDITIONS

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

27. **PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

SECTION A - GENERAL CONDITIONS

PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:**
Payments to Pinellas County are subject to Florida taxes.
29. **TERMINATION:**
- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
30. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
31. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
32. **MATERIAL QUALITY:**
All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

SECTION A - GENERAL CONDITIONS

33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in the ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

35. **EXCEPTIONS:**

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

36. **NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

37. **PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

SECTION A - GENERAL CONDITIONS

- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

38. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

39. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

40. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS

41. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

42. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

43. **JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

44. **CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)

Fax – 727-464-8386

SECTION A - GENERAL CONDITIONS**45. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.
- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
- (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.
- (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code.

SECTION A - GENERAL CONDITIONS

Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

46. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1 Requesting department for this purpose is defined as the County department for whom the work is performed.

2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

SECTION A - GENERAL CONDITIONS

- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

47. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B – SPECIAL CONDITIONS

**BID TITLE: FENCING, GATE OPERATORS, AND HANDRAILS (CO-OP)
BID NUMBER: 178-0122-B(LN)**

IMPORTANT NOTICE: Changes have been made to the Insurance process. INSURANCE IS NOW DUE WITH BID SUBMITTAL. See SECTION C – Insurance Requirements.

1. **INTENT - COOPERATIVE BID:**

This is a cooperative bid for the purpose of establishing a contract for labor, materials, and equipment for Fencing, Gate Operators, and Handrails to order on an as needed basis by, but not limited to, the following participants:

City of Dunedin
City of Largo
City of Oldsmar
City of Pinellas Park
City of Tarpon Springs
Tampa Bay Water
Pinellas County Board of County Commissioners

Award shall be consistent among all of the above agency participants, but each entity shall make their own award. Each participating agency may execute its own contract with the successful bidder in accordance with its respective purchasing policies and procedures. Each participating agency will be responsible for issuing its own purchase order(s), and for order placement.

2. **GRANT REQUIREMENTS:**

If grant funding is required, Contractor shall comply with the clauses as enumerated in Attachments A and B. In addition Attachment B shall be executed and returned with bid submittal. Bidder may be deemed non-responsive for non-compliance and failure to submit executed Attachment B.

3. **QUANTITIES:**

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

4. **PRICING/PERIOD OF CONTRACT:**

Duration of the contract shall be for a period of five (5) years with unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted four (4) months prior to contract anniversary date. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date shall be considered.

5. **PURCHASES AT LOWER PRICING:**

If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to the County or the County may purchase that item for the lower price from another provider. The County will provide proof that the lower price is offered by another provider. If the successful contractor(s) lowers their pricing during the term of the contract, the successful contractor(s) shall automatically furnish the lower price to the County without prompting.

SECTION B – SPECIAL CONDITIONS

6. PRE-COMMENCEMENT MEETING:

Prior to start of any work, a pre-commencement conference will be held with the successful contractor. The meeting will require contractor and the county representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

7. WORKSITE SANITATION:

At the end of each workday, the Contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the Contractor. The Contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of work. If the Contractor fails to clean up at the completion of work, the County may do so and deduct the cost of such cleanup from the Contractor's most current invoice. The Contractor will not be responsible for cleaning up debris left by County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other Contractors.

8. PERMITS, FEES, AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:

The Contractor is responsible for determining and paying any fees that may be necessary to perform this contract and determining and acquiring any and all permits and licenses required by any Federal, State, or local government entity, agency, or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

9. SUBMISSION OF BIDS:

Paper documents may be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government**A. Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that bidder include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

SECTION C – INSURANCE REQUIREMENTS

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

(5) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SECTION C – INSURANCE REQUIREMENTS

(6) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

SECTION D – VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT MAIL: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT MAIL: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS

BID TITLE: FENCING, GATE OPERATORS, AND HANDRAILS
BID NUMBER: 178-0122-B(LN)

