AGREEMENT FOR
CHAIN LINK AND PICKET FENCE, PURCHASE AND INSTALLATION

THIS AGREEMENT, made this 11 day of July 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Tropic Fence, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 1864 Northwest 21 Street, Pompano Beach, FL 33069, Phone: 954-978-1250, Fax: 954-960-1432, Email: tropicfence@bellsouth.net, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Invitation to Bid No. 532-11187, Purchase and Installation of Chain Link and Picket Fence, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB" or "Exhibit A").

(2) The Contractor's response to the ITB, dated March 14, 2013 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated July 11, 2013, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on May 5, 2013, and shall end on May 4, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. <u>Environmental, Health and Safety</u>

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. <u>Conflicts</u>

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. <u>Scrutinized Companies</u>

Subject to *Odebrecht Construction, Inc. v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes, as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: STEVE NESPOLI
Secretary + VICE PRESIDENT

CONTRACTOR

By: _____
Print Name: GINA NESPOLI
President PRESIDENT

(CORPORATE SEAL)

TROPIC FENCE, INC. CORPORATE SEAL FLORIDA 1986

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of July, 2013, by Gina NESPOLI as president for Tropic Fence, Inc., a Florida corporation.

(SEAL)

_____
Notary Public, State of FLORIDA
(Signature of Notary Public)

LYN TILLEY
MY COMMISSION # EE 867618
EXPIRES: February 15, 2017
Bonded Thru Notary Public Underwriters

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

532-11187

Chain Link and Picket Fence, Annual Contract

CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

CONTRACT COPY

Bid 532-11187
Chain Link and Picket Fence, Annual Contract

Bid Number	**532-11187**
Bid Title	**Chain Link and Picket Fence, Annual Contract**
Bid Start Date	**Mar 5, 2013 11:40:39 AM EST**
Bid End Date	**Mar 15, 2013 2:00:00 PM EDT**
Question & Answer End Date	**Mar 13, 2013 5:00:00 PM EDT**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**
Contract Duration	**1 year**
Contract Renewal	**3 annual renewals**
Prices Good for	**90 days**
Bid Comments	**The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide fence installation and repair for the City's various Departments, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). Work request may range from large, new installation or repairs to small quantity fence repairs, i.e. damage from vehicle accidents.** **Added on Mar 12, 2013:** **Detail for rolling gate has been included** **All other terms, conditions and specifications remain unchanged.** **Added on Mar 14, 2013:** **Detail #4 for rolling gate has been removed and replaced with Detail #5** **All other terms, conditions and specifications remain unchanged.**

Changes made on Mar 12, 2013 1:59:06 PM EDT

New Documents	**11187-Fence_details_DETL-4.pdf**

Item Response Form

Item	**532-11187--01-01 - Removal / Disposal of Fence**
Quantity	**1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1000

Description
Furnish all materials, labor, and equipment to remove (off of project site)and properly dispose of all types and heights of chain link or pickett fence, posts, gates, and associated hardware. Approx. 1,000 linear feet

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Item **532-11187--01-02 - Installation of 6' High Temporary Construction Fence**

Quantity **400 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 400

Description
Furnish all materials, labor, and equipment to install 6' temporary construction fence. Approximately 400 linear feet

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Item **532-11187--01-03 - 4' High Chain Link Fence, Galvanized**

Quantity **200 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 200

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 4' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 200 L.F.

Item **532-11187--01-04 - 6' High Chain Link Fence, Galvanized**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1000

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 6' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 1,000 L.F.

Item **532-11187--01-05 - 8' High Chain Link Fence, Galvanized**

Quantity **300 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 300

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 8' high Galvanized (g)chain link fence. This includes all associated Galvanized post (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 300 L.F.

Item	**532-11187--01-06 - 10' High Chain Link Fence, Galvanized**
Quantity	**300 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 300

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 10' high Galvanized (g)chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 300 L.F.

Item	**532-11187--01-07 - 12' High Chain Link Fence, Galvanized**
Quantity	**100 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 12' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 100 L.F.

Item	**532-11187--01-08 - 20' High Chain Link Fence, Galvanized**
Quantity	**100 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 20' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 100 L.F.

Item	**532-11187--01-09 - 4' High Chain Link Fence, PVC Coated**
Quantity	**400 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale**

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 400

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 4'high of PVC Coated chain link fence. This includes all associated PVC Coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 400 L.F.

Item	**532-11187--01-10 - 6' High Chain Link Fence, PVC Coated**
Quantity	**1000 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1000

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 6' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 1,000 L.F.

Item	**532-11187--01-11 - 8' High Chain Link Fence, PVC Coated**
Quantity	**300 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 300

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 8' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 300 L.F.

Item	**532-11187--01-12 - 10' High Chain Link Fence, PVC Coated**
Quantity	**100 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install the following heights 10' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 100 L.F.

Item	**532-11187--01-13 - 20' High Chain Link Fence, PVC Coated**
Quantity	**200 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale**

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 200

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 20' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 200 L.F.

Item	**532-11187--01-14 - 30' High Chain Link Fence, PVC Coated**
Quantity	**300 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 300

Description
Furnish all materials, labor, and/or equipment, including clear and grubbing, to install 30' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware. Approx. 300 L.F.

Item	**532-11187--01-15 - 6'H x (6' to 10') Wide Gate, Galvanized, Single Rolling**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized chain link fence. This includes all associated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-16 - 6'H x (11' to 20')Wide Gate, Galvanized, Single Rolling**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized chain link fence. This includes all associated Galvanized and PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-17 - 8'H x (6' to 10')Wide Gate, Galvanized, Single Rolling**
Quantity	**1 each**
Unit Price	

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized chain link fence. This includes all associated Galvanized and PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-18 - 8'H x (11' to 20')Wide Gate, Galvanized, Single Rolling**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-19 - 6'H x (11' to 20')Wide Gate, PVC Coated, Single Rolling**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Single rolling gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single side rolling gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-20 - 8'H x (11' to 20')Wide Gate, PVC Coated, Single Rolling**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Single rolling gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single side rolling gates to PVC coated (c) chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-21 - 4'H x 5'W Gate, Galvanized, Single Swing**

Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-22 - 6'H x 5'W Gate, Galvanized, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate post, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-23 - 6'H x (6' to 10')Wide Gate, Galvanized, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-24 - 8'H x 5'W Gate, Galvanized, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-25 - 8'H x (6' to 10')Wide Gate, Galvanized, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-26 - 10'H x 5'W Gate, Galvanized, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-27 - 10'H x (6' to 10')Wide Gate, Galvanized, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-28 - 4'H x 5'W Gate, PVC Coated, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description

Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-29 - 6'H x 5'W Gate, PVC Coated, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-30 - 6'H x (6' to 10')Wide Gate, PVC Coated, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-31 - 8'H x 5'W Gate, PVC Coated, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-32 - 8'H x (6' to 10')Wide Gate, PVC Coated, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Single swing gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-33 - 10'H x 5'W Gate, PVC Coated, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-34 - 10'H x (6' to 10')Wide Gate, PVC Coated, Single Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Single swing gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-35 - 6'H x (6' to 10')W Gate, Galvanized, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-36 - 6'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing**
Quantity	**1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-37 - 8'H x (6' to 10')Wide Gate, Galvanized, Double Leaf Swing**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Double leaf swing gate (per swing segment) with 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-38 - 8'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-39 - 10'H x 5'W Gate, Galvanized, Double Leaf Swing**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Double leaf swing gate (per swing segment) with 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-40 - 10'H x (6' to 10')Wide Gate, Galvanized, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-41 - 10'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-42 - 6'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-43 - 6'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to

install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-44 - 8'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-45 - 8'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-46 - 10'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Double leaf swing gate (per swing segment) with 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	**532-11187--01-47 - 10'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301
Qty 1

Description
Double leaf swing gate (per swing segment) with 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-48 - 6' high x 16' wide cantilevered slide gate**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
Fort Lauderdale Executive Airport
6000 NW 21 Avenue, #200
Fort Lauderdale FL 33309
Qty 1

Description
Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gate to Galvanized (g) chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity of "1" as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **532-11187--01-49 - 6'H Picket Fence**
Quantity **240 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 240

Description
Furnish all materials, labor, and/or equipment to install 6' high black (or other color) decorative picket fencing or associated single side rolling gates, as seen in the accompanying details drawing sheet No. 2. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, corner posts, and/or gate posts. Approx. 240 L.F.

Item **532-11187--01-50 - 6'H Single side Rolling Picket Gate**
Quantity **240 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 240

Description
Furnish all materials, labor, and/or equipment to install 6' high black (or other color) decorative picket fencing or associated single side rolling gates, as seen in the accompanying details drawing sheet No. 2. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, corner posts, and/or gate posts. Approx. 240 L.F.

Item **532-11187--01-51 - 62' long x 15½' wide x 12' high Batting Cages**
Quantity **3 each**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 3

Description
Furnish all materials, labor, and/or equipment, including any clear and grubbing, to install and/or repair (as needed) PVC coated galvanized chain link fence to the ball field's batting cage. This includes all associated PVC coated galvanized posts (end/corner, tension, or terminal), fence fabric (9-gauge steel), support braces, and hardware. Approximately 3 each.

Item **532-11187--01-52 - 75' long x 15½' wide x 12' high Batting Cages**
Quantity **3 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 3

Description
Furnish all materials, labor, and/or equipment, including any clear and grubbing, to install and/or repair (as needed) PVC coated galvanized chain link fence to the ball field's batting cage. This includes all associated PVC coated galvanized posts (end/corner, tension, or terminal), fence fabric (9-gauge steel), support braces, and hardware. Approximately 3 each.

Item **532-11187--01-53 - Barbwire**
Quantity **750 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 750

Description
Furnish all materials, labor, and/or equipment, to install barbwire to all heights (from 4' to 10') of Galvanized (g) chain link fence, and any accompanying single side rolling, single swing, or double leaf swing gates. This includes all associated hardware. Approx. 750 linear feet

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Item **532-11187--01-54 - Bottom fence rail**
Quantity **500 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description
Furnish all materials, labor, and/or equipment, to install flat galvanized bottom fence rail to all heights (from 4' to 30') of Galvanized (g) or PVC coated (c) chain link fence. This includes all associated hardware. Approximately 500 linear feet

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Item **532-11187--01-55 - Bottom Tension Wire, Galvanized, 7 gauge**
Quantity **750 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 750

Description
Furnish all materials, labor, and/or equipment, to install galvanized bottom tension wire to all heights (from 4' to 30') of Galvanized (g) chain link fence. This includes all associated hardware. Approximately 750 linear feet

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Item	**532-11187--01-56 - Bottom Tension Wire, PVC Coated, 7 gauge**
Quantity	**750 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 750

Description
Furnish all materials, labor, and/or equipment, to installPVC coated bottom tension wire to all heights (from 4' to 30') of PVC coated (c) chain link fence. This includes all associated hardware. Approximately 750 linear feet

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Item	**532-11187--01-57 - Install and substitute 4" posts**
Quantity	**20 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 20

Description
Furnish all materials, labor, and/or equipment, to install and substitute 4" posts as requested by City staff. Approximately 20 each.

