# BD-1137-06/BHJ

# Kiosk and Entrance Signs for Seminole County Natural Lands



**DUE DATE: August 16, 2006** at 2:00 PM

Seminole County

Purchasing and Contracts Division

www.seminolecountyfl.gov/purchasing

#### SUBMIT BIDS TO:

Seminole County 1101 E. 1<sup>st</sup> Street, Room 3208 Sanford, Florida 32771

Attn: PURCHASING DIVISION

# INVITATION TO BID

and Bidder Acknowledgment

Contact:

Bill Johnson

407-665-7128

bjohnson03@seminolecountyfl.gov

BID No.: **BD-1137-06/BHJ** 

## **Kiosk and Entrance Signs for Seminole County Natural Lands**

Pre-bid Date: July 27, 2006 at 1:30 p.m.			Submittal Due D Submittal Due T		August 16, 2006 2:00 P.M.	
Location: Geneva Wilderness Area 3485 N CR 426 Geneva, Florida 32732			Location: 1101 E. 1 <sup>st</sup> Street, Room 3208 Sanford, Florida 32771			
Bidder Name:			Federal Employer ID Number or SS Number:			
Mailing Address:			If returning as a "No Bid", state reason (if so, return only this page):			
City, State, Zip:						
Type of Entity: (Circle one)						
Corporation Partnership Proprietorship			X			
Joint Venture			Authorized Signature (Manual)			
Incorporated in the State of:						
Telephone Number:		Printed Name:				
Fax Number:			Title:			
Point of Contact email:			Date:			

## THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

**TERM AND CONDITIONS** 

<u>CONTACT</u>: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff member other than the noted contact person regarding this Invitation to Bid or their Bid at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by

County staff for this project. Any such contact shall be cause for rejection of your submittal.

<u>PUBLIC OPENING</u>: Bids shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read off at

the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 407-665-7128.

<u>DELAYS:</u> The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Bidders of all changes in scheduled due dates by written addendum.

RESPONSE SUBMISSION: The COUNTY will receive Bids at the above address. The outside of the envelope/container must be identified with the ITB Number and title as stated above. The envelope/container must also include the Bidder's name and return address.

Receipt of the Bids in the Purchasing Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the Bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any Bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered Bids prior to the deadline set for receiving Bids. Telephone confirmation of timely receipt of the Bids may be made by calling (407) 665-7116, before the 2:00 deadline.

Bidders shall submit FIVE (5) COMPLETE SETS (one [1] original and four [4] copies) of the submittal, complete with all supporting documentation (i.e., photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above. The Bidder may submit the response in person or by mail.

Bidders may withdraw their Bid by notifying the COUNTY in writing at any time prior to the time set for the Bid deadline. Bidders may withdraw their Bid in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the Bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder.

No additional information may be submitted, or follow-up performed by any Bidder after the stated due date.

**INQUIRES**: All Bidders shall carefully examine the ITB documents. Any ambiguities or inconsistencies shall be

brought to the attention of the County Purchasing Office in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing and received by the County Purchasing Office at least ten (10) business days prior to the due date. interpretation or correction so given by the Purchasing Division, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bidding Documents. Seminole County Purchasing and Contracts Telephone Number Division (407) 665-7116; Fax Number (407) 665-7956.

ADDENDUM: The COUNTY will record its responses to inquiries and any supplemental instructions submitted to the County Purchasing Office prior to the deadline in the form of written addendum. The COUNTY will send written addendum to all Bidders who requested the ITB directly from the COUNTY's Purchasing Division. All Bidders should visit the Purchasing website at least five (5) calendar days before the date fixed for receiving the Bids to ascertain whether any addendum have been issued. Failure to do so could result in rejection of the Bid as non-responsive. The COUNTY shall not be responsible for providing said addendum to Bidders who receive ITB packages from other sources.

Bidder shall sign, date, and return the latest addendum with their Bid. Previous addenda will be deemed received. It is the Bidder's responsibility to contact the COUNTY in the event that a previous addendum is not received.