- A. OBJECTIVE** - To award a contract to provide security and safety materials and services for County owned and maintained properties; requirements include Cooperative participants.
- B. REQUIREMENTS** –
1. **Job Quotes** - Contractor will provide the requesting department, prior to beginning work, with a quote that includes labor and materials to be used, as well as start date and completion time frame. Quote must be approved by the department and a purchase order issued prior to initiation of work. All quotes shall be provided within five (5) days from the date of request at no charge.
 2. **Two (2) Man Crew with Tools** – All-inclusive rate billed at hourly unit price for:
 - a. Group 9 – Installation and removal of fencing
 - b. Group 10 – Repair and Replacement of Fencing
 - c. Group 11 – Additional Clearing per Hour – Bush Hog – Provide all labor and equipment (commercial grade) to excavate debris and vegetation within the work limits as directed by the County. Removal of vegetation does not include roots and rhizomes. This work includes removal of all trees that are less than 4” and located within the work area.
 3. **Repairs:**
 - a. Repairs must be completed within two (2) weeks of receipt of standard purchase order.
 - b. Contractor shall respond to the department’s request by visiting the site within 24 hours of notification. Job quote to be provided as per Section E., Requirements – Job Quotes.
 - c. Work shall be completed within five (5) working days or less upon issuance of a standard purchase order.
 4. **Warranty** - Standard manufacturer’s warranty shall be in effect for all materials incorporated into the work of this contract. Services/Work will be guaranteed for eighteen (18) months, after the date of completion of work order.
- C. SCOPE OF WORK** – The Contractor shall provide all materials, tools, labor, supervision, quality control, vehicles, equipment, disposal fees, management and transportation necessary to perform this contract. All costs shall be factored into the individual line item unit price, measurable per the unit defined in the bid summary pages.
- a) **Installation:** Installation of chain link fence shall be in accordance with ASTM F 567, and with the following:
 - a) Post spacing shall be spaced a maximum of 10'0"o.c. Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans to even footage.
 - b) Post foundations (footings) shall be:
 - i. A minimum of 24” deep plus 3 inches for each increase in fabric height above 4 feet.
 - ii. The diameter of the post foundation shall be four (4) times the post diameter.
 - iii. If set into solid rock or concrete, the depth of the post hole shall be three (3) times the diameter of the post and the hole diameter shall be ½ inch greater than the diameter of the post.
 - iv. Gate post foundations shall be in accordance with ASTM F 567, Table 2.

SECTION E – SPECIFICATIONS

- c) Bracing - Horizontal brace rails shall be provided on each terminal, corner and gate post and shall extend from these posts to the first adjacent line post. Diagonal brace (truss) rods shall extend back to the terminal, corner, or gate post and shall be furnished with a tightener or turnbuckle.
- i. No brace is required for fabric heights 6 feet or less where a top rail is used.
 - ii. On all fabric heights greater than 6 feet, a brace rail is required, even if a top rail is used:
 - (1) When a top rail is used, attach the brace at the halfway point above grade.
 - (2) When a top rail is not used, attach the brace at the two-thirds point above grade.
 - (3) Pull posts shall be used as breaks in vertical grades of 15" and at approximately 330 foot centers except that this maximum may be reduced on curves where the degree of curvature is greater than 3°. Pull posts shall be braced in both directions.

D. MATERIALS:

All materials shall be as described and conform to the specifications referenced below:

REFERENCED SPECIFICATIONS –**1. American Society for Testing and Measurements (ASTM):**

- A 121 – Metallic Coated Steel Barbed Wire
- A.392 – Zinc – Coated Steel Chain Link Fence Fabric
- A 491 – Aluminum-Coated Steel Chain Link Fence Fabric
- A 824 – Metallic Coated Steel Mar celled Tension Wire for use with Chain Link Fence.
- F 567 – Installation of Chain Link Fence
- F 626 – Fence Fittings
- F 668 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Chain Link Fence Fabric
- F 900 – Industrial and Commercial Swing Gates
- F 934 – Standard Colors for Polymer – Coated Chain Link Fence Materials
- F 1043 – Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
- F 1083 – Pipe, Steel, Hot-Dipped Zinc-coated (Galvanized) Welded, for Fence Structures
- F 1664 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Tension Wire used with Chain Link Fence
- F 1665 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Barbed Wire used with Chain Link Fence
- F 1910 – Long Barbed Tape Obstacles

1. Chain Link Fence Fabric -

- a. Galvanized chain link fence fabric shall be zinc-coated steel conforming to the requirements of American Society for Testing and Materials (ASTM) A 392.
 - (1) The coated wire diameter shall be 9 gage (0.148" ± 0.005").
 - (2) The mesh size of the woven fabric shall be 2" ± 1/8".
 - (3) The fabric height shall be from 4 feet to 12 feet, in one foot increments, as indicated.
 - (4) The zinc coating weight shall be Class 1, not less than 1.2 oz. /ft. of uncoated wire surface.
 - (5) Fabric shall be supplied in rolls of not less than 50 ft. allowable variance –6".
- b. Polyvinyl Chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
 - (1) The core wire diameter shall be 9 gage (0.148" ± 0.005").
 - (2) The PVC coating shall be Class 2a, extruded and adhered.
 - (3) The fabric height shall be from 4 feet to 12 ft., in one foot (ft.) increments, as indicated.
 - a. The PVC color shall be as indicated and conform to ASTM F 934.
 - b. Fabric shall be supplied in rolls of not less than 25 ft. allowable variance –3".
- c. Fabric heights greater than 12 ft. shall be woven from pre-coated strand with the following finishes:
 - (1) PVC coated steel in accordance with ASTM F 668.

