



DEPARTMENT OF
MILITARY AFFAIRS

**Invitation to Bid
Perimeter Security Fencing
Homestead**

Contact Information

John D. Connor, Purchasing Director

John.D.Connor2.nfg@mail.mil (904) 823-0241

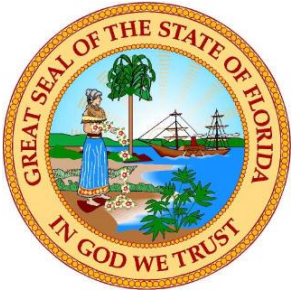
Erin Lewis, Procurement Analyst

Rannah.E.Lewis.nfg@mail.mil (904) 823-0403

82 Marine Street

St. Augustine, FL 32084

Fax No. (904) 823-0153



**Attachment H
Notice of Intent to Attend
Site Visit**

Perimeter Security Fencing

Potential proposers/bidders are requested to notify our office by returning this Form no later than the date specified on the schedule of events. Complete the information below and fax this sheet only to the Department of Military Affairs at (904) 823-0153, email to Rannah.E.Lewis.nfg@mail.mil or mail to **Department of Military Affairs, State Quartermaster – P&C, P.O. Box 1008 St. Augustine, Florida 32085**

Completion/Submission of this form is for informational purposes only. No information will be provided as a result of submission.

The Site Visits will be held in accordance with the below schedule:

Site – Address	Time Period	Date
Homestead Readiness CTR Bldg. 756, Schweinfurt Rd. Homestead, FL 33092	9:00-11:00 AM	October 18, 2018

Note: This is not a mandatory site visit, but vendors that have not taken the opportunity to visit the site previously (Solicitation DMA-ITB-223, which was cancelled), are encouraged to do so.

Company Name _____

Authorized Company Representative: _____

Mailing Address _____

Telephone No. _____ **Fax No.** _____

Email Address _____

CALENDAR OF EVENTS

The following time schedule will be strictly adhered to in all actions relative to the ITB, unless modified by the Department by addendum to this ITB.

Date	Time	Action	Location
October 9, 2018	C.O.B.	Release of Solicitation	MyFlorida.com web site, Vendor Bid System
October 18, 2018	9:00 -11:00 AM	Site Visits – Facility will be opened for Access	Homestead Readiness CTR Bldg. 756, Schweinfurt Rd. Homestead, FL. 33092
October 25, 2018	2:00 PM	Final date and time for written question submission. Questions may be submitted earlier.	Send to: John.D.Connor2.nfg@mail.mil and Rannah.E.Lewis.nfg@mail.mil or fax to (904) 823-0153
On or About October 26, 2018	C.O.B.	Anticipated date that questions and response will be posted on the vendor bid system.	MyFlorida.com web site, Vendor Bid System
On or About October 26, 2018	C.O.B.	Anticipated date that solicitation amendment may be posted as a result of questions submissions, omissions, changes or clarifications.	MyFlorida.com web site, Vendor Bid System
November 14, 2018	2:00 PM	All Proposals/Bids Due - Proposal/Bid Opening	Dept. of Military Affairs 82 Marine Street, SQM P & C Saint Augustine, Florida 32084
On or About November 16, 2018	C.O.B.	Anticipated Date of Posting Bid Tab & Notice of Intended Award	MyFlorida.com web site, Vendor Bid System

C.O.B –By Close of Business, **All times are Eastern Time, unless otherwise stated.**

*Bold Print Public Meetings

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1.0 Invitation and General Information:

1.1 Invitation: The objective of this solicitation is to award one contract for the purchase and installation of perimeter fencing for the Homestead Readiness Center based on funding availability. Refer to Exhibit I - Aerial Map and site specific description and Exhibit II - specification diagrams.

Vendors submitting a proposal/bid must be registered in MyFloridaMarketPlace prior to contract award. (see **NEW REGISTRATION REQUIRED FOR FLORIDA VENDORS** section, 4.1). A vendor shall not be considered for an award if not registered in MyFloridaMarketPlace.

1.2 Purchasing Director: The Purchasing Director, acting on the behalf of the Department of Military Affairs, is the sole point of contact (exception of question submissions regarding the solicitation prior to award) with regard to all procurement matters relating to the ITB, from the date of release until the Department's Notice of Agency Decision.

John Connor, Purchasing Director
Department of Military Affairs
State Quartermaster – P&C
P. O. Box 1008
St. Augustine, Florida 32085-1008
Telephone No. (904) 823-0241 Fax No. (904) 823-0153
Email: John.D.Connor2.nfg@mail.mil

Alternate Physical Address: Department of Military Affairs, State Quartermaster,
82 Marine Street, St Augustine, Florida 32084

1.3 Contract Administrator and Contract Manager: The DMA employee identified below is designated as Contract Administrator and shall act on behalf of the Department of Military Affairs for contractual matters and is responsible for maintaining the contract file, certifying invoices and financial information, final acceptance of all deliverables and serves as a liaison with the Project Managers.