Addenda information will be posted at http://www.seminolecountyfl.gov/purchasing.

BIDDER REGISTRATION: Bidders who obtain ITB documents from other sources must officially register with the COUNTY's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a Bidder may cause your Bid to be rejected as non-responsive if you have failed to submit a Bid without an addendum acknowledgment for the most current addendum.

**SELECTION PROCESS:** The selection process may involve background checks. To be considered for award, a Bid must comply in all specifications.

<u>BID FORM</u>: The Bid Form is included in the Bid Documents. Bid Form must be completed in ink or by typewriter. Bidders are required to bid their prices on the Bid Forms supplied by the County in the Bid Documents.

The Bid shall contain an acknowledgement of receipt of

all Addenda (the numbers of which shall be filled on the Bid Form). Bids by Joint Ventures must be executed by each ownership interest in the Joint Venture.

All Bids shall remain firm for ninety (90) days after the day of the Bid opening, but COUNTY may, in its sole discretion, release any Bid and return the Bid Security prior to that date. Extensions of time when Bids shall remain opened beyond the ninety-day period may be made only by mutual agreement between Seminole County, the Low Bidder, and the Surety, if any, for the Low Bidder.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a Bid under this subsection will not prejudice the rights of Bidder to file a new Bid.

If within 24 hours after the Bids are opened, any Bidder files a duly signed written notice with COUNTY, and within 48 hours thereafter demonstrates to the reasonable satisfaction of the COUNTY that: a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the Agreement would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid, and the Bid Security will be returned provided that the COUNTY is not seriously prejudiced, except for the loss of its bargain. Bidder shall not be allowed to correct a Bid with a material and substantial mistake. A Bidder withdrawing its Bid under this subsection shall be disqualified from further bidding on the Work.

<u>AWARD</u>: The COUNTY anticipates award to the Respondent's who submits the Bid judged by the COUNTY to be the most advantageous.

The Bidder understands that this ITB does not constitute an agreement or a contract with the Bidder. An official contract or agreement is not binding until Bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the COUNTY, and executed by the parties.

The COUNTY reserves the right to reject all Bids, to waive any formalities, and to solicit and re-advertise for new Bids, or to abandon the project in its entirety.

**AWARD CRITERIA**: The recommendation of award will be based on, but not limited to, the following criteria:

- The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder;
- The past experience furnishing the required

- services:
- The previous and existing compliance of the Apparent Low Bidder in regard to laws and ordinances and regulations;
- The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work;
- Minimum of three (3) consecutive years of acceptable experience.
- Proposed cost to the County.

IMMIGRATIONS AND NATIONALITY ACT (INA) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Sections 1324a(e) [Section 274A(e) of the Immigrations and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their Bid simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the ITB documents and/or any other requirements as requested by the County.

**ACCURACY OF SUBMITTAL INFORMATION:** Any Bidder which submits in it's submittal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**INSURANCE:** The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the submittal and rescission of any ensuing contract.

BID SECURITY: Bid Security shall be made payable to COUNTY, in the amount of five percent (5%) of the total bid amount, in the form of a cashier's check or a Bid Bond issued by a Surety meeting the requirements of these Bid Documents. The Bid Security of the Low Bidder shall be retained until such Bidder has executed the Agreement, furnished the Insurance Certificates and Endorsements. Bid Security is submitted with the understanding that it shall guarantee that the Bidder will not withdraw its Bid for a period of at least ninety (90) days after the closing time for receipt of Bids. The Surety Companies must be registered and licensed to do

business within the State of Florida and shall meet the minimum acceptance requirements establish by Seminole County.