SECTION E – SPECIFICATIONS

(2) Aluminum coated steel in accordance with ASTM F 491.

2. Framework -

a. Framework shall be round tubular pipe in either of the following types:

- (1) Type I-schedule 40 pipe conforming to the requirements of ASTM specifications F1083 and F1043 Group I-A, Type A, coating internal and external, minimum average zinc coating weight 1.8 oz./ft of surface.
- (2) Type II- high strength pipe conforming to the requirements of ASTM specification F1043, Group I-C, heavy Industrial, Type B or D internal coating. Type B external coating.
- (3) Framework for PVC coated chain link systems shall be either Type I, with supplemental PVC coating in accordance with ASTM 1043, or Type II, with supplemental polyester powder coating in accordance with ASTM F1043. Color shall be in accordance with ASTM F934.
- (4) Allowable variance for outside diameter (o.d.) wall thickness, and weight per foot shall be as required by ASTM specifications F1043 and F1083.

b. Framework shall be of the following dimensions for the corresponding fence height and use:

SECTION E – SPECIFICATIONS

TABLE 1 - FRAMEWORK REQUIREMENTS

Fence Height Ft.	Description	NPS sizes	o.d. inches	Minimum Length of Post	Type I		Type II	
					Wall Inches	Weight lb./ft.	Wall in inches	Weight lb./ft.
4	End, corner, or pull post Line post Rail (if required)	2	2.375	6'6"	0.154	3.85	0.130	3.12
		1-1/2	1.900	6'	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
5	End, corner or pull post Line Post	2	2.375	7'9"	0.154	3.65	0.130	3.12
		1-1/2	1.900	7'3"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
6	End, corner, or pull post Line post Rail (if required)	2	2.375	9'	0.154	3.65	0.130	3.12
		1-1/2	1.900	8'6"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
7	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	10'3"	0.203	5.79	0.160	4.64
		2	2.375	9'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
8	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	11'6"	0.203	5.79	0.160	4.64
		2	2.375	11'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
9	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	12'9"	0.203	5.79	0.160	4.64
		2	2.375	12'3"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
10	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	14'	0.203	5.79	0.160	4.64
		2	2.375	13'6"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
11	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	15'3"	0.203	5.79	0.160	4.64
		2	2.375	14'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
12	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	16'6"	0.203	5.79	0.160	4.64
		2	2.375	16'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84

3. Gates -

- a. Swing-gate frames shall be fabricated in accordance with ASTM specification F900 using either Type I or Type II round tubular pipe. For fabric heights 6 foot (ft.) or less-fabricate frames using NPS 1-1/4" (1.660" o.d.) Pipe.
 - (1) For fabric height over 6 ft.-fabricate frames using NPS 1-1/2" (1.900" o.d.) pipe.
 - (2) Interior bracing, if required, shall be NPS 1-1/4" (1.660" o.d.) pipe.
 - (a) Horizontal bracing is required for frames 5 ft. or higher.
 - (b) Vertical bracing required for frames 12' and wider. Vertical braces shall have a maximum spacing of 8 ft.
- b. Fabric cover – the fabric used to cover the fence frame shall be the same type and quality as that used on the adjacent fence.
- c. Gates with barbed wire shall have vertical frames to accept three strands of barbed wire.
- d. Gates posts shall be either Type I or Type II round tubular pipe in the following sizes for single swing gates or one leaf of double gates.
 - (1) Length of gate posts shall be as for end, corner or pull posts, in Table 1, for the height of fence fabric.

SECTION E – SPECIFICATIONS

TABLE 2: GATE POST SIZES

Gate Fabric Height, ft.	Gate Leaf Width, ft.	Type 1 or Type II	
		NPS Size	o.d. inches
6 ft. or less	Up to and including 4 ft.	2	2.375
	Over 4 ft. to 10 ft.	2 ½	2.875
	Over 10 ft. to 18 ft.	4	4.00
Over 6 ft.	Up to and including 6 ft.	2 ½	2.875
	Over 6 ft. to 12 ft.	4	4.000
Over 6 ft. (Type I pipe only)	Over 12 ft. to 18 ft.	6	6.875
	Over 18 ft. to 24 ft.	8	8.875

4. **Braces** – corner, end (terminal) gate and pull posts for chain link fence shall be braced with a brace assembly consisting of:

- a. NPS 1-1/4 (1.660" o.d.) pipe brace rail and
- b. 3/8" truss rod with tightener, and
- c. Other miscellaneous fittings to complete the installation.