Item	**532-11187--01-58 - Substitute Bottom Tension Wire with Flat Galvanized Bottom Rail**
Quantity	**500 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 500

Description
Furnish all materials, labor, and equipment to substitute bottom tension wire with flat galvanized bottom rail. Approximately 500 linear feet

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Item	**532-11187--01-59 - Adjust, straighten, tighten, and/or repair existing rail...**
Quantity	**700 linear foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 700

Description
Furnish all materials, labor, and/or equipment, to adjust, straighten, tighten, and/or repair existing rail (top, middle, or bottom), line post, corner post, gate post, barbwire, or fence fabric of all heights (from 4' to 10') of Galvanized (g) or PVC coated (c) chain link fence. This includes all associated hardware, and with all applicable posts being secured with 3000 PSI concrete. Approximately 700 linear feet

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Item	**532-11187--01-60 - Forman for fence construction /repair - For additional jobs not indicated**
Quantity	**100 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100

Description
HOURLY RATE FOR FORMAN FOR FENCE CONSTRUCTION / REPAIR - FOR ANY ADDITIONAL JOBS/REQUESTS NOT SPECIFICALLY INDICATED IN THIS BID .(Labor prices shall be included in your unit price for items indicated)- GIVE PRICE PER HOUR. APPROX. 100 HOURS

Item	**532-11187--01-61 - Laborer for fence construction / repairs - For additional jobs not indicated**
Quantity	**100 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100

Description
HOURLY RATES FOR FENCE CONSTRUCTION / REPAIR LABORER. FOR ADDITIONAL JOBS/REQUESTS NOT SPECIFICALLY INDICATED IN THIS BID.(Labor prices shall be included in your unit price for items indicated)- GIVE PRICE PER HOUR APPROX. 100 HOURS

Item	**532-11187--01-62 - Formans helper**
Quantity	**1 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Hourly rate for Forman helper - FOR ADDITIONAL JOBS/REQUESTS NOT SPECIFICALLY INDICATED IN THIS BID-.(Labor prices shall be included in your unit price for items indicated)- Give price per hour. Approx. 200 hours

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Item	**532-11187--01-63 - Reimbursement for cost-plus purchase materials.**
Quantity	**1 each**
Percentage	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301
Qty 1

Description
Supplies not listed or included elsewhere MAY be purchased under this contract on a strictly COST-PLUS arrangement only. Documentation of vendor cost must be provided with written (City) estimates. Provide percent markup. City staff estimates approx. $25,000 worth of this type of material will be required per year. Your percentage will be caculated as follows for City calculation purposes: $25,000 x %_____= price

ITB #532-11187
TITLE: Fence, Chain Link and Picket, Annual Contract

PART I – INFORMATION SPECIAL CONDITIONS

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide fence installation and repair for the City's various Departments, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). Work request may range from large, new installation or repairs to small quantity fence repairs, i.e. damage from vehicle accidents.

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT
There will not be a pre-bid conference or site visit for this Invitation to Bid.
It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

05. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully provided products and completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are

normally and routinely engaged in performing such services for a minimum of two (2) years, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING
Contractor must quote a firm, fixed price for all products/services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale. All prices quoted shall include delivery/handling charges. The City of Fort Lauderdale will not accept any bids that do not guarantee a firm price until completion of order.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. BID DOCUMENTS
The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD
Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY
Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. GENERAL CONDITIONS
General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this ITB.

11. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. RULES AND SUBMITTALS OF BIDS
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS
The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of

quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or May, 5, 2013, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three (3) additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

16. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

17. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

18. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

19. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

20. INVOICES/PAYMENT

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

21. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on

such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

22. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

23. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person
	$500,000 each occurrence
Property damage	$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

24. SUB-CONTRACTORS
If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the

right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

25. INSURANCE – SUB-CONTRACTORS
Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

26. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

27. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a

public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

28. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

29. CONTRACTORS RESPONSIBILITY
Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All work shall be performed between the hours of 7:30 a.m. and 4:30 p.m., during normal working days. Exceptions to this schedule can only be made with the prior approval of the City.

The Contractor shall provide a qualified foreman present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foremen shall be well versed in reading and understanding plans and the technical aspects of the project.

All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealants and lubricants.

Perform the work in accordance with the specifications contained in this ITB and with the current editions of the published "Construction Standards and Specifications" of the Office of the City Engineer, 1982, except as may be noted otherwise. It will be the sole responsibility of the Contractor to make himself and his employees fully aware of these provisions.

It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residue at the end of each and every workday. Materials and equipment left on site overnight, shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel. Any materials and/or equipment left on site, shall be done with the Contractor, fully and total responsibility for security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City of Fort Lauderdale.

Upon completion, the Contractor shall be responsible for leaving the job site free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.

30. SAFETY
The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

31. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

32. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

33. BID TABULATIONS/INTENT TO AWARD
Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm . Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm , or any interested party may call the Procurement Services Division at 954-828-5933.

34. VERIFICATION OF EMPLOYMENT STATUS
Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.
E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Bidder's response to this ITB.

35. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

PART II – SCOPE OF SERVICES

01. SCOPE OF WORK
To furnish all labor, equipment and tools required for the installation and repair of chain link and picket fencing, including required pickup and transport, in accordance with the specifications of this bid. To supply required equipment and labor to remove, haul and properly dispose of any debris or excess fill material as developed during the fulfillment of this contract.

02. WORKING HOURS
The standard work week shall be considered as Monday through Friday, from 7:30 AM through 4:30 PM; excluding normal holidays granted to City employees. Workdays are exclusive of Saturday and Sunday.

Work shall normally be scheduled to commence during the standard workweek hours, however, if both the Contractor and City personnel agree, work can be accomplished during hours other than those detailed as standard workweek hours.

03. STANDARD SERVICE REQUIREMENTS
The work consists of furnishing all labor, material, equipment and incidentals necessary for the construction of the contract items indicated by the Proposal within City streets, rights-of-way and other City-owned property. All work shall be in accordance with the City's CONSTRUCTION STANDARDS AND SPECIFICATIONS, and FLORIDA BUILDING CODE except where stated otherwise herein.

CONTRACTOR IS REQUIRED TO HAVE ONE OF THE FOLLOWING LICENSES:

1. A GENERAL CONTRACTORS LICENSE APPROVED BY THE STATE OF FLORIDA

2. A BUILDING CONTRACTORS LICENSE

3. A CERTIFICATE OF COMPENTANCY

When required, the contractor must apply for and obtain a building permit. The contractor will be responsible for all design and drawings as well as permit applications. Contractor will be reimbursed for permit cost.

Work may be authorized by written work/purchase order. A list of employees authorized to direct work, will be provided to the successful bidder upon award.

Suitable barricades and lights shall be placed by the Contractor to protect the public prior to the installation and/or removal of assigned fencing projects and shall remain until the work is completed. Barricades and lights shall be removed as soon as possible there after.

Each Contractor shall be held responsible for any damage done by him or his agents to work performed by another Contractor.

The quantities of work in the Proposal section of this contract are rough approximations only. The total quantities of work to be included in this contract and actually performed may vary widely and some items may be completely eliminated depending upon the work that will be authorized by the City during the period of this contract, by field conditions or availability of funds.

The Contractor shall provide the City typed (Excel, Word, or similar) and signed off (by the contractor's project manager/s) as-built field quantities and/or measurements specific to each job, within a maximum period of ten (10) working days after the work is completed. Any pay request submitted to the City by the Contractor shall include this as-built data. Pay requests shall also not exceed a period of (30) working days following each work request completion, as verified by the City.

LIQUIDATED DAMAGES PROVISION
Time is of the essence throughout this Contract.
Upon failure of CONTRACTOR to substantially complete work orders within the specified period of time, plus approved time extensions, The City reserves the right to impose liquidated damages on the Contractor.

Failure to complete the project(s) of any Work Order within the reasonable agreed number of working days, shall subject the Contractor to pay Fifty dollars ($50.00) for each calendar day of the first 30 day period and One hundred ($100.00) for each calendar day thereafter. These amounts will be applied (subtracted) to the Contractor's pay request for the particular work order. The above-stated liquidated damages shall apply separately to each portion of the project for which a time for completion is given.
It is agreed upon and determined by both parties that the liquidated damages assessed are amounts that the City may reasonably suffer by reason of such default and are not an enforcement of penalty.

MAINTENANCE OF TRAFFIC
Contractor shall be responsible for maintaining traffic in accordance with the Florida Department of Transportation standards and all applicable local requirements. Contractor shall be responsible for obtaining all applicable permits for maintenance of traffic.

PROTECTION AND RESTORATION OF SURVEY MONUMENTS
The Contractor shall carefully protect from disturbances all survey monuments, stakes and bench marks, whether or not established by him, or he shall not remove nor destroy any surveying point until it has been properly witnessed or otherwise disposed of by the Engineer. All major survey monuments such as section corners, property corners, or block control points shall be replaced at the Contractor's expense with markers of a size and type approved by the Engineer. The replacement shall be under the supervision of a Florida Registered Land Surveyor.

SURVEYING BENCH MARKS AND CONTROL POINTS, when and where required
The City Surveyor will establish the initial benchmarks, control points, and one set of construction stakes for the median curb, at no charge to the Contractor. The Contractor shall be responsible for requesting the construction stakes at least five working days in advance of when stakes will be needed. The Contractor is responsible to protect and preserve all reference points and stakes established by the City Surveyor. In the event the stakes are damaged or moved, the Contractor shall be responsible for re-establishing the field reference points and stakes at his own expense. The City Surveyor will obtain all as-builts. All requests for survey work shall be directed through the City Engineering Inspector.

04. EMERGENCY SERVICE REQUIREMENTS
The Contractor shall provide, if requested, temporary fencing within forty-eight (48) hours from initial contact by the City.