**LEGAL REQUIREMENTS**: Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

POSTING OF ITB AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division and at the County's Web Page: <a href="https://www.seminolecountyfl.gov">www.seminolecountyfl.gov</a> prior to submission through the appropriate approval process and will be posted for a period of five (5) working days. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code, shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the ITB, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**ACCEPTANCE/REJECTION:** Seminole County reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the Bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a reprocurement.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the

right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

TAXES: The County is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The County's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. (A copy is included as the inside back cover of the Vendor Guide.) Vendors/contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County nor shall any Vendor/Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patent, or invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the County the right to use, replace or modify the item to render it noninfringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used 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 cost arising from the use of such design, device, or materials in any way involved in the work.

<u>CONTRACTUAL AGREEMENT</u>: The terms, conditions, and provisions in this Invitation to Bid shall be merged into a Contract.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes.

If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.

<u>SUBCONTRACTS</u> AND <u>PROCUREMENT:</u> If the Recipient subcontracts any or all of the work required

under this Agreement, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.

**AFFIRMATION:** By submission of a Bid, Bidder affirms that his/her Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation to Bid and the resulting contract.

<u>UNIFORM</u> <u>COMMERCIAL</u> <u>CODE:</u> The Uniform Commercial Code (Florida Statues, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Seminole County for any terms and conditions not specifically state in this Invitation to Bid.

**AVAILABILITY OF FUNDS:** The obligations of Seminole County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Board of County Commissioners.

<u>AUDIT REQUIREMENTS:</u> The Recipient shall provide the Department with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349 Florida Statutes, and Chapter 10.550 and 10.660, Rules of the Auditor General, for the purposes of auditing and monitoring the funds awarded under this Agreement.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS:
Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bid and prior to bid opening. Specifications, which are unrelated to performance, will be considered for deletion via addendum to this Invitation for Bid.

<u>PAYMENT TERMS/DISCOUNTS:</u> The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.

<u>CERTIFICATION</u> OF <u>INDEPENDENT</u> <u>PRICE</u> <u>DETERMINATION</u> By submission of this bid, the Bidder

certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement.

- The prices in this bid have been arrived at independently, without consultations, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

### **LICENSES**

- A. Vendor to be considered for contract award of this Invitation for Bid, shall be either "registered" or "certified" by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies, which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, Bidder shall provide copies of all applicable licenses.

PUBLIC ENTITY LAW: 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 or a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

# Section I Introduction

The Seminole County is seeking a vendor experienced in the design and construction of three kiosks for the Black Hammock, Black Bear and Lake Jesup Wilderness Areas and entrance signs for all Seminole County Natural Lands wilderness areas: Chuluota Wilderness Areas, Black Bear Wilderness Area, Lake Jesup Wilderness Area, Lake Proctor Wilderness Area and the Econ Wilderness Area. Entrance Sign posts needed at the Lake Jesup, Black Hammock and Black Bear Wilderness Areas.

**Locations** – Please see attached documents for addresses and directions to the sites.

**Permits** – The Contractor is responsible for any necessary construction permits from Seminole County Building Division or other appropriate agencies.

**Conditions** – All construction must meet applicable County, State and/or Federal building codes.

All design drawings must be approved by Seminole County Natural Lands and become property of Seminole County Government.

All wood to be pressure treated appropriate for ground contact.

Graphics for sign panels will be provided in digital format from Seminole County. Final design if signs must be approved in writing by Seminole County. Actual sign panels to be constructed of phenolic resin.

Contractor is responsible for the security of any and all equipment, tools and/or materials left or stored on site.

All scrap material shall be removed from the site, not discarded into the surrounding habitat.

## Minimum qualifications:

- Character, integrity, reputation, judgment and efficiency;
- Past experience furnishing the required services;
- Previous and existing compliance of laws and ordinances and regulations;
- Sufficiency of financial resources and ability to perform the Work;
- Minimum of three (3) consecutive years of acceptable experience.