5. **Tension Wire-**

- a. Metallic coated tension wire
 - (1) Tension wire, top and/or bottom, if required, shall be 7 gauge steel wire.
 - (2) Tension wire shall conform to ASTM A824, Type II, zinc coated, Class 2.
- b. PVC coated tension wire
 - (1) Tension wire, top and/or bottom, if required, shall conform to ASTM F 1664.
 - (2) The PVC coating class shall be Class 2a or 2b.
 - (3) The metallic coated core wire shall be either 9 ga (Class 2a coated) or 7 ga (Class 2b coated).

6. **Barbed Wire -**

- a. Metallic coated barbed wire.
 - (1) Metallic coated barbed wire shall conform to ASTM A 121, Design Number 12-4-5-14R (12 ½ galvanized (gal) x 4 point barbs x 5 inch spacing, 14 gage round barbs).
 - (2) Coating shall be Type Z (zinc coated), Class 3.
- b. PVC coated barbed wire
 - (1) PVC coated barbed wire shall conform to ASTM F 1665. Type I (Standard).
 - (2) The PVC coating class shall be Class 2a or Class 2b.
 - (3) The metallic coated core wire shall be 14 gage (0.080") and shall be zinc coated, and shall have a zinc coating weight not less than 0.25 oz. /2ft.

SECTION E – SPECIFICATIONS



7. Barbed Tape –

- a. Barbed tape shall be either 24” or 30 “single coil concertina.
- b. Barbed tape shall have stainless steel barbs and core wire.
- c. Barbed tape shall conform to the requirements of ASTM F 1910.
- d. The diameter of the barbed tape obstacle in packaged condition shall be [18”, 24”, 24/30” (double coil), 30”, 36” 40” or 60”]. +/-2”.
- e. The tape shall be fabricated from 0.025” [AISI 430 series stainless steel with a minimum Rockwell hardness of (30N) 37].
- f. Each loop shall contain barb clusters spaced 4” on center, and each barb cluster shall have 4 needle-sharp barbs with an average barb length of 1.2” as measured from the center of the cluster.
- g. Barbs [shall/shall not] be alternately offset from the tape centerline 0.15” to 0.45”.
- h. The tape shall be permanently cold clenched a minimum of 230 around a 0.098” diameter [AISI 304 spring quality austenitic stainless steel core wire] having a minimum tensile strength of [180,000] psi.
- i. The finished reinforced barbed tape shall have two continuous cut-resistant strengthening flanges, which shall be cut away at each barb root to permit maximum barb penetration.
- j. Each roll will consist of [0, 31, 33, 51, 81, or 101] loops with adjacent loops clipped at [0, 3, 5, 7, or 8] equally spaced locations around the circumference to provide the concertina effect.
- k. These clips shall be fabricated from 0.065” x 0.375” stainless steel and shall be capable of withstanding a minimum pull load of 200 lbs.
- l. Each roll of barbed tape shall cover [10, 15, 20, 25 or 50] linear feet when properly installed.

8. Miscellaneous Fittings and Accessories -

- a. Fabric ties – 9 gauge aluminum alloy wire conforming to ASTM F 626.
- b. Other miscellaneous fittings such as post caps, rail ends, brace and tension bands, barbed wire arms, and other fittings as may be necessary to complete the installation, shall be of pressed steel or malleable iron and shall conform to the requirements of ASTM F 626.