05. CONTRACTOR'S RESPONSIBILITIES:

A. Contractor shall repair or correct any damage caused to underground and/or overhead utilities in the installation and/or repair of fencing, at no additional cost to the City.

B. Contractor shall repair or correct to the satisfaction of the City, any damage to City and/or private property as a result of fence installation and/or repairs, at no additional cost to the City. This includes, but is not limited to: repair to concrete sidewalks or medians.

C. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in a timely fashion at no additional cost to the City.

D. When removing fencing and not installing replacement fencing, the Contractor shall provide material and labor to backfill the excavation hole to a level even with surrounding grade lines. The Contractor shall be responsible to furnish additional fill if required.

E. Any fencing material either purchased damaged, or damaged during handling, transporting or installation by the Contractor, shall be replaced at the expense of the Contractor.

F. Contractor shall haul and dispose of any and all debris or fill developed as a result of removal, installation or repair under this contract, at no additional cost to the City.

PART III – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR CHAIN LINK FENCE

PART I GENERAL

01. DESCRIPTION
This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.

02. MATERIALS
FABRIC
The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A-392, Class 2.

BARBED WIRE
Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A-121, Class 3, chain link fence grade.

POSTS, RAILS AND BRACES
Posts, rails, and braces furnished for use in conjunction with zinc-coated, zinc-5%aluminum mischmetal alloy coated, or aluminum-coated steel fabric shall be of zinc-coated steel, zinc/polymer-coated steel, or zinc-5% aluminum mischmetal alloy coated steel framework. Those furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy.

Line posts, rails, and braces shall be one of the following:

- Galvanized steel pipe shall conform to the requirements of ASTM F 1083, or
- Roll-formed sections shall be fabricated from material meeting the requirements of ASTM A 570, Grade 45, and shall be galvanized in accordance with the requirements of ASTM F1043, Type A, or coated with zinc 5% aluminum mischmetal alloy in accordance with ASTM F 1043, Type C.

Post, rails, and braces shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B-117 as follows:

- Exterior: 1,000 hours with a maximum of 5% red rust.
- Interior: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Fed. Spec. RR-F-191/3.

GATES
Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under section POSTS, RAILS AND BRACES. The fabric shall be of the same type material as used in the fence.

WIRE TIES AND TENSION WIRES
Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A-824.

All material shall conform to Fed. Spec. RR-F-191/4.

MISCELLANEOUS FITTINGS AND HARDWARE
Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A-153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

CONCRETE
Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

MARKING
Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

03. CONSTRUCTION METHODS
CLEARING FENCE LINE
All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

INSTALLING POSTS
All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

Posts should be spaced not more than 10 feet apart and should be set a minimum of 36 inches in concrete footings. If the frost depth is greater than 36 inches, the posts should be set accordingly. The posts holes shall be in proper alignment so that there is a minimum of 3 inches of concrete on all sides of the posts.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the

posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

INSTALLING TOP RAILS
The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

INSTALLING BRACES
Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

INSTALLING FABRIC
The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches or less.

Openings below the fence may also be spanned with barbed wire fastened to stakes.

ELECTRICAL GROUNDS
Electrical grounds shall be constructed at 500-foot intervals. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

PART II METHOD OF MEASUREMENT

01. Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

PART III BASIS OF PAYMENT

01. Payment for chain-link fence will be made at the contract unit price per linear foot.

Payment for driveway or walkway gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

TECHNICAL SPECIFICATIONS FOR CHAIN-LINK CANTILEVER SLIDE GATES

PART I GENERAL

01. SECTION INCLUDES

This section shall consist of furnishing and erecting chain link cantilever slide gate(s) with all necessary accessories and hardware in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.

02. MATERIALS

FABRIC

The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A-392, Class 2.

BARBED WIRE

Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A-121, Class 3, chain link fence grade.

POSTS, RAILS AND BRACES

Posts, rails, and braces furnished for use in conjunction with zinc-coated, zinc-5% aluminum mischmetal alloy coated, or aluminum-coated steel fabric shall be of zinc-coated steel, zinc/polymer-coated steel, or zinc-5% aluminum mischmetal alloy coated steel framework. Those furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy.

Support and latch posts, rails, and braces shall be galvanized steel pipe conforming to the requirements of ASTM F-1083.

Post, rails, and braces shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B-117 as follows:

- Exterior: 1,000 hours with a maximum of 5% red rust.
- Interior: 650 hours with a maximum of 5% red rust.

CANTILEVER ROLLERS

Cantilever rollers are to be constructed of hot dipped galvanized steel and equipped with grease fittings. The cantilever rollers are to be 4" x 2.5" in size. Each roller shall be equipped with a cantilever roller cover that is of steel construction and epoxy coated.

GATE FRAME

Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under paragraph 162-2.3 of the CHAIN LINK FENCES specifications. The fabric shall be of the same type material as used in the fence.

WIRE TIES AND TENSION WIRES

Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A-824.

All material shall conform to Fed. Spec. RR-F-191/4.

MISCELLANEOUS FITTINGS AND HARDWARE
Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A-153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

CONCRETE
Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

MARKING
Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

PART II PRODUCTS

01. MANUFACTURER

A. Products from qualified manufacturers having a minimum of 3 years experience manufacturing internal roller cantilever slide gate will be acceptable by the Engineer as equal, if approved in writing, ten days prior to bidding, and if they meet all of the following specifications for design, size gauge of metal parts and fabrication.

B. Obtain gates, including accessories, fittings, and fastenings, from a single source.

02. CHAIN LINK CANTILEVER SLIDE GATES

A. Gate frames: Cantilever Slide Gate Frame shall conform to FDOT Index 453. Steel gate frame shall be fabricated prior to galvanizing, except that truss rods may be fabricated following frame galvanizing provided surfaces damaged during welding are galvanized in accordance with Section 24 of AASHTO M36; or, fabricated from pipe components with protective coating meeting the requirements of FDOT Index 452 that are tolerant of welding (low burn back), and a protective coating applied to the weld and damaged pipe surfaces that is equivalent to the protective coating of the fabricated pipe stock.

B.

Gate Opening	Gate Frame	Back Frame
14'	14'-3"	6'
16'	16'-3"	8'
20'	20'-3"	10'

C. Bracing: Provide diagonal adjustable length truss rods of 3/8" galvanized steel, in each panel of gate frame.

D. Gate hangers, latches, brackets, guide assemblies, and stops: Malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.

E. Top and Bottom guide wheel assemblies: Each assembly shall consist of two top and two bottom guide wheel assemblies, 4-inch diameter hot dipped galvanized steel wheels, straddling top and bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach top and bottom guide wheel assemblies to each support guidepost.

F. Support guideposts: Provide two support guideposts. Support posts are galvanized steel 4" OD schedule 40 pipe, ASTM F-1083, weighing 9.1 lb/ft.

G. Latch Post: Provide one latch post. Latch post is galvanized steel 3" OD schedule 40 pipe, ASTM F-1083, weighing 5.79 lb/ft.

1. Finish to match fence.

PART III EXECUTION

01. EXAMINATION

A. Verify areas to receive gate is completed to final grades and elevations.

B. Verify areas to assure sufficient space to receive gate in open position, (gate and overhang.)

C. Ensure property lines and legal boundaries of work are clearly established.

02. CHAIN LINK CANTILEVER SLIDE GATE FRAMING INSTALLATION

A. Install gateposts in accordance with manufacturers instructions.

B. Concrete set gateposts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 18", and depths approximately 6" (152 mm) inches deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 3'-6" below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

03. GATE INSTALLATION

A. Install gates plumb, level, and secure for full opening without interference.

B. Attach hardware by means that will prevent unauthorized removal.

C. Adjust hardware for smooth operation.

04. CLEANING

A. Clean up debris and unused material, and remove from the site.

PART IV METHOD OF MEASUREMENT

01. Chain link cantilevered slide gates will be measured as complete units installed.

PART V BASIS OF PAYMENT

01. Payment for chain link cantilevered slide gates will be made at the contract unit price for each slide gate installed.

The price shall be full compensation for furnishing all materials, and for preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

TECHNICAL SPECIFICATIONS FOR BOX FRAME CANTILEVER SLIDE GATES

PART I - GENERAL

01. SECTION INCLUDES

This section shall consist of furnishing all labor, materials, inspections, supervision, etc., necessary for the complete installation and operation of aluminum cantilever slide gate(s) as shown on the plans and specified herein and in conformity with the lines and grades shown on the plans or established by the Engineer.

02. MATERIALS

A. The specified gate shall be fabricated from 6061-T6 or 6063-T6 aluminum alloy extrusions.
   1) Gate frame primary members (top and bottom) shall be fabricated from a shaped cross section member with no less than 2" on a side wide, weighing no less than 0.97 lbs/ft., and welded at frame corners so as to form a rigid unit.
   2) A framework of square tubing connecting the opposing gate faces and maintaining them in proper suspension and tension shall accomplish the essential box frame format. Connecting members shall be consistent with manufacture's specifications.
   3) Frame shall be fabricated to form a rigid box construction constructed with the width between the frames not to exceed 24".
   4) Intermediate vertical members shall consist of square tubing at a spacing not to exceed the overall height of the box frame. Vertical members shall be consistent with manufacture's specifications.

B. Gate frames shall include diagonal cross-bracing of a minimum 3/16" diameter stainless steel aircraft cable installed in the vertical plane through the gate proper and the counterbalance to allow for upward or downward vertical cord adjustment throughout the gate, and to add further rigidity to the gate frame.

C. The gate frame shall be fabricated in modular sections or in single units depending on size constraints then shop or field assembled for the specified opening.

D. The gate frame shall have a separately extruded pair of enclosed tracks, of 6063-T6 or 6105-T5 aluminum alloy attached by factory welding. The tracks shall be constructed per standard manufacture's specifications.
   1) The tracks shall be affixed in parallel positions to the upper frame on opposing sides.

E. The gate frame shall be supported from within the twin tracks by four (4) self-aligning, swivel ball-and-socket type truck assemblies having rubber-sealed lubricant ball bearing wheels.
   1) The truck assembly wheels shall be 2" in diameter by 9/16" in width and have an extended dynamic load rating of 4,000 pounds each.
   2) Two side-rolling guide wheels affixed to each truck shall be provided to ensure alignment of the trucks within the tracks

F. A bottom guide assembly, consisting of a bracket to which one 3" to 3-1/2" diameter wheels shall be attached, shall be provided for each of the four gate erection posts. Bottom guide assemblies shall be attached to the posts and adjusted to maintain the gate in a plumb state by causing the gate to pass between the bottom guide wheel pairs.