# Section 2 Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into three (3) sections with references to parts of this Bid done on a section number/paragraph number basis. The three (3) sections shall be named:

- 1. Required Submittals
- 2. Past Performance
- 3. BID Price

### 1. **REQUIRED SUBMITTALS:**

Invitation for Bid – Page #1 of Package

- Name of Individual, Partnership, Company, or Corporation submitting bid;
- Signature(s) or representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

**W-9 Form:** Complete "W-9" form included in this bid package.

<u>Summary of Litigation</u>: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

<u>License Sanctions</u>: List any regulatory or license agency sanctions within the past 5 years.

**Bidder Information:** See form included in this package.

**Bidder's Experience**: See form included in this package.

<u>Conflict of Interest Statement</u>: Complete the "<u>Conflict of Interest Statement</u>" included in this bid package as indicated.

Compliance with the Public Records Law: See form included in this package.

**<u>Drug-Free Workplace</u>**: See form included in this package.

### 2. PAST PERFORMANCE:

The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

A. List references for which your company provided similar services related to those specified in the Scope of Services. List the names of the client (name, address, telephone number, fax numbers and the title of position that was filled by your company).

### 3. PRICE BID

The Price Proposal shall use the Price Proposal forms included in the Bid Documents. Price Bids not submitted on the attached form shall render the Bid unresponsive.

## **EXPERIENCE OF BIDDER**

NAME OF BIDDER \_\_\_\_\_

	dder shall complete and provide the following information rechis particular project work.	garding expe	erience within the pa	ast
	must demonstrate ability to construct projects of similar conclient's Name and address, please include Contact's name			
DATE OF CONTRACT	NAME OF PROJECT CLIENT'S NAME & ADD AND LOCATION T ELEPHONE AND FAX #		CONTRACT AMOUNT	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
Do you have a	ny similar work in progress at this time?YesNo			
Length of time	in business:Years			
	ncial references: (Include Contact Name and telephone			

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

### BID FORM BD-1137-06/BHJ

## **Kiosk and Entrance Signs for Seminole County Natural Lands**

Name of Bidder:	
Mailing Address:	
Street Address:	
City/State/Zip:	
Phone Number: ()	
Fax Number: ()	
License: Type: Number:	
To: Purchasing Division of Seminole County, Florida	
Pursuant to and in compliance with your notice inviting sealed Bids (Invitation to Bid), In Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized him services to be provided to the County, local conditions affecting the performance of the Work, and the Work, hereby proposes and agrees to perform the services, including transportation fleet, driving necessary equipment as required in connection with BD-1137-06/BHJ, including Additional through, on file at the Purchasing Division for the hereinafter set forth. Bidder acknowledges that it has read and fully understands all Sections of the services.	nself with the d the cost of vers, and all denda Nos. he Total Bid
06/TRJ.	.5 0.00

The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals, are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Bid is accepted, that he will execute a Contract with the COUNTY; that he will furnish the Bid Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the Bid Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

### BID FORM BD-1137-06/BHJ

AGREEMENT TITLE: Kiosk and Entrance Signs for Seminole County Natural Lands

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

The awardee for this project will be determined by the total bid amount.

101	AL BID AMOUNT: Numbers	<del></del>
	Numbers	
		(IN WORDS)
1.	<u> </u>	otal Amount of Bid stated above includes compensation for alent, materials, and any and all incidental costs necessary for the ces.
(Nam	ne of BIDDER)	(Signature of person signing this BID FORM)
		(Printed name of person signing this BID FORM)
		(Title of person signing this BID FORM)

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the Board of County Commissioners. The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

### **Bidder Information**

Bidder shall complete the following information and include with their bid submittal.