9. Wheatland Razor Tape – Sizes And Specifications -

Product Name	Diameter		Tape Material	Core Wire	Loops per Roll	Clips per Roll	Weight per Roll		Length per Roll/ Attachment spacing	
	Inches	(mm)					(lbs.)	(kg)	(ft.)	(m)
Commercial Barrier	18	450	430 SS	Galv	33		12.4	5.6	50 ft @ 18”	15m @ 450 mm
	24	600	430 SS	Galv	33		16.5	7.5	50 ft @ 18”	15m @ 450 mm
Barrier	24	600	430 SS	Galv	31	3	15.6	7.1	20 ft @ 16”	6.1 m @ 400mm
	30	750	430 SS	Galv	31	3	19.5	8.8	20 ft @ 16”	6.1 m @ 400 mm
	36	900	430 SS	Galv	31	3	23.4	10.6	20 ft @ 16”	6.1 m @ 400 mm
Super Barrier	30	750	430 SS	304 SS	51	5	32.0	14.5	25 ft @ 12”	7.6 m @ 300 mm
	36	900	430 SS	SS	51	5	38.4	17.4	25 ft @ 12”	7.6 m @ 300 mm
	40	1,000	430 SS	304	81	7	66.0	30.9	40 ft @ 12”	12 m @ 300 mm
	60	1,500	430 SS	SS	81	9	102.0	46.3	40 ft @ 12”	12 m @ 300 mm
				304 SS						
Double Barrier	24/30	600/750	430 SS	Galv	31/31	3/3	35.1	15.9	20 ft @ 16”	6.1 m @ 400 mm
Triple Barrier	18/24/30	450/600/750	430SS	Galv	31/31/31	3/3/3	47.5	21.5	20 ft @ 16”	6.1 m @ 400 mm

SECTION E – SPECIFICATIONS

10. Vinyl Fencing: (White)

- a. Fabric: 48" 6 GA., 2" Mesh KK Extruded PVC
- b. Top Rail: 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' inn length, joined with 1-5/8" vinyl coated sleeve.
- c. Line Post: 2" O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 6" diameter, 18" depth.
- d. Terminal Post: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot.
- e. Concrete footing: 6" diameter, 24" depth.
- f. Gates: SINGLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.
DOUBLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.
Gates braced and trussed as necessary. Same fabric as fence.
- g. Gate Post: SINGLE SWING GATE: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing: 6" diameter, 24" depth.
- h. DOUBLE SWING GATE: 2-1/2" O.D. spectra SS-40 Pipe, 3.12 lbs. per foot.
- i. Concrete footing: 6" diameter, 24" depth.
- j. Tension Wire: 6 GA. Vinyl Coated Coil Spring Tension Wire attached to bottom of fence fabric with 9 GA. Vinyl coated steel hog ring spaced 24" on center.
- k. Fittings: Vinyl coated regular brace band & carriage bolt, vinyl coated combo rail-end, vinyl coated steel loop cap, vinyl coated aluminum cap, 3/16" X 3/4" vinyl coated steel tension bar, vinyl coated regular tension band & carriage bolt.
- l. Tie Wire: 8-1/2" 9GA. Vinyl steel tie wire spaced 15" on center for line posts & 24" on center for rails.
- m. Post Footing: Sakcrete concrete.

11. Handrail, Pedestrian And Bicycle:

The work and materials specified under this Section shall be constructed in accordance with the Florida Department of Transportation (FDOT) Design Standards Index 800 Series for Fencing and Pedestrian Railing as further described in the line items of Group 8.

Standards can be viewed at: <http://www.dot.state.fl.us/rddesign/DS/12/Ser/FencingAndPedestrianRailings.pdf>

Work items include:

- a. New - Rail, Steel or Aluminum, Various with Hardware – Includes all hardware, brackets, end caps, and incidentals necessary to install new designated rail. Measured per linear foot.
- b. Replacement – Rail, Steel or Aluminum, Various - includes the removal of and disposal of unsalvageable damaged rail and replacement wit new designated rail and includes all necessary hardware. Measured per linear foot.
- c. Maintenance of Traffic (MOT) – The Contractor shall be responsible to maintain traffic within the limits of the project for the duration of work in accordance with the requirements of the FDOT Design Standards, Index 600. Maintenance of traffic shall be factored into contract unit pricing.

12. Gate Operators:

- a. Gate Operator Equipment - Operator's manufacturers may be, but are not limited to: Viking, Hy-Security, Stanley, B&B, Chamberlain and Automation Corporation.
- b. Control Systems & Accessories - may be, but are not limited to: Door-King, IEI-Door-Gard, and EDKO in Ground Loop Detectors, AAID Long Range WEGAN Vehicle ID Readers, EDKO Photocells, DITK Surge Suppressors, Ground Rods and Safety Edge with Receiver & Transmitter.
- c. Gate Operator Repairs – The contractor shall be required to respond (on site) within twenty-four (24) hours of notification to perform normal repairs or adjustments.

SECTION F – BID SUBMITTAL AND SUMMARY
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BID TITLE: FENCING, GATE OPERATORS, AND HANDRAILS
BID NUMBER: 178-0122-B(LN)

GROUP 1 - CHAIN LINK FENCE FABRIC, W/ 1.2 OZ ZINC COATING PER SQ. FT., ASTM STANDARD.