G. Drive rail shall be extruded 6061-T6 aluminum not less than 1/8" thick.

H. A receiver latch/catch assembly with padlocking provisions shall be supplied.

I. Chain link fabric shall be woven with be a 9-gauge galvanized steel wire in a 2-inch mess and shall meet the requirements of ASTM-A-392, Class 2. Chain link fabric shall be

installed within the vertical and horizontal members by means of fabric clips, adding rigidity to the gate frame.

J. Barbed Wire shall be 2-stranded 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to requirements of ASTM A-392, Class 2.

K. Double support posts shall be 4" O.D. galvanized steel with concrete footings per plans.

L. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

03. SPECIAL WARRANTY

Provide manufacturer's limited warranty covering aluminum cantilever slide gate and accessories against failure resulting from normal use for period of 5 years from date of purchase. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.

PART II - PRODUCTS

01. QUALITY ASSURANCE

A. Manufacturer: Products from qualified manufacturer having a minimum of three (3) years experience manufacturing box-frame cantilever slide gates of this magnitude. The manufacturer shall provide certification of factory pre-hanging, adjustment, testing of gate, and results of draw-force testing as quality assurance that the gate shall be hung plumb and straight and could be actuated as designed and specified at the time of manufacture, and that the gate has been tested and found to comply with ASTM F1184.

1) Manufacturer shall provide certification of compliance with all applicable laws of domesticity.

2) Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.

B. Installer: The installer shall have a minimum of three (3) years installation experience of similar equipment.

C. Procure all necessary and usual inspections and certificates for all work to be installed. Deliver same to Owner/Owners representative before final acceptance.

PART III - EXECUTION

01. EXAMINATION

A. Verify areas to receive gate are completed to final grades and elevations.

B. Verify areas to assure sufficient space to receive gate in open position, (gate and overhang.)

C. Ensure property lines and legal boundaries of work are clearly established.

02. BOX FRAME CANTILEVER SLIDE GATE INSTALLATION

A. Install gate and gateposts in accordance with manufacturers instructions.

B. Concrete set gateposts: Drill holes in firm, undisturbed or compacted soil. Holes shall be in accordance with manufacture's specifications and depths approximately 6" inches deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

C. Excavate, place concrete and install four (4) 4"OD schedule 40 galvanized steel posts welded into sets, with a third post or double-post set of 4"OD to be installed for the gate stop. Secure posts in footings as detailed and in accordance with the appropriate drawings.
   1). Install hanger brackets and guide roller assemblies attach truck assemblies to hangers and make final adjustments to align gate with latch.
D. The gate and installation shall conform to ASTM F-1184 standards for aluminum cantilever slide gates, Type II, Class 2.
E. Install gates plumb, level, and secure for full opening without interference.
F. Attach hardware by means that will prevent unauthorized removal.
G. Adjust hardware for smooth operation.

03. FIELD QUALITY CONTROL
   A. Test gate in conjunction with operator through ten full cycles and adjust for operation without binding, scraping, or uneven motion.
   B. Test gate in various safety detection conditions to confirm loop detection and photo beam devices work as anticipated. Confirm with Airport Operations and Field Inspector that adequate safety test conditions have been met.

04. CLEANING
   Clean up debris and unused material, and remove from the site.

PART IV - METHOD OF MEASUREMENT
01. Aluminum cantilevered slide gates will be measured as complete units installed.

PART V - BASIS OF PAYMENT
01. Payment for aluminum cantilevered slide gates will be made at the contract unit price for each slide gate installed or repaired.

   The price shall be full compensation for furnishing all materials, and for preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

TECHNICAL SPECIFICATIONS FOR PVC COATED CHAIN LINK FENCE AND GATES

PART I- GENERAL

01. INCLUDED IN THIS SECTION
This section shall consist of furnishing all labor, equipment and materials and in performing all operations necessary for installing a Polyvinyl Coated (PVC) chain link fence and accessories in accordance with these specifications and details as indicated on drawing files.

02. QUALITY ASSURANCE
A. Chain link fencing shall be manufactured in accordance with the requirements of the Chain Link Fence Manufacturers Institute (CLFMI) Product Manual.

B. Fence manufacturer shall have at least three (3) years of experience in the manufacture of vinyl-coated steel chain link fencing. The fence fabric, posts, gates, and all hardware shall be manufactured and supplied by a single manufacturer, to insure compatibility of all the fence elements and to define a single source responsibility.

C. Installer shall have a minimum three (3) years installation experience of chain link fencing.

D. Procure all necessary and usual inspections and certificates for all work to be installed. Deliver same to Owner/Owner representative before final acceptance.

03. SUBMITTALS
A. Shop Drawings: Show fence layout, colors of PVC coated, post locations, gates, details illustrating fence height, gate width, size of posts, rails, braces, fittings, and hardware.

B. Product Data: Submit catalog cuts and manufacturer's detail specifications.

04. WARRANTY
A. Vinyl coated chain link fence systems shall be supplied with minimum ten (10) year factory warranty.

PART II-PRODUCTS

01. GENERAL
Dimensions indicated for pipe are outside dimensions, exclusive of coatings.

02. FENCE FABRIC
A. Fabric shall be PVC coated thermally fused and bonded to a primer which is thermally cured onto galvanized steel core wire conforming to ASTM F 668, Class 2. Minimum coating thickness shall be 0.007 in.

B. Fabric shall be woven into 2 in. mesh of 9-gauge galvanized wire core with a minimum breaking strength of 1,290 lbs./ft. in accordance with ASTM F 668, Class 2. Coated wire size shall be 8 gauge (0.165 in.). Other gauges may be required as noted on the plans.

C. Zinc for galvanized coating shall conform to ASTM b 6, galvanized by hot dipped method AISI Type 1, before vinyl coating; coating shall be smooth. Minimum weight of zinc coating shall be 1.2 oz. per sq. ft. (0.30 oz./ft.).

D. Polyvinyl chloride coating shall meet the following requirements:

1. Specific gravity shall be 1.30 maximum, tested in accordance with ASTM D 792.

2. Hardness shall be a minimum Durometer reading of A 95 in accordance with ASTM D 2240. Ultimate elongation shall be 275% in accordance with ASTM D 412.

3. Tensile strength shall have a test minimum of 3,300 p.s.i. in accordance with ASTM D 412.

4. Vinyl shall be a dense and impervious covering free of voids, having a smooth, lustrous surface without pinholes, bubbles, voids, or rough or blistered surface.

5. Fabric shall be knuckled at bottom selvage and twisted at top selvage.

E. Fence fabric color shall be black.

03. FENCE POSTS, RAILS, BRACES, GATES, HARDWARE, AND ACCESSORIES
Except for Barbed Wire and Tension Wire the steel requirements stated under ITEM F-162 (CHAIN LINK FENCES) apply for Rails, Posts, Braces, Gates, Hardware and Accessories also applies for the PVC coated chain link fence materials.

04. TENSION WIRE
PVC-Coated Tension Wire shall be manufactured in accordance with ASTM 1664, which requires a heavy-duty 7-gauge, 0.177-inch metallic coated core wire having a breaking strength of 1,950 lbf. The PVC coating shall be Class 2 fused and bonded to metallic-coated steel wire.

05. BARBED WIRE
PVC-Coated Barbed Wire shall be manufactured in accordance with ASTM F 1665 which requires 2 strands of 14-gauge, 0.08 inch metallic coated core wire with four-point 14-gauge, 0.08 inch zinc coated barbs. The PVC coating shall be Class 2 fused and bonded to metallic-coated steel wire.

06. WIRE TIES
WIRE TIES: 11-ga. Galvanized steel or 11 ga. Aluminum wire, to match fabric core material.

07. CONCRETE
The concrete shall be commercial grade with a minimum 28-day compressive strength of 3,0000 p.s.i..

08. MARKING
Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

PART III-EXECUTION

01. INSTALLATION

A. CLEARING FENCE LINE

All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

B. INSTALLING POSTS

All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

Posts should be spaced not more than 10 feet apart and should be set a minimum of 36 inches in concrete footings. If the frost depth is greater than 36 inches, the posts should be set accordingly. The posts holes shall be in proper alignment so that there is a minimum of 3 inches of concrete on all sides of the posts.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

C. INSTALLING TOP RAILS

The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

D. INSTALLING BRACES

Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

E. INSTALLING FABRIC

The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may

be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches or less.

Openings below the fence may also be spanned with barbed wire fastened to stakes.

F. ELECTRICAL GROUNDS
Electrical grounds shall be constructed at 500-foot intervals. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

G. TOUCH UP
1. Following installation, scratches and marred spots in galvanized surfaces shall be power wire brushed and painted with a cold-applied galvanized paint at a rate of 2 oz. zinc per sq. ft. of surface.
2. Following installation scratches and marred spots in vinyl-coated surfaces shall be field coated with a vinyl coating supplied by the fence manufacturer.

H. CLEANING
Clean up debris and unused material and remove from site.

PART IV - METHOD OF MEASUREMENT

01. PVC Coated Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

Gates will be measured as complete units.

PART V - BASIS OF PAYMENT

01. Payment for PVC coated chain-link fence will be made at the contract unit price per linear foot.

Payment for driveway or walkway gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

PART IV - MATERIAL REQUIREMENTS

ASTM A-121	Zinc-Coated (Galvanized) Steel Barbed Wire.
ASTM A-123	Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip.
ASTM A-153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
ASTM A-392	Zinc-Coated Steel Chain-Link Fence Fabric.
ASTM A-446	Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
ASTM A-491	Aluminum-Coated Steel Chain-Link Fence Fabric.
ASTM A-569	Steel, Carbon (0.15 Maximum, Percent), Hot Rolled Sheet and Strip Commercial Quality.
ASTM A-570	Hot-Rolled Carbon Steel Sheet and Strip Structural Quality.
ASTM A-572	High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality.
ASTM A-585	Aluminum-Coated Steel Barbed Wire.
ASTM A-824	Metallic-Coated Steel Marcelled Tension Wire for Use With Chain Link Fence.
ASTM B-117	Standard Test Method of Salt Spray (Fog) Testing.
ASTM B-221	Aluminum-Alloy Extruded Bars, Rods, Wire Shapes and Tubes.
ASTM F-668	Poly (vinyl Chloride)(PVC)-Coated Steel Chain-Link Fence.
ASTM F-1083	Pipe, Steel, Hot-Dipped Zinc-coated (galvanized) Welded, for Fence Structures.
ASTM F-1183	Aluminum Alloy Chain Link Fence Fabric.
ASTM F-1234	Protective Coatings on Steel Framework for Fences.
Fed. Spec. RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces).
Fed. Spec. RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories).