Erin Lewis, Procurement Analyst, CPPB
Department of Military Affairs
State Quartermaster – P&C
82 Marine Street
St. Augustine, Florida 32084
Telephone No. (904) 823-0403 Fax No. (904) 823-0153
Email: Rannah.E.Lewis.nfg@mail.mil

1.4 Project Manager: The DMA employees identified below are designated as Project Managers and shall act on behalf of the Department of Military Affairs. The Project Managers are responsible for enforcing performance of the contract terms and conditions and serves as a liaison with the vendor **after** the Notice of Agency Decision has been completed and the Contracts are executed.

LTC Sam Sargeant
Department of Military Affairs
2305 State Road 207
Saint Augustine, Florida 32086
Telephone No. (904) 823-0147
Email: John.S.Sargeant.mil@mail.mil

2.0 General Conditions: General Instructions to Respondents (PUR1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return the document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2934/12120>

Exception: Item 3- DMA does not currently accept Electronic Submission of Responses.

Exception: Item 5 - Refer to Section 4.3

3.0 General Conditions: General Contract Conditions (PUR 1000)

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2933/11777>

4.0 Special Conditions

4.1 MyFloridaMarketPlace

Since July 1, 2003, the Department has used the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY DATE OF CONTRACT AWARD OR THEY WILL BE CONSIDERED NON-RESPONSIVE. All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

4.2 Minority Business Enterprise (MBE) Utilization

DMA encourages the recruitment and utilization of certified and non-certified minority businesses. DMA, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the DMA in a nondiscriminatory environment.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us.

4.3 Communications, Bid Questions and Answers

No negotiations, decisions or actions shall be initiated or executed by a vendor as a result of any discussion with any State employee. Only those communications that are in writing from the office of Purchasing & Contracts may be considered as duly authorized expressions on behalf of this Department. The only recognized exception is that questions will be answered during Mandatory Site Visits or Briefings.

Any questions arising from this ITB must be forwarded, in writing, to the procurement official designated in Sections 1.2 or 1.3 above. DMA's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid/proposal.

Only written inquiries from vendors, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the vendor.

4.4 Estimated Expenditures

It is anticipated that DMA will expend approximately \$350,000.00 as a result of this solicitation. This estimated figure is given only as a guideline for preparing your bid/proposal and should not be construed as representing actual contract pricing. Individual orders/contracts may be awarded based on funding availability and priority sequence. Contract award is contingent upon availability of funds.

4.5 Qualifications

4.5.1 General: The Vendor must prove to the satisfaction of DMA that their company has actively and normally been engaged in business for the services/items being procured under this solicitation for at least three (3) years of continuous operation. **(This shall be demonstrated through references which have been in place at least one (1) continuous year).** The Bidder shall have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation. Complete and submit Attachment D.

4.5.2 Bidder Qualifications: When submitting the bid, each bidder must submit a written statement, detailing their qualifications that demonstrate they meet the minimum qualifications contained in 4.5.1. (Attachment D). Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

4.5.3 Authorized to do Business in the State of Florida: In accordance with sections 607.1501, 608.501, and 620.169, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

4.5.4 License to conduct services in the State of Florida: If the services being provided require that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

4.6 Department Reservations and Responsiveness of Bids

4.6.1 Valid Proposal: A responsive offer in full compliance with the Invitation to Bid specifications and conditions by a responsible person or firm. The responsiveness of a bid/proposal shall be determined based on the documents submitted with the proposal. Vendors shall submit the original and two (2) copies of the bid/proposal. The responsiveness of the bid/proposal is the responsibility of the Offeror and will be determined during the evaluation process.

- a. Responsive offer means a person or firm that has submitted a bid/proposal and conforms in all material respects to the Invitation to Bid.
- b. Responsible or qualified Offeror means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a bid/proposal requiring information may be cause for such bid/proposal to be rejected.

4.6.2 General: DMA reserves the right to accept or reject any or all bids/proposals received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of DMA's official file, without obligation to DMA.

4.6.3 Responsiveness of Bids: Proposals/bids will not be considered if not received by DMA on or before the date and time specified as the due date for submission. All proposals/bids must be

typed or printed in ink. Offers by facsimile or telephone are not acceptable. A responsive proposal/bid is an offer to perform the scope of services called for in this ITB in accordance with all requirements of this ITB. Proposals/bids found to be non-responsive will not be considered. Proposals/bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal/bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. All bid/proposal prices shown on the price sheets submitted are final and mistakes will be at proposer/bidder's risk.

4.6.4 BID SECURITY: Bids/Proposals in total excess of \$100,000.00, the bidder must provide with bid, a good faith deposit in the amount of 5% of the bid by way of a bid bond from a surety insurer authorized to do business in the STATE OF FLORIDA as surety or a certified check or cashier's check accompanying the bid.

4.6.5 Other Conditions: Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

4.7 Vendor's Contractual Obligations

The Vendor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on this contract, will be subject to, and comply with, the contractual requirements.

4.7.1 Employment Eligibility Verification: Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185222128150.shtm

Compliance with the requirements of this section is required prior to commencing performance under any Contract issued as a result of this solicitation.

4.7.2 Unauthorized Aliens: The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

4.7.3 Vendor Certification Regarding Scrutinized Companies: Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List. Both lists are created pursuant to section 215.473 Florida Statutes. The lists are updated quarterly and can be viewed at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3351/Default.aspx>.