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	4' 0" with line posts & top rails	2,320			FT	\$	\$
2	6' 0" with line posts & top rails	8,125			FT	\$	\$
3	6' 0" with tension wire	225			FT	\$	\$
4	6' 0" with top rail & 3 strands of barb wire	900			FT	\$	\$
5	7' 0" with line posts & top rails	5			FT	\$	\$
6	8' 0" with line posts & top rails	750			FT	\$	\$
7	10' 0" with line posts & top rails	50			FT	\$	\$
8	12' 0" with line posts & top rails	330			FT	\$	\$
TOTAL GROUP 1							\$

GROUP 2 - END & CORNER POSTS, COMPLETE W/ BRACES PER SPECIFICATIONS

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	4' end posts	70			EA	\$	\$
2	4' pull posts	5			EA	\$	\$
3	4' corner posts	50			EA	\$	\$
4	6' end posts	150			EA	\$	\$
5	6' pull posts	30			EA	\$	\$
6	6' corner posts	50			EA	\$	\$
7	7' end posts	25			EA	\$	\$
8	7' pull posts	1			EA	\$	\$
9	7' corner posts	10			EA	\$	\$
10	8' end posts	60			EA	\$	\$
11	8' pull posts	5			EA	\$	\$
12	8' corner posts	30			EA	\$	\$
13	10' 0" end posts	1			EA	\$	\$
14	10' 0" corner posts	5			EA	\$	\$
15	12' 0" end posts	5			EA	\$	\$
16	12' 0" pull posts	10			EA	\$	\$
17	12' 0" corner posts	5			EA	\$	\$
18	Addition of Welded Plate to Post w/Anchors, includes hardware	130			EA	\$	\$
TOTAL GROUP 2							\$

SECTION F – BID SUBMITTAL AND SUMMARY

GROUP 3 - VINYL FENCING, GATES, POSTS, TOP RAILS, AND CORNER POSTS W/HARDWARE (White)

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	4' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	100			LF	\$	\$
2	6' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	5,000			LF	\$	\$
3	8' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	1,000			LF	\$	\$
4	4' Vinyl coated fence system w/line post & top rail	500			LF	\$	\$
5	4' Vinyl coated fence system w/out top rail	1			LF	\$	\$
6	6' Vinyl coated fence system w/line post & top rail	8,000			LF	\$	\$
7	8' Vinyl coated fence system w/line post & top rail	20			LF	\$	\$
8	4' Vinyl coated end-pull-corner post	30			EA	\$	\$
9	6' Vinyl coated end-pull-corner post	150			EA	\$	\$
10	8' Vinyl coated end-pull-corner post	5			EA	\$	\$
11	6' White PVC tongue and grove fence (Specifications Attached)	400			LF	\$	\$
12	4' x 4' single vinyl coated gate	10			EA	\$	\$
13	4' x 6' single vinyl coated gate	5			EA	\$	\$
14	4' x 8' single vinyl coated gate	20			EA	\$	\$
15	6' x 4' single vinyl coated gate	15			EA	\$	\$
16	6' x 6' single vinyl coated gate	20			EA	\$	\$
17	6' x 8' single vinyl coated gate	1			EA	\$	\$
18	8' x 4' single vinyl coated gate	10			EA	\$	\$
19	8' x 6' single vinyl coated gate	10			EA	\$	\$
20	8' x 8' single vinyl coated gate	10			EA	\$	\$
21	4' x 6' white PVC gate w/gate post and hardware	5			EA	\$	\$
22	5' x 6' white PVC gate w/gate post and hardware	5			EA	\$	\$
23	6' x 6' white PVC gate w/gate post and hardware	5			EA	\$	\$
24	6' x 10' white PVC gate w/swing	2			EA	\$	\$
25	Deduction to exclude Top Rail	20			LF	\$ -	\$ -
TOTAL GROUP 3							\$

SECTION F – BID SUBMITTAL AND SUMMARY
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GROUP 4 - ADDITIONAL FENCING MATERIALS

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	6' Privacy Fencing Material, PDS vinyl slat	130			LF	\$	\$
2	8' Privacy Fencing Materials, PDS vinyl slat	200			LF	\$	\$
3	6' Wood Stockade (Pressure Treated Pine)	40			LF	\$	\$
4	8" Wood Stockade (Pressure Treated Pine)	50			LF	\$	\$
5	4' Field Fence (FDOT Specifications Attached) Fence Type A	16,000			LF	\$	\$
6	Razor Wire, 30"	25			50' Roll	\$	\$
7	Barbed Wire, metallic	25			50' Roll	\$	
8	Barbed Wire, PVC coated	25			50' Roll	\$	
9	Roller Chain #40 Steel	50			LF	\$	\$
TOTAL GROUP 4							\$