ATTACHMENT A

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

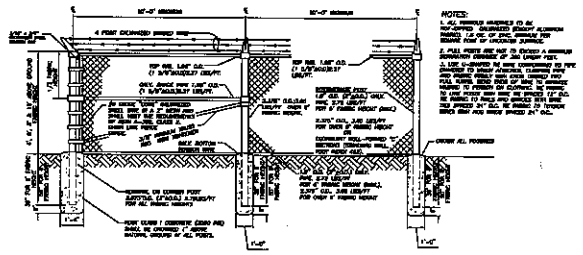
The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

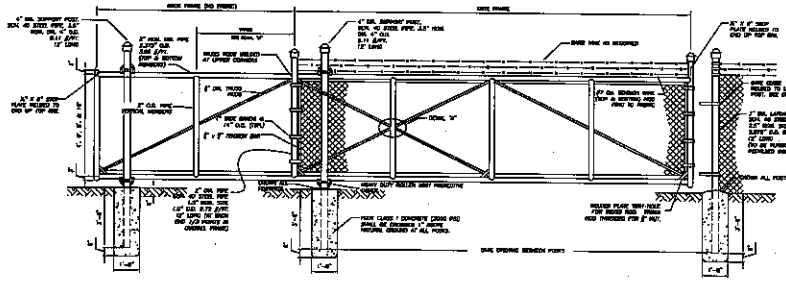
Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

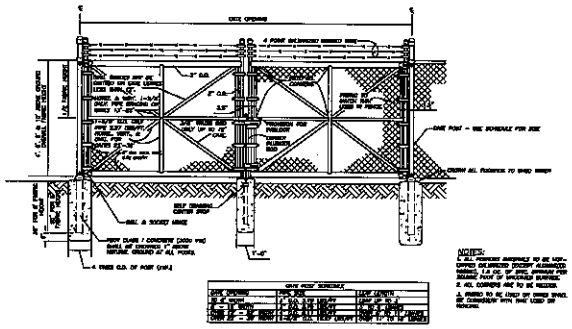
Date: _____



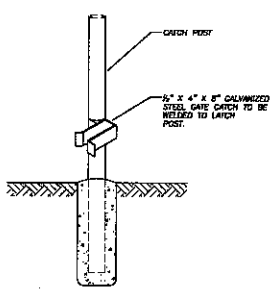
CHAIN LINK FENCE DETAIL



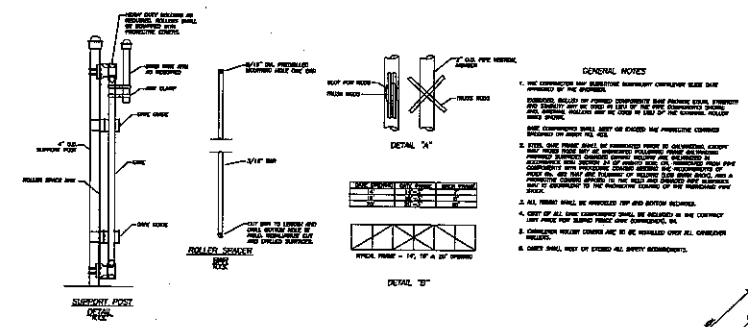
CANTILEVER SLIDE GATE DETAIL

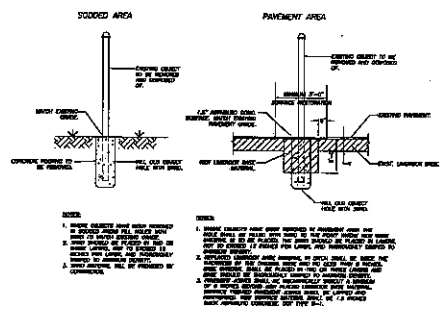


DOUBLE LEAF CHAIN LINK GATE DETAIL

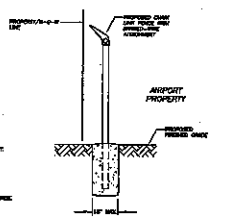


GATE GUIDE DETAIL

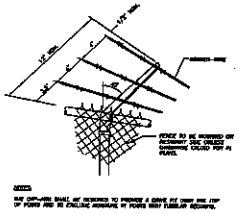




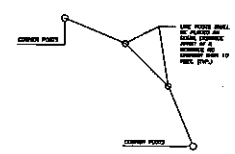
TYPICAL RESTORATION DETAILS



TYPICAL FENCE ALIGNMENT ADJACENT TO PROPERTY/R-O-W LINE



BARB WIRE ASSEMBLY



TYPICAL FENCE CIRCULAR CORNER LAYOUT

FINAL APPROVAL

FLA. REG. ENG. NO. 48268 KARIM RAHMANIGHAH

SCALE: N.T.S.

DATE: 12/27/05

FIELD BOOK: 0

DRAWN BY: A.C.

DESIGNED BY: S.N.

CHECKED BY: A.K.R.

CITY OF FORT LAUDERDALE

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

FORT LAUDERDALE, FLORIDA

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

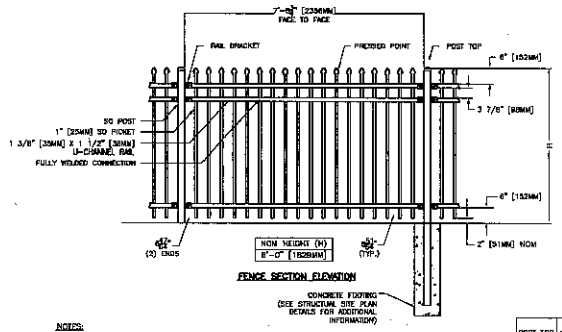
PROJECT #(SERV. CONT.) ANNUAL CHAIN-LINK & PICKET FENCE INSTALL & REPAIR SERVICE CONTRACT FENCE & GATE DETAILS

NO. OF SHEETS: 03

SHEET NO.: 01

CAD FILE NO. DETL1

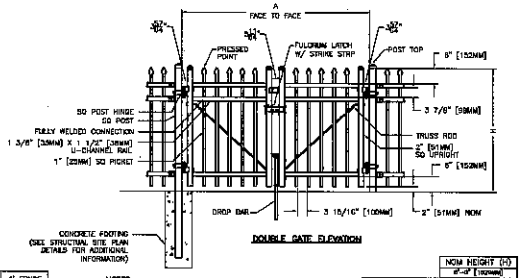
FILE NO. 04-129-40



NOTES:
1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. SEE SITE PLAN FOR FENCE LOCATION & HEIGHTS.
3. ALL PICKETS SHALL BE WELDED TO

STEEL PICKET FENCE
NOM 8' SECTION LENGTH – 1" PICKETS
SCALE: N.T.S.

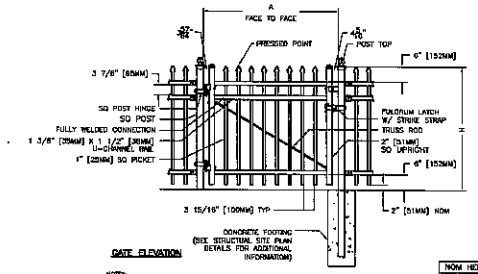
POST TOP	8' FENCE PICKET TOP	4' FENCE PICKET TOP
FLAT	POINTED TOP	FLAT TOP



NOTES:
1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. GATES SHALL BE MANUALLY OPERATED.
3. GATES SHALL HAVE 3 RAILS (TO MATCH FENCE).
4. SEE SITE PLAN FOR FENCE LOCATION & HEIGHTS.

NOM HEIGHT (H) 6'-0" [1829MM]	
ACTUAL OPEN'G (A)	NOM OPENING
8'-0 3/8" [2600MM]	8'-4" [2438MM]

STEEL PICKET DOUBLE SWING GATE
W/ STRAIGHT TOP & 1" PICKETS
SCALE: N.T.S.



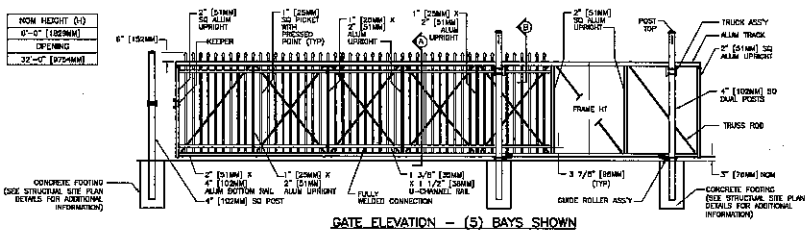
NOTES:
1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. GATES SHALL BE MANUALLY OPERATED.
3. GATES SHALL HAVE 3 RAILS (TO MATCH FENCE).
4. SEE SITE PLAN FOR FENCE LOCATION & HEIGHTS.

NOM HEIGHT (H) 6'-0" [1829MM]	
ACTUAL OPEN'G (A)	NOM OPENING
8'-4 3/8" [1920MM]	8'-0" [1829MM]

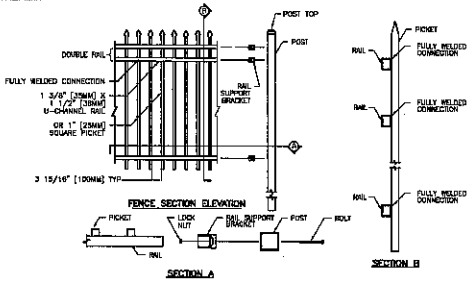
STEEL PICKET SINGLE SWING GATE
W/ STRAIGHT TOP & 1" PICKETS
SCALE: N.T.S.

GATE PLAN

NOM HEIGHT (H)
6'-0" [1829MM]
OPENING
32'-0" [9754MM]

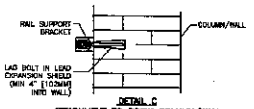


GATE ELEVATION – (5) BAYS SHOWN



NOTES:
1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. FACE TO FACE DIM FOR 8' [2438MM] SECTION: 7'-9 3/4" [2384MM].

STEEL PICKET FENCE
BASIC ASSEMBLY
SCALE: N.T.S.