4.7.4 Liability Insurance: The Vendor shall not commence any work until they have obtained the following types of insurance. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Military Affairs, Procurement Office, Attention: Erin Lewis, 82 Marine Street, St. Augustine, Florida 32084** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$100,000.00 each occurrence, for the services to be rendered in accordance with this contract.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to DMA.

DMA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

4.7.5 Preferred Price: The Vendor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Vendor is in compliance with the preferred pricing provision of Section 4(b) of form PUR 1000.

4.8 Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this solicitation. However, any pre-existing software, or other work of authorship used by the

Vendor, to create a deliverable but which exists as a work independently of the deliverable, shall remain the property of the Vendor.

4.9 Copyrighted Materials

Copyrighted material will be accepted as part of a proposal/bid only if accompanied by a waiver that will allow DMA to make paper and electronic copies necessary for the use of DMA staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

4.10 Costs Incurred in Responding

This Invitation to Bid does not commit the Department or any other public agency to pay any costs incurred by the bidder in the submission of a bid or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

4.11 Bid Submission

4.11.1 General: Sealed Proposals/bids will be received until (2:00 PM), local time, on November 14, 2018. **Proposals/bids received after that time and date will not be considered.** By submitting a proposal/bid, the bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided. The bidder must use the attached "Bid Sheet" to submit their Proposal/bid. All proposals/bids and associated forms must be signed and dated in ink by a duly authorized representative of the bidder. Each bidder must fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. Bidder shall submit the original and two (2) copies of the bid/proposal. The ITB number, opening date and time should appear on the envelope of the proposal/bid. **DMA does not currently accept electronic submissions.**

4.11.2 Mail or Deliver Proposals/Bids to: (DO NOT FAX)

Florida Department of Military Affairs
SQM, Purchasing & Contracts
82 Marine Street
St. Augustine, Florida 32084
Attention: Erin Lewis

4.11.3 Modifications, Re-submittal and Withdrawal: Bidders may modify submitted proposals/bids at any time prior to the due date. Requests for modification of a submitted proposal/bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire proposal/bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified proposal/bid.

4.11.4 Attachment to ITB Submittal – Confidential Material: The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DMA-ITB - 227- Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Bidder upon submission, effective after opening.

4.12 Bid Opening

The sealed bids will be opened by the DMA's Procurement Office personnel at 82 Marine Street, St. Augustine, Florida 32084 on November 14, 2018 at 2:00 PM. All bid openings are open to the public, if you plan on attending the opening, please plan accordingly as parking is limited.

4.13 Identical Evaluation (Tied Score) of Responses

In the event the evaluation/bid process results in identical scores, DMA will select a respondent based on the criteria identified in Rule 60A-1.011 F.A.C. and applicable Florida Law.

4.14 Posting of Intended Award

4.14.1 General: DMA's decision will be posted on the Florida Vendor Bid System at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on November 16, 2018 and will remain posted for a period of seventy two (72) hours. Any bidder who is adversely affected by the DMA's recommended award or intended decision must file protest in accordance with Florida Statute Section 120.57(3).

4.14.2 Inability to Post: If DMA is unable to post as defined above, DMA will notify all bidders by electronic notification on the Florida Vendor Bid System, by mail, and/or by fax.

4.14.3 Request to Withdraw Bid: Requests for withdrawal will be considered if received by DMA, in writing, within seventy two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

4.15 Award of the Contract

Services will be authorized to begin when the Vendor receives a written document incorporating the terms and conditions of the solicitation, the vendor's proposal/bid indicating the encumbrance of funds, award of the contract and submission of Performance Bond and Insurance certifications. Contract award is contingent upon funding availability.

5.0 Statement of Work

The objective of this solicitation is to award one contract for the purchase and installation of perimeter fencing for the Homestead Readiness Center. Refer to Exhibit I - Aerial Map and site specific description and Exhibit II -specification diagrams.

This requirement is being issued concurrently with seven other solicitations for fencing requirements located throughout the State of Florida. DMA reserves the right to stagger, delay or delete installations based on funding availability and established priority lists. (Current Priority List: 1-Homestead, FL-Southern Region; 2-Brooksville, FL – West Central Region; 3-Brooksville, FL- Northern Region; 4-Titusville, FL – East Central Region; 5-Tavares, FL – West Central Region; 6-Marianna, FL-Panhandle; 7-Crystal River, FL–W Central Region and 8-Deland, FL-East Central Region.) This priority list is subject to change based on actual bids received, funds available, and/or unforeseeable conditions or issues.

5.1 Introduction

The Contractor shall furnish labor, materials, equipment, miscellaneous items as may be necessary to clear impeding vegetation, remove identified old fencing, to obtain required permits and/or licenses required for the complete project and to install a new fencing w/access gates in accordance with the minimum requirements of this Statement of Work.

5.2 Scope of Work

The contractor shall be responsible for the boundary fence per the specifications contained herein. Refer to Exhibit I - Aerial Map and site specific description and Exhibit II -specification diagrams.

5.2.1 General Specifications: The Contractor will be responsible for knowing and complying with federal, state, and local laws pertaining to the project activities, especially concerning licenses and permitting requirements.