GROUP 5A - GATES, INCLUDING POSTS & HARDWARE FOR 4' 0" FENCE

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	16' cantilever gate	5			EA	\$	\$
2	20' cantilever gate	5			EA	\$	\$
3	24' cantilever gate	5			EA	\$	\$
4	12' single swing gate	5			EA	\$	\$
5	10' single swing gate	5			EA	\$	\$
6	8' single swing gate	10			EA	\$	\$
7	6' single swing gate	10			EA	\$	\$
8	4' single swing gate	10			EA	\$	\$
TOTAL GROUP 5A							\$

SECTION F – BID SUBMITTAL AND SUMMARY
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GROUP 5B - GATES, INCLUDING POSTS & HARDWARE FOR 6' 0" FENCE

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	16' cantilever gate	5			EA	\$	\$
2	20' cantilever gate	5			EA	\$	\$
3	12' single swing gate	5			EA	\$	\$
4	10' single swing gate	5			EA	\$	\$
5	8' single swing gate	10			EA	\$	\$
6	6' single swing gate	30			EA	\$	\$
7	4' single swing gate	15			EA	\$	\$
8	20' slide gate	5			EA	\$	\$
TOTAL GROUP 5B							\$

GATE 5C - GATES, INCLUDING POSTS & HARDWARE FOR 7' 0" FENCE

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	16' cantilever gate	5			EA	\$	\$
2	24' cantilever gate	5			EA	\$	\$
3	12' single swing gate	5			EA	\$	\$
4	10' single swing gate	5			EA	\$	\$
5	8' single swing gate	5			EA	\$	\$
6	6' single swing gate	5			EA	\$	\$
7	4' single swing gate	5			EA	\$	\$
TOTAL GROUP 5C							\$

GROUP 5D - GATES, INCLUDING POST & HARDWARE FOR 8' 0" FENCE

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	16' cantilever gate	1			EA	\$	\$
2	24' cantilever gate	5			EA	\$	\$
3	12' single swing gate	1			EA	\$	\$
4	10' single swing gate	1			EA	\$	\$
5	8' single swing gate	5			EA	\$	\$
6	6' single swing gate	15			EA	\$	\$
7	4' single swing gate	20			EA	\$	\$
TOTAL GROUP 5D							\$

SECTION F – BID SUBMITTAL AND SUMMARY
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GROUP 5E - GATES, INCLUDING POST & HARDWARE FOR 10' 0" FENCE

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	TOTAL	TOTAL PRICE
1	16' cantilever gate	1			EA	\$	\$
2	24' cantilever gate	5			EA	\$	\$
3	12' single swing gate	1			EA	\$	\$
4	10' single swing gate	1			EA	\$	\$
5	8' single swing gate	5			EA	\$	\$
6	6' single swing gate	15			EA	\$	\$
7	4' single swing gate	20			EA	\$	\$
TOTAL GROUP 5E							\$

GROUP 5F - GATES, INCLUDING POST & HARDWARE FOR 12' 0" FENCE

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	16' cantilever gate	5			EA	\$	\$
2	24' cantilever gate	5			EA	\$	\$
3	12' single swing gate	5			EA	\$	\$
4	10' single swing gate	5			EA	\$	\$
5	8' single swing gate	5			EA	\$	\$
6	6' single swing gate	1			EA	\$	\$
7	4' single swing gate	5			EA	\$	\$
8	Wheel Assembly, 5", for Roll Gate, w/hardware	50			EA	\$	\$
9	Wheel Assembly, 8", for Roll Gate, w/hardware	50			EA	\$	\$
TOTAL GROUP 5F							\$

SECTION F – BID SUBMITTAL AND SUMMARY
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GROUP 6 – HANDRAIL - PEDESTRIAN AND BICYCLE:

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardware	120			LF	\$	\$
2	3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	80			LF	\$	\$
3	2 Rail Steel – FDOT Index No. 880 Pedestrian w/hardware	50			LF	\$	\$
4	2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	1,250			LF	\$	\$
5	REPLACE - 3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardware	250			LF	\$	\$
6	REPLACE - 3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	900			LF	\$	\$
7	REPLACE - 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardware	50			LF	\$	\$
8	REPLACE - 2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware	500			LF	\$	\$
9	REPLACE - 2 Rail Steel – FDOT Index No. 880 Pedestrian w/hardware	50			LF	\$	\$
TOTAL GROUP 6							\$