DETAIL C
ATTACHMENT TO BRICK COLUMN/WALL

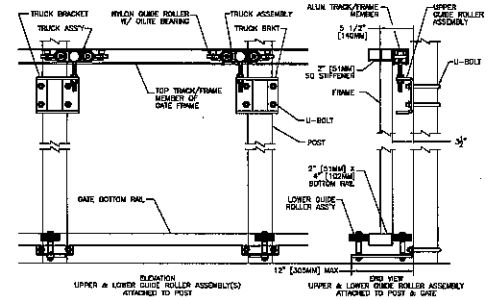
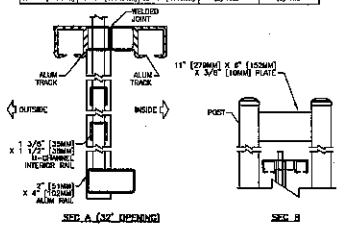


DIAGRAM FOR REFERENCE PURPOSES ONLY
CONTACT MANUFACTURER FOR DETAILED INFORMATION

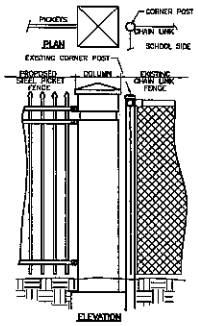
CANTILEVERED SLIDING GATE
DETAILS
SCALE: N.T.S.

OPENING	LENGTH (L)	GATE POSTS (G)	BAYS	OVERHANG
I/S POST FACE TO I/S POST FACE	O/S DIM OF GATE LEAF	O/S POST FACE TO O/S POST FACE	NUMBER OF BAYS WITH PICKETS	NUMBER OF BAYS W/O PICKETS
32'-0" [9754MM]	43'-9" [13345MM]	12'-0" [4108MM]	(5) FIVE	(2) TWO

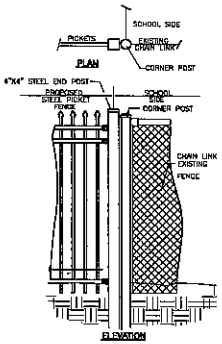


NOTES:
1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. ALL MATERIALS & ATTACHMENTS SHALL BE VERIFIED BY MANUFACTURER.
3. ALL WARRANTY SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

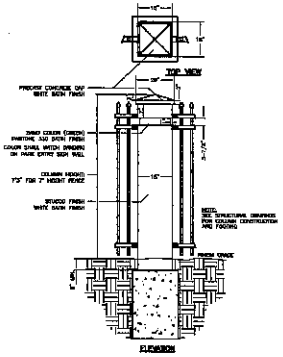
STEEL PICKET SINGLE CANTILEVERED SLIDING GATE
W/ 1" PICKETS
SCALE: N.T.S.



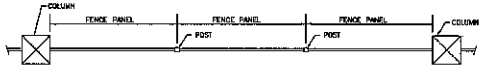
CONNECTION DETAIL
SCALE: N.T.S.



CONNECTION DETAIL
SCALE: N.T.S.



COLUMN DETAIL
STUCCO FINISH (TYP.)
SCALE: N.T.S.



STEEL PICKET PANEL LAYOUT
3 PANELS (TYP.)
SCALE: N.T.S.

NOTE:
(3) THREE FENCE PANELS SHALL BE INSTALLED BETWEEN COLUMNS AS LOCATED ON SITE PLAN UNLESS OTHERWISE STATED.

GENERAL FENCE NOTES:

1. MANUFACTURER SHALL BE: FENCE MASTERS INC. OR APPROVED EQUAL 3850 N.W. 54TH STREET MIAMI, FL 33142
2. CONTACT INFORMATION: (305)-635-7777
3. SEE SITE PLAN FOR ALL FENCE HEIGHTS AND LOCATIONS.
4. (3) THREE FENCE PANELS SHALL BE INSTALLED BETWEEN COLUMNS AS LOCATED ON SITE PLAN UNLESS OTHERWISE STATED.
5. CONTRACTOR SHALL STAKE ALL COLUMNS AND FENCE LOCATIONS PRIOR TO INSTALLATION FOR FINAL APPROVAL BY THE CITY OF FORT LAUDERDALE.
6. SEE STRUCTURAL SITE PLAN DETAILS FOR ADDITIONAL INFORMATION.
7. ALL MATERIALS & ATTACHMENTS DEVICES SHALL BE VERIFIED BY MANUFACTURER.

REVISIONS			
NO.	DATE	BY	CHK'D	DESCRIPTION

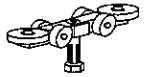
FINAL APPROVAL
FLA. REG. ENG. NO. 43265 KAMIL RAHAMATKHAN

DRAWN BY: A.C.
SCALE: N.T.S.
DESIGNED BY: S.N.
DATE: 12/27/03
CHECKED BY: A.K.R.
FIELD BOOK: 0

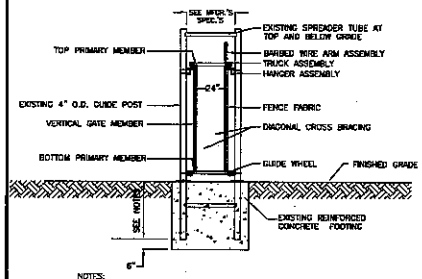
CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
FORT LAUDERDALE, FLORIDA

PROJECT #(SERV. CONT.) ANNUAL CHAIN-LINK & PICKET FENCE INSTALL & REPAIR SERVICE CONTRACT FENCE & GATE DETAILS

NO. OF SHEETS 03
SHEET NO.: 02
CAD FILE NO. DET.1
FILE NO. 04-129-40



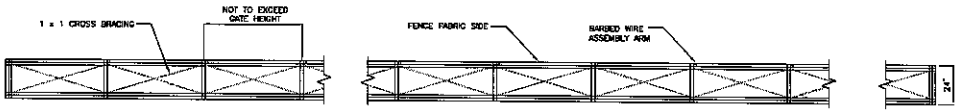
TRUCK ASSEMBLY
N.T.S.



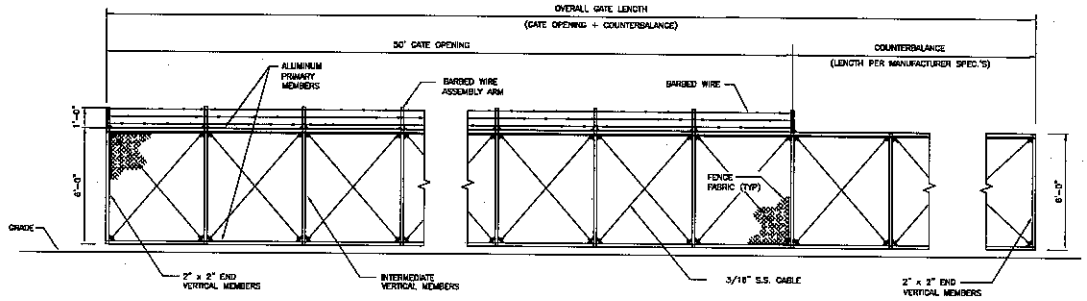
NOTES:

PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING SUBMITTAL, SIGNED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA, CONSISTING OF THE GATE SYSTEM DESIGN AND INSTALLATION.

END VIEW
(W/POST SETS) N.T.S.



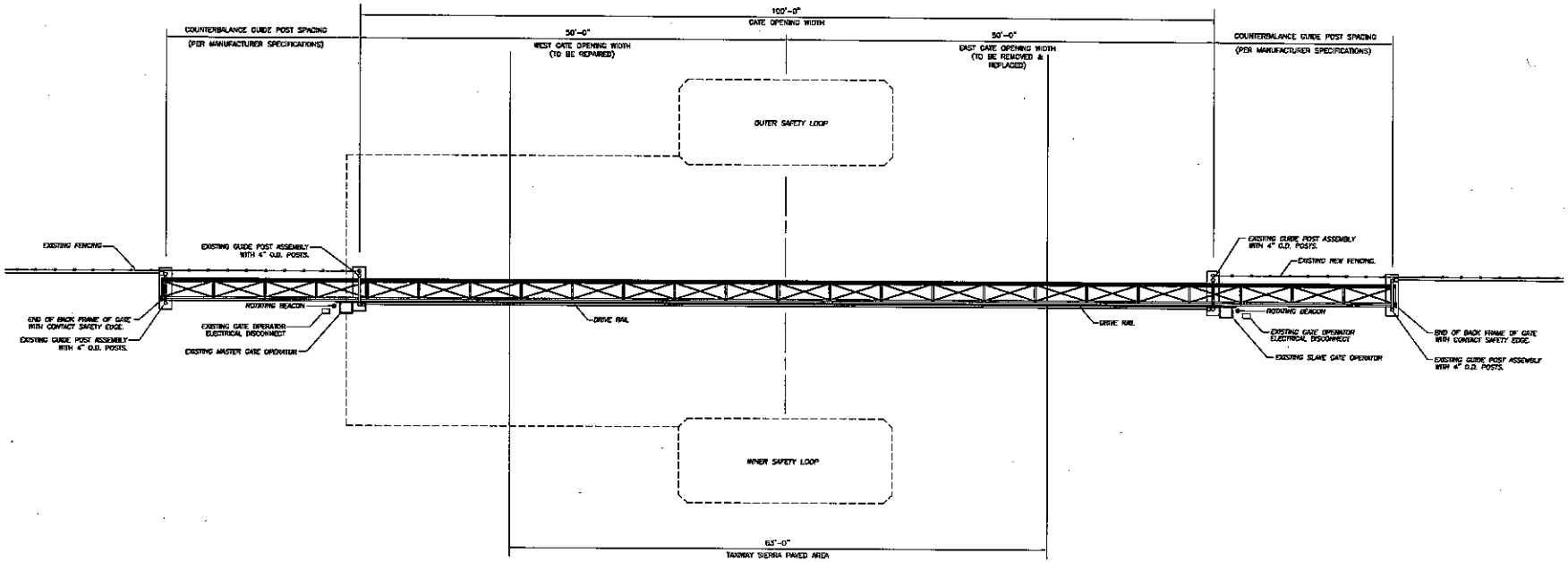
PLAN VIEW (GATE ONLY)
N.T.S.



ELEVATION VIEW (EAST GATE SHOWN)
(POST SETS NOT SHOWN FOR CLARITY) N.T.S.