- A. It shall be the responsibility of the Contractor to obtain any/all permits or licenses that may apply to the job(s) at no additional cost to DMA.
- B. The Contractor shall be responsible for contacting all utility owners to request that the responsible parties mark their underground utilities or facilities.
- C. Contractor shall be responsible for clearing all vegetation at a maximum of eight inches (8") or less in diameter when measured at 4 feet (4') in height from soil in the area immediately adjacent to the fence and a maximum of 8 feet (8') from fence structure. There will be site specific exceptions based on property abutments. The Contractor will consult with the Project Manager prior to removing vegetation greater than eight inches (8") in diameter. All vegetation cleared from the fence line shall be disposed of offsite at an approved facility in a legal manner.
- D. Disturbance of vegetation not limited to the fence should be avoided. If excessive ground disturbance seems necessary to complete the job, the Contractor should confer with the project coordinator before proceeding.
- E. The Contractor will remove all fencing, barbed wire, and posts from designated areas identified and dispose of said debris offsite at an approved facility in a legal manner.

- F. The Contractor will notify the Project Manager immediately if historical/cultural artifacts are discovered.
- G. The contractor will move concrete barriers and store them at a location designated by the site building manager or a representative.
- H. Contractors that are removing fencing are required to provide some sort of temporary fencing or barrier until the requested fencing is complete. No areas will be left unsecure. The contractor will relay this information immediately to the building manager onsite.

5.2.2 Technical Specifications: The awarded contractor shall provide all labor and materials necessary to complete the perimeter fencing requirements as identified and described herein and further explained in Exhibits I & II. Estimated linear footage may vary up or down when actual measurements are taken. All fencing and gate requirements are explained in Exhibit I. Security barbed wire top chain-link fencing and gates will have anti-ramming cables attached to those areas identified and explained in Exhibit I “ONLY”. Gates for all areas have been specified in Exhibit I.

5.2.2.1 The following is a generic specification and does not release contractor from state, federal or local jurisdictions for the installation of this fence.

Chain Link Fencing: (UFC 4-022-03), UFC-700/701/702/703

- A. Fabric: The standard fence fabric shall be black vinyl, zinc or aluminum-coated steel wire chain-link with mesh openings not larger than two inches per side and a twisted and barbed selvage at top and bottom in accordance with the specifications. Utilize 6-gauge for base perimeter or heightened security zones and 9-gauge for base interior or when joining an existing fence which is already 9-gauge.
- B. Fabric Ties: Only 12-gauge steel ties shall be used. Coating or plating will be electronically compatible with the fence fabric to inhibit corrosion.
- C. Reinforcement: Tension wires shall be installed and interwoven (or affixed with fabric ties) along the top & bottom of the fence for stabilization for the fence fabric.
- D. Fence Height: Chain link fabric shall be 7’ high with an additional 1’ in height composed of 3 strands of barbed wire and as required. The total fence height shall be 8’.
- E. Ground Clearance: Bottom of the fence fabric shall be within two inches of firm soil.
- F. Top Guards: A top guard is an overhang of barbed wire along the top of a fence, facing outward (away from protected site) and upward at approximately at a 45 degree angle. Top guard supporting arms will be permanently affixed to the top of the fence post to increase the overall height of the fence at least 1 foot. Three strands of 12-gauge barbed wire, equally spaced, shall be installed on the supporting arms.

- G. Fence Post: Shall be ASTM F1043 or F1083 round pipe or square tube and shall be galvanized in accordance with the specifications. Fence post spacing and size (diameter) shall be determined in accordance with chain-link fence manufacturers institute (WLG 2445). Spacing shall not exceed 10'-0 OC. Size (diameter) shall not be less than that specified.

Gates: (UFC 4-022-03), UFC-703 (for chain link gate only)

- A. Single cantilever sliding gate should use full support and suspension of gate frame by four rollers secured to two posts inside the restricted area. The gate “will not” exceed 12 ft. When the gate rest parallel to the existing fence, a straight and level line 1.5 times the size of the opening will be made to accommodate when the gate is fully open.
- B. Single swing walking gate will match fence fabric height with an additional 1ft (305 mm) of three strand barbed wire added to the height. The gate opening will not exceed a width of 4ft.

K8 Fence/K8 Gate:

- A. The contractor shall supply a total anti-ram cable barrier system of (DOD-USACE) design. The system shall include all components (i.e., cables, supports, panels, -beam posts, bollards and hardware) required.
- B. References
1. ASTM A653/A653M – Standard Specification for steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvanized) by the Hot-Dip Process.
 2. ASTM A500/A500M – Cold –Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 3. ASTM B117- Practice for Operating Salt-Spray (Fog) Apparatus.
 4. ASTM D523- Test Method for Specular Glass.
 5. ASTM D714- Test Method for Evaluating Degree of Blistering in Paint.
 6. ASTM D822- Practice for Conducting Test n Paint and Related Coatings and Materials using Filtered Open- Flame Carbon-Arc Lights and Water Exposure Apparatus.
 7. ASTM 1654- Test Method for Evaluation OF Painted or Coated Specimens Subject to Corrosive Environments.
 8. ASTM D224- Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
 9. ASTM D2794- Test Method for Resistance of Organic Coating to the Effects of Rapid Deformation (Impact).
 10. ASTM D3359- Test Method for Measuring Adhesion by Tape Test.
 11. ASTM F2656- Standard Test Method for Vehicle Crash Testing of Perimeter Barriers.
 12. Federal Specifications RR-W-410E / Wire Rope and Strands.