GROUP 7 – GATE OPERATORS

ESTIMATED COUNTY 60 MONTH USAGE	ESTIMATED CO-OP 60 MONTH QUANTITY	TOAL 60 MONTH QUANTITY	COST PLUS MARK UP	TOTAL
\$50,000.00			%	\$
TOTAL GROUP 7				\$

GROUP 8 – REMOVAL AND DISPOSAL OF OLD FENCE UP TO AND INCLUDING 6' HIGH

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	Removal of Old Fence up to and including 6' high	7,000			LF	\$	\$
TOTAL GROUP 8							\$

SECTION F – BID SUBMITTAL AND SUMMARY
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GROUP 9 - TEMPORARY FENCE

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	Labor & Materials to Install & Remove Temporary Fencing	50			LF	\$	\$
TOTAL GROUP 9							\$

GROUP 10 - INSTALLATION AND REMOVAL OF FENCING

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOAL PRICE
1	RATE CHARGES MONDAY THROUGH FRIDAY 8:00 A.M. – 5:00 P.M. (straight time)	2,600			Hour	\$	\$
2	RATE CHARGES MONDAY THROUGH FRIDAY (over time/Holiday)	65			Hour	\$	\$
TOTAL GROUP 10							\$

GROUP 11 – REPAIR AND REPLACEMENT OF FENCING

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATE D CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	RATE CHARGES	750			Hour	\$	\$
TOTAL GROUP 11							\$

GROUP 12 ADDITIONAL CLEARING PER HOUR:

ITEM	DESCRIPTION	ESTIMATED COUNTY 60 MONTH QUANTITY	ESTIMATED CO-OP 60 MONTH QUANTITY	TOTAL 60 MONTH QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	CLEARING WITH BUSH HOG	70			Hour	\$	\$
TOTAL GROUP 12							\$

SECTION F – BID SUBMITTAL AND SUMMARY

Unspecified work is defined as services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized by the County or participating entity before performed.

UNSPECIFIED WORK	\$50,000.00
MSRP DISCOUNT ON ITEMS NOT LISTED	%

TOTAL GROUP 1:	\$
TOTAL GROUP 2	\$
TOTAL GROUP 3	\$
TOTAL GROUP 4	\$
TOTAL GROUP 5A	\$
TOTAL GROUP 5B	\$
TOTAL GROUP 5C	\$
TOTAL GROUP 5D	\$
TOTAL GROUP 5E	\$
TOTAL GROUP 5F	\$
TOTAL GROUP 6	\$
TOTAL GROUP 7	\$
TOTAL GROUP 8	\$
TOTAL GROUP 9	\$
TOTAL GROUP 10	\$
TOTAL GROUP 11	\$
TOTAL GROUP 12	\$
TOTAL FOR GROUPS 1 THROUGH 12	\$
UNSPECIFIED WORK	\$ 50,000.00
GRAND TOTAL	\$

SECTION F – BID SUBMITTAL AND SUMMARY
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DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

SECTION F – BID SUBMITTAL AND SUMMARY

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

Would your company accept to participate in the ePayables credit card program?

Yes

No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:
 Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:
 Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

BID TITLE: FENCING, HANDRAILS, AND GATE OPERATORS
BID NUMBER: 178-0122-B(LN)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
--------------------	-------------------------------	----------------------

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signing and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's Bid.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category, 'Current Bids.'

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **178-0122-B(LN0** for **FENCING, HANDRAILS, AND GATE OPERATORS**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

ATTACHMENT A
GRANT FUNDING CONDITIONS
BID NUMBER: 178-0122-B(LN)
BID TITLE: Fencing, Gate Operators & Handrails

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. In addition, Attachment B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Attachment B.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **The bidder shall certify compliance as per Attachment B**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

ATTACHMENT B

CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS and UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)

BID NUMBER: 178-0122-B(LN)

BID TITLE: Fencing, Gate Operators & Handrails

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension

1. LOBBYING

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

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

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

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

Yes No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

ALTERNATE II (Vendors who are Individuals)

- (1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) 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 proposal.

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

A. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

B. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

C. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

D. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

SIGNATURE

As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

Company Name:

Printed Name and Title of Authorized Representative:

SIGNATURE

DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

Street Address

City, County, State, Zip

Check if there are workplaces on file that are not identified here.

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)