NOTES

1. STANDARD FITTINGS ARE FOR 4" O.D. POSTS.
2. MOUNT HANGERS 4" BELOW FENCELINE. INSTALL TRUCKS IN HANGERS AND TIGHTEN LOCKNUTS. TRUCKS MUST BE LEVEL WITH EACH OTHER.
3. MOVE GATE TO FULLY CLOSED POSITION. PROP UP LATCH END TO MAKE GATE LEVEL. THEN TIGHTEN ALL CABLES SLOPING DOWN TOWARD THE LATCH END, STARTING AT THE HANGER POST END, UNTIL GATE LIFTS SLIGHTLY.
4. PLACE GATE IN FULLY OPENED POSITION AND PROP UP COUNTERBALANCE END UNTIL GATE IS LEVEL. TIGHTEN THE OPPOSING CABLES UNTIL THE GATE LIFTS SLIGHTLY.



PLAN VIEW OF AIRCRAFT GATE OPERATOR AND SAFETY REQUIREMENT DETAIL
N.T.S.

FINAL APPROVAL
F.A. REG. ENG. NO. 46265
WAEIM RAMAWAKSHI

DRAWN BY: A.C.	SCALE: N.T.S.	
DESIGNED BY: S.N.	DATE: 12/27/05	
CHECKED BY: A.K.R.	FIELD BOOK: 0	

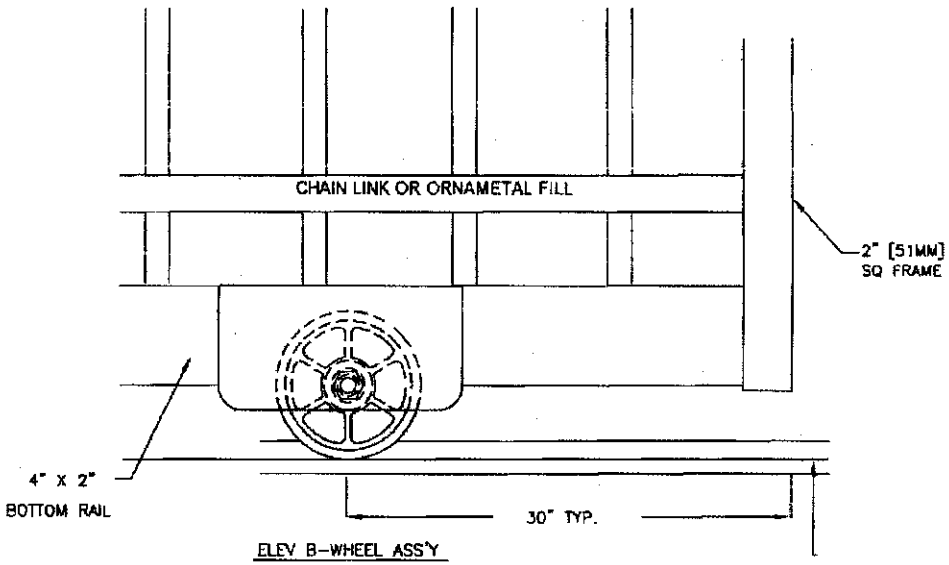
CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
FORT LAUDERDALE, FLORIDA

REVISIONS

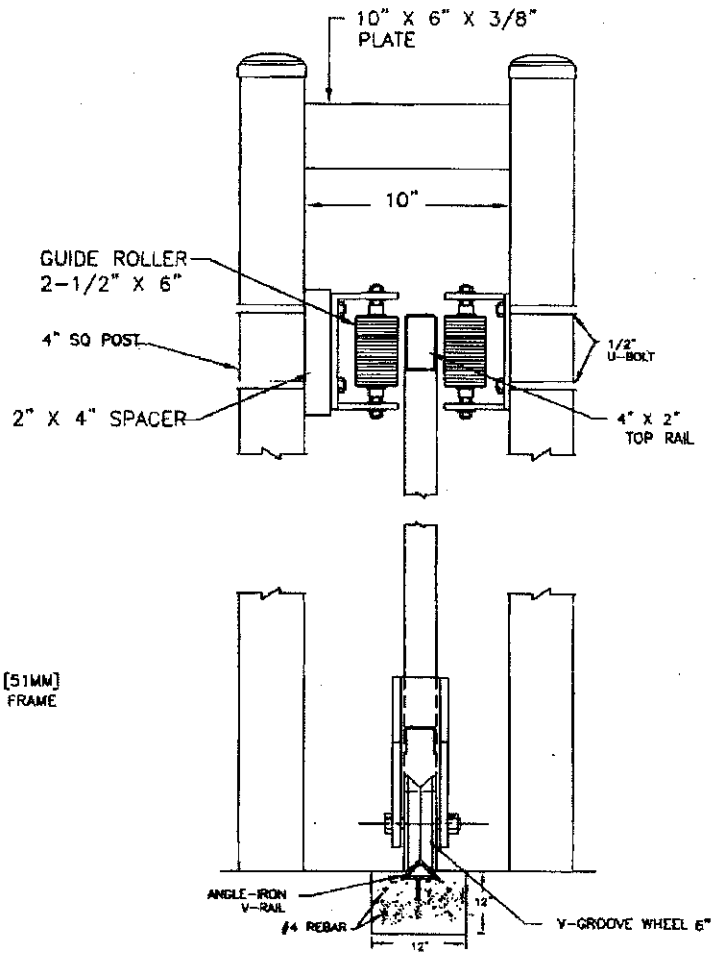
NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT #(SERV. CONT.)
ANNUAL CHAIN-LINK &
PICKET FENCE INSTALL &
REPAIR SERVICE CONTRACT
FENCE & GATE DETAILS

NO. OF SHEETS: 03
SHEET NO.: 03
CAD FILE NO. DETL1
FILE NO. 04-129-40



ELEV B-WHEEL ASS'Y



SECTION A

	ROLLING GATE	BY:	
		DATE:	SCALE:
	INDUSTRIAL	REV:	

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

2. Number of years experience the proposer has had in providing similar services:
Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____ _____
(Authorized signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☐ NO ☐

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

Question and Answers for Bid #532-11187 - Chain Link and Picket Fence, Annual Contract

OVERALL BID QUESTIONS

Question 1

Should all chain link fence and gates in the contract be provided with three strands of barbed wire? **(Submitted: Mar 11, 2013 2:09:38 PM EDT)**

Answer

- Yes, Refer to Line item 53. **(Answered: Mar 12, 2013 10:39:12 AM EDT)**

Question 2

You have provided a detail for a cantilever gate (sheet 01) required as called for on line item 01-48.
Item 01-15 thru 01-19 calls for "rolling gates", please define rolling gate and provide a detail as well if possible.
(Submitted: Mar 11, 2013 2:12:40 PM EDT)

Answer

- Detail for rolling gate has been added. **(Answered: Mar 12, 2013 1:59:47 PM EDT)**

Question 3

Regarding the decorative picket fence, sheet 02 provides details from Monumental Iron Works which is no longer in business, please confirm that fence from Ameristar Fence Products would be acceptable. **(Submitted: Mar 11, 2013 2:42:32 PM EDT)**

Answer

- City shall accept any manufacturer that meets or exceeds the specifications of the product specified in this bid. Bidder shall provide manufacturer's detail sheet(s) for evaluation purposes. **(Answered: Mar 11, 2013 3:26:01 PM EDT)**

EXHIBIT B

CONTRACT COPY

TROPIC FENCE, INC

Bid Contact **OVI MORALES**
TROPICFENCE.BIDS@BELLSOUTH.NET
Ph 954-978-1250
Fax 954-960-1432

Address **1864 NW 21 STREET**
POMPANO BEACH, FL 33069

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
532-11187--01-01	Removal / Disposal of Fence	**Supplier Product Code:**	**First Offer - $8.00**	1000 / linear foot	**$8,000.00**		Y
532-11187--01-02	Installation of 6' High Temporary Construction Fence	**Supplier Product Code:**	**First Offer - $6.00**	400 / linear foot	**$2,400.00**		Y
532-11187--01-03	4' High Chain Link Fence, Galvanized	**Supplier Product Code:**	**First Offer - $17.00**	200 / linear foot	**$3,400.00**		Y
532-11187--01-04	6' High Chain Link Fence, Galvanized	**Supplier Product Code:**	**First Offer - $23.00**	1000 / linear foot	**$23,000.00**		Y
532-11187--01-05	8' High Chain Link Fence, Galvanized	**Supplier Product Code:**	**First Offer - $26.00**	300 / linear foot	**$7,800.00**		Y
532-11187--01-06	10' High Chain Link Fence, Galvanized	**Supplier Product Code:**	**First Offer - $29.00**	300 / linear foot	**$8,700.00**		Y
532-11187--01-07	12' High Chain Link Fence, Galvanized	**Supplier Product Code:**	**First Offer - $36.00**	100 / linear foot	**$3,600.00**		Y
532-11187--01-08	20' High Chain Link Fence, Galvanized	**Supplier Product Code:**	**First Offer - $150.00**	100 / linear foot	**$15,000.00**		Y
532-11187--01-09	4' High Chain Link Fence, PVC Coated	**Supplier Product Code:**	**First Offer - $24.00**	400 / linear foot	**$9,600.00**		Y
532-11187--01-10	6' High Chain Link Fence, PVC Coated	**Supplier Product Code:**	**First Offer - $28.00**	1000 / linear foot	**$28,000.00**		Y
532-11187--01-11	8' High Chain Link Fence, PVC Coated	**Supplier Product Code:**	**First Offer - $30.00**	300 / linear foot	**$9,000.00**		Y
532-11187--01-12	10' High Chain Link Fence, PVC Coated	**Supplier Product Code:**	**First Offer - $36.00**	100 / linear foot	**$3,600.00**		Y
532-11187--01-13	20' High Chain Link Fence, PVC Coated	**Supplier Product Code:**	**First Offer - $180.00**	200 / linear foot	**$36,000.00**		Y
532-11187--01-14	30' High Chain Link Fence, PVC Coated	**Supplier Product Code:**	**First Offer - $300.00**	300 / linear foot	**$90,000.00**		Y
532-11187--01-15	6'H x (6' to 10') Wide Gate, Galvanized, Single Rolling	**Supplier Product Code:**	**First Offer - $956.00**	1 / each	**$956.00**		Y