- C. This system shall be tested and certified by the U.S. Department of State Bureau of Diplomatic Security Division stard-std-02.01 (Revision A), Impact Condition Designation K8, Penetration Rating L2, with capability of stopping a 15,000 lb vehicle traveling at speeds up to 40 mph.
- D. The entire anti-ram barrier system, and all associated panels, I-beam posts, bollards, gates, accessories, fittings, and fasteners shall be obtained from a single source.
- E. Pales, rails, I-beam posts and bollards shall be pre-cut to specified lengths. Panel rails shall be pre-punched to accept tamperproof security fasteners. I-beam post flange shall be pre-punched to accept rail to post attachment. I-beam post web shall be punched providing a clear opening for interior of rails to align throughout the entire system for affixing conduit, video cabling, IDS wiring, and other components for a complete systems integration. Rails shall be attached to post flange providing a bracket-less design at each intermediate post.
- F. The manufactured galvanized framework, posts and bollards shall be subjected to the PermaCoat[®] or equivalent, thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash, an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a “no-mar” TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be black. The stratification-coated framework and I-beam posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8” coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625” ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

5.2.2.2 Warranty: The contractor shall guarantee workmanship and materials for one year from the date of completion and final acceptance. If the project provided materials are covered by extended manufacturer’s warranty, the contractor will provide manufacturer’s warranty documentation.

5.2.3 Contractor Use of Premises:

5.2.3.1 The Contractor will confine operations to areas specified within contract as indicated. Portions of the site beyond areas in which installation/fencing are indicated, are not to be disturbed and may only be assessed as coordinated with DMA’s Site Representative.

5.2.3.2 It is the Contractor's responsibility to perform all work in a manner that prevents damage to any underground utilities or facilities that exist within and around the proposed fencing perimeter. The Contractor shall take all precautions to prevent any damage within the work area.

Before excavating, boring holes or driving posts into the ground, the Contractor shall be responsible for contacting all utility owners to request that the responsible parties mark their underground utilities or facilities. In the event, the Contractor encounters underground utilities or facilities not previously identified, the Contractor shall stop work at the location and notify the DMA/FLARNG Project Manager.

The Contractor shall be responsible for any fees or charges associated with having the utilities/facilities marked or identified. The Contractor shall be responsible for any damage caused to underground utilities/facilities during the performance of this project and as such shall be responsible for any fees or charges associated with the repairs.

5.2.3.3 The Contractor will keep existing driveways and entrances serving the premises clear and available to the facility personnel at all times; with the exception to the areas designated.

A. Do not use these areas for parking or storage of materials.

B. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. Proposed storage locations to be approved by the DMA/FLARNG Project Manager, his designee or the Site Representative. NO wood chipping will be allowed onsite in lieu of complete haul off.

5.2.3.4 The Contractor will not dispose of any material on site. It is the responsibility of the contractor to control all generated waste and provide offsite disposal at an approved facility in a legal manner. Waste materials shall be removed from the site daily unless authorized otherwise by the site representative.

5.2.4 Working Hours:

A. Perform work only between the hours of 8:00 a.m. and 5:00 p.m. on weekdays Tuesday through Friday. The facilities are open on alternating Mondays, any work on these days to be coordinated with the DMA/FLARNG Project Manager, his designee or the Site Representative.

B. Work on Saturdays, Sundays, Holidays, or beyond the workday time limits require prior written consent of the FLARNG Project Manager, his designee or the Site Representative and then only in compliance with the DMA/FLARNG Project Manager's directions. Soldiers are only required to be onsite between the hours of 0800-1700. Any work desired outside these hours must be coordinated with and approved by the facility manager prior to any work initiated to ensure the availability of Soldiers to remain onsite

5.3 On Site Inspections:

There will be an on-site inspection period for all prospective bidders. The on-site inspection period will be held at each site based on the schedule below. The purpose of the site inspection

period is to provide prospective bidders the opportunity to become familiar with the site conditions. Note: This is not a mandatory site visit, but vendors that have not taken the opportunity to visit the site previously (Solicitation DMA-ITB-223, which was cancelled), are encouraged to do so.

Site – Address-Contact	Time Period	Date
Homestead Readiness CTR Bldg. 756, Schweinfurt Rd. Homestead, FL. 33092	9:00 -11:00 AM	October 18, 2018

The representatives providing the facility access will NOT answer any questions pertaining to this solicitation. Any questions arising after the site inspection shall be submitted in writing, identifying the submitter, to John Connor and Erin Lewis at the address specified in Sections 1.3/1.4 above or by email to John.D.Connor2.nfg@mail.mil, Rannah.E.Lewis.nfg@mail.mil or by facsimile to (904) 823-0153 by 2:00 PM ET on October 24, 2018. Email inquiries are preferred; however hard copy or facsimile are acceptable. All question and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective vendor’s responsibility to periodically check the VBS. DMA bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor’s failure to obtain the information made available through the DMS Vendor Bid System.

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received via telephone shall not be binding on DMA and shall not be relied upon by any prospective bidder.

5.4 Vendor Responsibilities and Deliverables:

The Contractor will supply all personnel, materials, and transportation required to perform the tasks described in this Statement of Work. The Contractor will conduct management and planning functions, perform internal quality control, and conduct all necessary project management duties to ensure that the project is delivered within budget, on schedule and satisfies the DMA requirements.

5.4.1 The contractor shall provide a written plan of action and schedule which will be the primary facility access schedule. Any changes to the approved schedule will require a minimum of 24 hours’ notice to ensure facility access. The plan shall be submitted to the Project Manager for approval within ten (10) days of contract/purchase order award. Written notice may be provided via email communications.

5.4.2 The Contractor shall provide a Performance Bond and Labor and Material Payment Bond(s) in accordance with Section 5.6.3.

5.4.3 The Contractor shall have adequate personnel employed within his/her organization to perform all phases of the contract requirements, excluding authorized subcontractors. Note: Subcontractors and their intend portion of the requirement shall be identified in the bid proposal. Any subcontractor changes during the contracted period of performance will require authorization in accordance with Section 5.8.4.

5.4.4 The Contractor shall furnish labor, materials, equipment, miscellaneous items as may be necessary to clear impeding vegetation, remove identified old fencing, provide and install new fencing with access gates and obtain and provide all permits and/or licenses necessary to complete the project in accordance with the minimum requirements of this Statement of Work.

5.4.5 The Contractor shall clean and dispose of materials and debris from the work area each day of service unless otherwise authorized by the site representative. Upon completion of project the contractor will participate in a visual inspection to confirm that the project has been completed and all debris has been removed from the work site.

5.4.6 DMA shall not be liable or responsible for any accidents, loss of personal property or any other damages that may arise as a result of this contract. Furthermore, the contractor shall agree to indemnify and hold harmless the DMA for any and all claims, demands, lawsuits or any other action arising from the services/labor under this contract.

5.4.7 The Contractor must remain in compliance with all state, local and/or Federal laws currently in effect.

5.5 DMA Responsibilities:

- A. DMA staff members/representatives will provide facility access as needed. The contractor's written plan of action and schedule will be the primary access schedule. The Project Manager will provide written notice of acceptance of the plan of action and schedule within five (5) business days of submission. Any changes to the approved schedule will require a minimum of 24 hours' notice. Written notice may be provided via email communications.
- B. DMA will assign a project manager as the primary point of contact for length of the project and a site representative at each location for facility access and control.
- C. DMA Project Manager or his designee along with the Site Representative will provide visual inspection upon notification from the Contractor that the installation has been completed.

5.6 Performance and Consequences: Includes requirement of Performance Bond

5.6.1 The services shall be scheduled to begin on or about December 3, 2018. The Contractor shall provide a company Point of Contact (POC) to ensure effective communications with the DMA Project Manager or his designee. This information shall include a name, business telephone number, cell phone number, if applicable, and an email address.

5.6.2 On-site work activities must be pre-coordinated and approved by the DMA designated Project Manager or his designee prior to commencement of activities. The Contractor is required to have frequent communication and closely coordinate all work with the DMA Project Manager or his designee to ensure the quality of the work being conducted while on the property.

5.6.3 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND- A Performance Bond and Labor and Material Payment Bond(s) shall be required from the

Contractor by the DMA for this project. Prior to commencing any work, and within ten (10) days after issuance of a contract/purchase order, the Contractor shall furnish Bond(s) in the amount of 100 percent (100%) of the total contract price to ensure full and complete performance of the contract to the DMA's Purchasing Office to the attention of the Purchasing Director. The bond(s) must state on its front page, the name, principal business address, and phone number of the Contractor, the Surety, the DMA's full name, the contract/purchase order number assigned to the project by the DMA, and a description of the property being improved with a general description of the project. Please note: A Notice to Proceed will not be issued until the Contractor provides DMA with proof of the Bond and that the Bond has been recorded with the County in which the project is located.

5.6.3.1 The Bond(s) shall be issued from a reliable Surety Company acceptable to DMA, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Bond(s) shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Bond(s) shall be borne by the Contractor.

5.6.3.2 In lieu of a Performance Bond and Labor and Material Payment Bond, DMA may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond and Labor and Material Payment Bond.

5.6.3.3 Work shall not begin before the DMA receives the Performance Bond and Labor and Material Payment Bond. Failure to provide a Bond(s) may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the State's approved Contractor list for future solicitations.

5.6.4 Installation of all fencing projects shall be completed on or before June 15, 2019. DMA anticipates that project completions should take no longer than 180 days from notice to proceed.

5.6.5 In the event the contractor fails to meet the minimum level of service identified in the Statement of Work, DMA will not pay invoices until the work is satisfactorily completed.

5.7 Invoicing and Payment

Payment shall be made in accordance with 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.

A. Partial Payments - The contractor may submit partial invoices for up to 50% of the awarded amount for each site as follows:

- 1) 25% - When all brush and debris have been cleared and removed from the site specific facility, obtaining licensing or permits, and posting at facilities.
- 2) 25% - When fencing holes are dug, prepared for installation and fencing materials are delivered and positioned on site.

B. Final Payment - The contractor shall submit a final invoice for the remaining 50% upon completion and acceptance of the completed fencing installation project (including removal of all debris) for the site.