532-11187--01-16	6'H x (11' to 20') Wide Gate, Galvanized, Single Rolling	**Supplier Product Code:**	**First Offer - $1,330.00**	1 / each	**$1,330.00**	**Y**
532-11187--01-17	8'H x (6' to 10') Wide Gate, Galvanized, Single Rolling	**Supplier Product Code:**	**First Offer - $1,035.00**	1 / each	**$1,035.00**	**Y**
532-11187--01-18	8'H x (11' to 20') Wide Gate, Galvanized, Single Rolling	**Supplier Product Code:**	**First Offer - $1,430.00**	1 / each	**$1,430.00**	**Y**
532-11187--01-19	6'H x (11' to 20') Wide Gate, PVC Coated, Single Rolling	**Supplier Product Code:**	**First Offer - $1,070.00**	1 / each	**$1,070.00**	**Y**
532-11187--01-20	8'H x (11' to 20') Wide Gate, PVC Coated, Single Rolling	**Supplier Product Code:**	**First Offer - $1,168.00**	1 / each	**$1,168.00**	**Y**
532-11187--01-21	4'H x 5'W Gate, Galvanized, Single Swing	**Supplier Product Code:**	**First Offer - $650.00**	1 / each	**$650.00**	**Y**
532-11187--01-22	6'H x 5'W Gate, Galvanized, Single Swing	**Supplier Product Code:**	**First Offer - $700.00**	1 / each	**$700.00**	**Y**
532-11187--01-23	6'H x (6' to 10') Wide Gate, Galvanized, Single Swing	**Supplier Product Code:**	**First Offer - $710.00**	1 / each	**$710.00**	**Y**
532-11187--01-24	8'H x 5'W Gate, Galvanized, Single Swing	**Supplier Product Code:**	**First Offer - $640.00**	1 / each	**$640.00**	**Y**
532-11187--01-25	8'H x (6' to 10') Wide Gate, Galvanized, Single Swing	**Supplier Product Code:**	**First Offer - $745.00**	1 / each	**$745.00**	**Y**
532-11187--01-26	10'H x 5'W Gate, Galvanized, Single Swing	**Supplier Product Code:**	**First Offer - $725.00**	1 / each	**$725.00**	**Y**
532-11187--01-27	10'H x (6' to 10') Wide Gate, Galvanized, Single Swing	**Supplier Product Code:**	**First Offer - $875.00**	1 / each	**$875.00**	**Y**
532-11187--01-28	4'H x 5'W Gate, PVC Coated, Single Swing	**Supplier Product Code:**	**First Offer - $650.00**	1 / each	**$650.00**	**Y**
532-11187--01-29	6'H x 5'W Gate, PVC Coated, Single Swing	**Supplier Product Code:**	**First Offer - $710.00**	1 / each	**$710.00**	**Y**
532-11187--01-30	6'H x (6' to 10') Wide Gate, PVC Coated, Single Swing	**Supplier Product Code:**	**First Offer - $810.00**	1 / each	**$810.00**	**Y**
532-11187--01-31	8'H x 5'W Gate, PVC Coated, Single	**Supplier Product**	**First Offer - $765.00**	1 / each	**$765.00**	**Y**

	Swing	**Code:**				
532-11187--01-32	8'H x (6' to 10') Wide Gate, PVC Coated, Single Swing	**Supplier Product Code:**	**First Offer - $892.00**	1 / each	**$892.00**	**Y**
532-11187--01-33	10'H x 5'W Gate, PVC Coated, Single Swing	**Supplier Product Code:**	**First Offer - $835.00**	1 / each	**$835.00**	**Y**
532-11187--01-34	10'H x (6' to 10') Wide Gate, PVC Coated, Single Swing	**Supplier Product Code:**	**First Offer - $1,060.00**	1 / each	**$1,060.00**	**Y**
532-11187--01-35	6'H x (6' to 10')W Gate, Galvanized, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $910.00**	1 / each	**$910.00**	**Y**
532-11187--01-36	6'H x (11' to 20') Wide Gate, Galvanized, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,160.00**	1 / each	**$1,160.00**	**Y**
532-11187--01-37	8'H x (6' to 10') Wide Gate, Galvanized, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $970.00**	1 / each	**$970.00**	**Y**
532-11187--01-38	8'H x (11' to 20') Wide Gate, Galvanized, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,240.00**	1 / each	**$1,240.00**	**Y**
532-11187--01-39	10'H x 5'W Gate, Galvanized, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $775.00**	1 / each	**$775.00**	**Y**
532-11187--01-40	10'H x (6' to 10') Wide Gate, Galvanized, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,098.00**	1 / each	**$1,098.00**	**Y**
532-11187--01-41	10'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,387.00**	1 / each	**$1,387.00**	**Y**
532-11187--01-42	6'H x (6' to 10') Wide Gate, PVC Coated, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,035.00**	1 / each	**$1,035.00**	**Y**
532-11187--01-43	6'H x (11' to 20') Wide Gate, PVC Coated, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,290.00**	1 / each	**$1,290.00**	**Y**
532-11187--01-44	8'H x (6' to 10') Wide Gate, PVC Coated, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,115.00**	1 / each	**$1,115.00**	**Y**
532-11187--01-45	8'H x (11' to 20') Wide Gate, PVC Coated, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,445.00**	1 / each	**$1,445.00**	**Y**
532-11187--01-46	10'H x (6' to 10') Wide Gate, PVC	**Supplier Product**	**First Offer - $1,270.00**	1 / each	**$1,270.00**	**Y**

	Coated, Double Leaf Swing	**Code:**				
532-11187--01-47	10'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing	**Supplier Product Code:**	**First Offer - $1,720.00**	1 / each	**$1,720.00**	**Y**
532-11187--01-48	6' high x 16' wide cantilevered slide gate	**Supplier Product Code:**	**First Offer - $1,925.00**	1 / each	**$1,925.00**	**Y**
532-11187--01-49	6'H Picket Fence	**Supplier Product Code:**	**First Offer - $65.00**	240 / linear foot	**$15,600.00**	**Y**
532-11187--01-50	6'H Single side Rolling Picket Gate	**Supplier Product Code:**	**First Offer - $225.00**	240 / linear foot	**$54,000.00**	**Y**
532-11187--01-51	62' long x 15½' wide x 12' high Batting Cages	**Supplier Product Code:**	**First Offer - $12,000.00**	3 / each	**$36,000.00**	**Y**
532-11187--01-52	75' long x 15½' wide x 12' high Batting Cages	**Supplier Product Code:**	**First Offer - $14,000.00**	3 / each	**$42,000.00**	**Y**
532-11187--01-53	Barbwire	**Supplier Product Code:**	**First Offer - $3.00**	750 / linear foot	**$2,250.00**	**Y**
532-11187--01-54	Bottom fence rail	**Supplier Product Code:**	**First Offer - $2.75**	500 / linear foot	**$1,375.00**	**Y**
532-11187--01-55	Bottom Tension Wire, Galvanized, 7 gauge	**Supplier Product Code:**	**First Offer - $1.50**	750 / linear foot	**$1,125.00**	**Y**
532-11187--01-56	Bottom Tension Wire, PVC Coated, 7 gauge	**Supplier Product Code:**	**First Offer - $1.75**	750 / linear foot	**$1,312.50**	**Y**
532-11187--01-57	Install and substitute 4" posts	**Supplier Product Code:**	**First Offer - $75.00**	20 / each	**$1,500.00**	**Y**
532-11187--01-58	Substitute Bottom Tension Wire with Flat Galvanized Bottom Rail	**Supplier Product Code:**	**First Offer - $7.50**	500 / linear foot	**$3,750.00**	**Y**
532-11187--01-59	Adjust, straighten, tighten, and/or repair existing rail...	**Supplier Product Code:**	**First Offer - $4.00**	700 / linear foot	**$2,800.00**	**Y**
532-11187--01-60	Forman for fence construction /repair - For additional jobs not indicated	**Supplier Product Code:**	**First Offer - $55.00**	100 / hour	**$5,500.00**	**Y**
532-11187--01-61	Laborer for fence construction / repairs - For additional jobs not indicated	**Supplier Product Code:**	**First Offer - $25.00**	100 / hour	**$2,500.00**	**Y**
532-11187--01-62	Formans helper	**Supplier Product Code:**	**First Offer - $45.00**	1 / hour	**$45.00**	**Y**

532-11187--01-63	Reimbursement for cost-plus purchase materials.	**Supplier Product Code:**	**First Offer -**	**20.00%**	1 / each	**20.00%**	**Y**

Supplier Total **$452,953.50**

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

532-11187

Chain Link and Picket Fence, Annual Contract

CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:**PALM BEACH COUNTY**
Address:**12751 HAGEN RANCH ROAD BOYNTON BEACH FL 33437**
Contact Name:**MIKE RAWLS**
Telephone: **561 801-2349**

Company Name:**SCHOOL BOARD OF BROWARD COUNTY**
Address:**3810 NW 10TH AVENUE FORT LAUDERDALE, FL 33309**
Contact Name:**THOMAS DRAGNER**
Telephone: **754 321-4301**

Company Name:**HEWETT-KIER CONSTRUCTION**
Address:**3451 NW 14 AVENUE POMPANO BEACH, FL 333069**
Contact Name:**JAMES HEWETT**
Telephone: **954 946-4224**

2. Number of years experience the proposer has had in providing similar services:
27 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?
NO

4. List appropriate licenses as issued by Broward County.
CERTIFICATE OF COMPETENCY 84-3654-F-X
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT 189-4516
BROWARD COUNTY CBE CERTIFICATE

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
WE HAVE 15 STAFF EMPLOYEES AND 3 SUPERVISORS. IF NECESSARY WE HAVE ACCESS TO 6 SUBCONTRACTORS WITH 4 TO 6 EMPLOYEES EACH.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.
WE HAVE A D & B RATING OF 2A1. WE HAVE BOTH A CHECKING ACCOUNT AND A MONEY MARKET ACCOUNT. OUR REVIEWED BALANCE SHEET DATED 12/31/2012 SHOWS CURRENT ASSETS OF OVER 1 MILLION DOLLARS INCLUDING OVER $170,000.00 CASH AND $715,000.00 OF ACCOUNT RECEIVABLES.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf.

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
NONE	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **STEVE NESPOLI** **03/14/2013**

(Authorized signature) (date)

Name (printed) **STEVE NESPOLI**Title:**VICE PRESIDENT**

Lynn

Company: (Legal Registration) **TROPIC FENCE INC**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: **1864 NW 21 STREET**

City: **POMPANO BEACH**State:**FL** Zip: **33069**

Telephone No. **954 978-1250**FAX No. **+54 960-1432**Email: **TROPICFENCE@BELLSOUTH.NET**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **STANDARD FENCE 14 DAYS, ORNAMENTAL ITEMS 4 -6 WEEKS**

Payment Terms (section 1.04): **NET 30**Total Bid Discount (section 1.05): **0**

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☑

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
1	**03/12/2013**
2	**03/14/2013**

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☑ NO ☐

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **NONE**

revised 11-29-11