C. The services must be approved by DMA Project Manager and Contract Manager, or his/her designee, prior to payment authorization. Payment may be withheld until such time as all services have been approved by the Project Manager or his/her designee.

D. The invoice shall contain the facility name, City/Site, ITB number, contract/purchase order number and the vendor's Federal identification number.

5.8 General Requirements

5.8.1. Familiarity and Compliance with Laws: The Contractor is required to be familiar and comply with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Contractor will in no way relieve him from responsibility. Violation of such laws shall be grounds for Contract termination

5.8.2. Permitting: Permitting for this project, if needed, is the responsibility of the Contractor, including costs. A copy of all permits shall be posted at the work site location at all times during the project. The Contractor is responsible for complying with all permit conditions and the Contractor shall pay any penalties arising from the Contractor's permit violations.

5.8.3. Damages to State Property: Any damages to state property (e.g. structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the DMA. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered, the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

5.8.4 Subcontracts: The Contractor shall ensure, and provide assurances to the DMA upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the DMA with the names of any subcontractor considered for work under this Contract; the DMA reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project.

Any subcontract arrangements must be evidenced by a written document available to the DMA upon request. The Contractor further agrees that the DMA shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor

shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the DMA against such claims.

DMA Right to Reject Subcontractor Employees. The DMA shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the DMA's judgment, are insufficient.

Subcontractor as Independent Contractor. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the State of Florida.

5.8.5 Information Releases: All submittals, meeting minutes, correspondence, and reports are to be held in the strictest confidence. The release of information (written, electronic, or verbal) pertaining to any aspect of the services is not to be released to the public without written permission from the DMA Contact Manager.

5.8.6 Security: PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER: Due to the instability of world events, there may be times during the performance period of this contract that the contractor might be asked to leave the base during higher threat level conditions.

6.0 Bid Submittal

Vendors shall provide a brief description of their company history, which shall include but not be limited to business certifications, number of years in business and other information that may demonstrate company stability and reliability. Vendors must also include a chronological listing of services completed over the last year, minimum of three required. Provide a brief description of project plan and time lines. (Attachment D)

6.1 Price Sheet: Vendors shall complete the price sheet to proposal/bid (Attachment A). Only prices submitted on the supplied price sheet will be considered. Bid price shall be inclusive of all services, permit & licensing fees, materials, equipment and labor. Document must be signed and returned. Award is contingent upon funding availability.

6.2 Reference Sheet: Vendor shall provide three references. (Attachment B) – Must be completed and returned providing verifiable references.

6.3 Drug Free Workplace: Attachment "C" Drug-Free Workplace Compliance Form must be signed and returned.

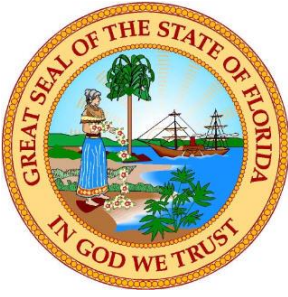
6.4 Minimum Qualifications Statement: Vendors shall provide a brief description of their work history, which shall include, but not be limited to, business certifications, number of years in business and other information that may demonstrate company stability and reliability. Vendors must also identify and provide information on five (5) previous projects similar in

nature to this fencing requirement. Provide a brief description of project plan and time lines.
(Attachment D)

6.5 Vendor Certification Regarding Scrutinized Companies Lists: Attachment E must be signed and returned.

6.6 Attachment F – Bid Bond Surety & Performance Bond Forms

6.7 Vendor Checklist: Provided for convenience. (Attachment G)



**ATTACHMENT A
 BID SHEET**

Perimeter Security Fencing - Homestead

Provide the total (for the job) bid price for perimeter security fencing as specified in the Statement of Work.

City (Site)	Approximate Linear Feet	Gates	Total Price For the Job
Homestead Readiness CTR Bldg. 756, Schweinfurt Rd. Homestead, FL. 33092	2000	7	

Anticipated number of days required for project completion: _____
Project must be fully completed no later than June 15, 2019, if awarded.

Contract award is contingent on funding availability.

Acknowledgment: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Company Name: _____

FED ID#: _____

Street Address: _____

City, State & Zip _____

Telephone No. _____ **Fax No.** _____

Email Address: _____

Signature: _____

Date: _____ **Printed name:** _____

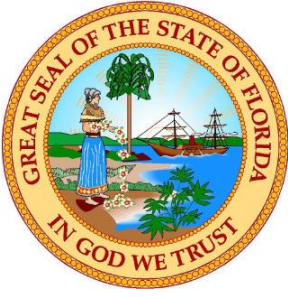
**ATTACHMENT B
Reference Sheet**

The Respondent must list a minimum of three (3) separate and verifiable clients of the Respondent. Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). Please provide at least two (2) Contact Names. DMA reserves the right to contact other known or identified sources and to consider performance or non-performance on DMA and/or other State Agency existing or previous service experiences.

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$



**ATTACHMENT C
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

Procurement No. DMA-ITB-227- Perimeter Security Fencing- Homestead

I, _____,
(Name) (Title)

of, _____ hereby certify that this firm has implemented
(Name of firm)
a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes.

(Signature) Date: _____

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Attachment D
MINIMUM QUALIFICATIONS STATEMENT & EXPERIENCE

How many years has your business performed the type of services being requested?

Provide a written statement detailing your company and employee qualifications: (A separate sheet of paper may be used if necessary.)

EXPERIENCE: This is for the Bidder to list Work Experience

Project Name/Number _____ Project Location: _____
Owner/Contact: Name & Phone number _____
Prime or Sub _____ Description of Services Provided:

Start Date of Project: _____ Number of Days to completion of Project: _____

Project Name/Number _____ Project Location: _____
Owner/Contact: Name & Phone number _____
Prime or Sub _____ Description of Services Provided:

Start Date of Project: _____ Number of Days to completion of Project: _____

Project Name/Number _____ Project Location: _____
Owner/Contact: Name & Phone number _____
Prime or Sub _____ Description of Services Provided:

Start Date of Project: _____ Number of Days to completion of Project: _____

Project Name/Number _____ Project Location: _____

Owner/Contact: Name & Phone number _____

Prime or Sub _____ Description of Services Provided:

Start Date of Project: _____ Number of Days to completion of Project: _____

Project Name/Number _____ Project Location: _____

Owner/Contact: Name & Phone number _____

Prime or Sub _____ Description of Services Provided:

Start Date of Project: _____ Number of Days to completion of Project: _____

Provide brief description of project plan & time lines: _____

**ATTACHMENT E
VENDOR CERTIFICATIONS**

Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certification of Employment Eligibility Verification

Employment Eligibility Verification: Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendor utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678176.shtm

I, _____,
(Name) (Title)

of, _____ hereby certify that this firm is in compliance
(Name of firm)
with the above referenced Florida Statute and Executive Order.

(Signature) Date: _____

**ATTACHMENT F
BID OR PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That we _____, as the Principal (Bidder), and _____ as Surety, are held and firmly bound unto the Florida Department of Military Affairs (hereinafter call the Obligee), in the full and just sum of FIVE PERCENT (5%) of the total of the Proposal referred to herein (do not enter figure), in lawful money of the United States of America, to be paid to the Obligee to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a proposal to the Obligee for constructing or otherwise improving a property or facility in _____ County, particularly known as Perimeter Fencing, Bid/Proposal No. _____

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal shall execute a contract and give bond for the faithful performance thereof within the time period as stipulated by the project specifications after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Obligee the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2018	
Name of Surety: _____ (Affix Surety Seal)	
By: _____ Florida Licensed Insurance Agent or Attorney-In-Fact (Signature)	Type/Print: _____
Countersigned: _____ Florida Licensed Insurance Agent	Type/Print: _____

The following Statement to be completed regarding the Florida Licensed Insurance Agent:

State of _____	County of _____
Before me, the above signed authority, personally appeared _____, who is personally known to me or has produced _____ (type of identification) identification and is duly sworn, deposes and says that he/she is a duly authorized insurance agent properly licensed under the laws of the State of Florida to represent _____ of _____, a company authorized to make corporate Surety Bonds under the laws of Florida and acceptable as Surety on Federal Bonds and that he has signed or countersigned the above bond on their behalf.	
Sworn, and subscribed to before me this _____ day of _____, 2018	
_____ Notary Public, State of _____ (Notary Signature)	
My commission expires: _____	

Note: Power of Attorney showing authority of Florida Licensed Insurance Agent to sign on behalf of, and bind, surety must be furnished with this form. Affix Corporate Seal of Surety. No Bid Bond is required if the total amount of the bid is \$150,000 or less.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That we, _____ (name, hereinafter called vendor) of _____ (address) and _____ (hereinafter called Surety) of _____ (address) duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of _____ dollars (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Military Affairs (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of _____, for contractual services agreement in connection with _____ in _____ County(ies), particularly known as _____ (hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREAFTER, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Worker’s Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void, otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by _____ its _____ (Agent or Attorney-in-Fact, or otherwise) with seals of said Vendor and Surety hereunto affixed this _____ day of _____, 2018.	
_____ Surety BY: _____ Signature Title: _____ Attorney-in-Fact/Agent (Surety Seal)	_____ Vendor BY: _____ Authorized Signature(s) Title: _____
Name/Telephone No: _____ Address: _____	Attest: _____ Secretary/Notary (Printed/Typed) By: _____ (Signature)

Note: Attach Power of Attorney showing authority of Surety’s Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 25.05, Florida Statutes.

ATTACHMENT G

VENDOR CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the proposal/bidding deadline. Bidder shall submit the original and two (2) copies of the bid/proposal. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Bid are included with their Bid submittal.

- ____ 1. Attachment A – Price Sheet
- ____ 2. Attachment B – Vendor References
- ____ 3. Attachment C - Certification of Drug Free Workplace, signed.
- ____ 4. Attachment D – Minimum Qualifications Statement
- ____ 5. Attachment E – Vendor Certification Regarding Scrutinized Companies
- ____ 6. Attachment F – Bid Surety Bond
- ____ 7. Attachment G - Vendor Checklist

NOTE: Address your Bid submission to the point of contact specified in section 4.11, and write the following: DMA- ITB-227, Perimeter Security Fencing-Homestead, Proposal/Bid due November 14, 2018, and opening time 2:00 PM on the envelope, package or courier delivery document. **DMA does not currently accept electronic submissions.**