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	
	Vice-President	
	Secretary	
	Treasurer	
	Resident Superintendent	

Indicate with an asterisk (\*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

### **CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA	)	
COUNTY OF	) ss )	
Before me, the undersigned authority, passed duly sworn, deposes, and states:  1. I am the	of	with a local office in rethe Seminole County project described as:  unty Natural Lands In contained in this Affidavit based upon his own being submitted and that the above named entity me project.  Iirectly entered into any agreement, participated competitive pricing in connection with the entity's accussion of pricing data until the completion of the them, is presently suspended or otherwise
Department of Seminole County.  9. I certify that no member of the er or actively seeking an elected pos	ntity's ownership or managemen ition with Seminole County. erest is identified in the provisio	t is presently applying for an employee position n of services, I, on behalf of the above named
DATED this	day of	, 20
	(Affiant)	
	Typed Name of Affiant	t
	Title	
Sworn to and subscribed before me this _	day of	, 20
Personally known	·	
OR Produced identification	Notary Public	- State of
(Type of identification)		n expires
		yped or stamped ioned name of notary public)

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### **Compliance with the Public Records Law**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name:	
Authorized representative (printed):	
Authorized representative (signature):	
Date:	
Date:	

Project Number: BD-1137-06/BHJ

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# (Rev. January 2003) Department of the Treasury

### Request for Taxpayer **Identification Number and Certification**

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

		0 00 100						
ge 2.	Nam	ne						
s on page	Busi	iness name, if different from above						
Print or type Specific Instructions	Che	ck appropriate box: Individual/ Sole proprietor Corporation Partnership Other	<b>&gt;</b>				npt fro nolding	m backup
Print o	Add	ress (number, street, and apt. or suite no.)	Requester	's name and	addre	ss (opti	onal)	
pecific	City	, state, and ZIP code						
See S	List	account number(s) here (optional)						
Part		Taxpayer Identification Number (TIN)						
Howev page 3 see Ho	er, fo B. For ow to	TIN in the appropriate box. For individuals, this is your social security number (SSN). or a resident alien, sole proprietor, or disregarded entity, see the Part I instruct rother entities, it is your employer identification number (EIN). If you do not have a roget a TIN on page 3.	iumber,	Social sec	+	or		
Note: to ente		account is in more than one name, see the chart on page 4 for guidelines on whose	e number	Employer i	Identii	cation	numi	per
Part		Certification						
Under	pena	Ities of perjury, I certify that:						
<b>1</b> . The	e nun	nber shown on this form is my correct taxpayer identification number (or I am waitin	g for a num	nber to be is	ssuec	to me	∍), and	d
Re	venue	t subject to backup withholding because: (a) I am exempt from backup withholding, e Service (IRS) that I am subject to backup withholding as a result of a failure to rep me that I am no longer subject to backup withholding, and						
<b>3</b> . l aı	m a l	J.S. person (including a U.S. resident alien).						
withho For mo arrange	lding ortgaç emen	n instructions. You must cross out item 2 above if you have been notified by the IF because you have failed to report all interest and dividends on your tax return. For ge interest paid, acquisition or abandonment of secured property, cancellation of del it (IRA), and generally, payments other than interest and dividends, you are not requir correct TIN. (See the instructions on page 4.)	real estate ot, contribu	transactions tions to an	s, iter indivi	m <b>2</b> do idual re	es no etirem	ot apply. ent
Sign		Signature of						

#### Purpose of Form

Here

Signature of

U.S. person ▶

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding,
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Date ▶

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

# Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
- $\ensuremath{\mathbf{3}}.$  The IRS tells the requester that you furnished an incorrect TIN, or
- **4.** The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- **5.** You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.** 

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

#### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note**: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
- **2.** The United States or any of its agencies or instrumentalities;
- **3.** A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
- **4.** A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
- **5.** An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

- 6. A corporation;
- A foreign central bank of issue;
- **8.** A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

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- **9.** A futures commission merchant registered with the Commodity Futures Trading Commission;
  - A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
  - 13. A financial institution;
- **14.** A middleman known in the investment community as a nominee or custodian; or
- **15.** A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients  1 through 7 <sup>2</sup>

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions

# Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

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#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

# What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the accoun or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor	The minor <sup>2</sup>
(Uniform Gift to Minors Act) 4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
<ol><li>Sole proprietorship or single-owner LLC</li></ol>	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
<b>6.</b> Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
<b>9.</b> Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### **Privacy Act Notice**

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>&</sup>lt;sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

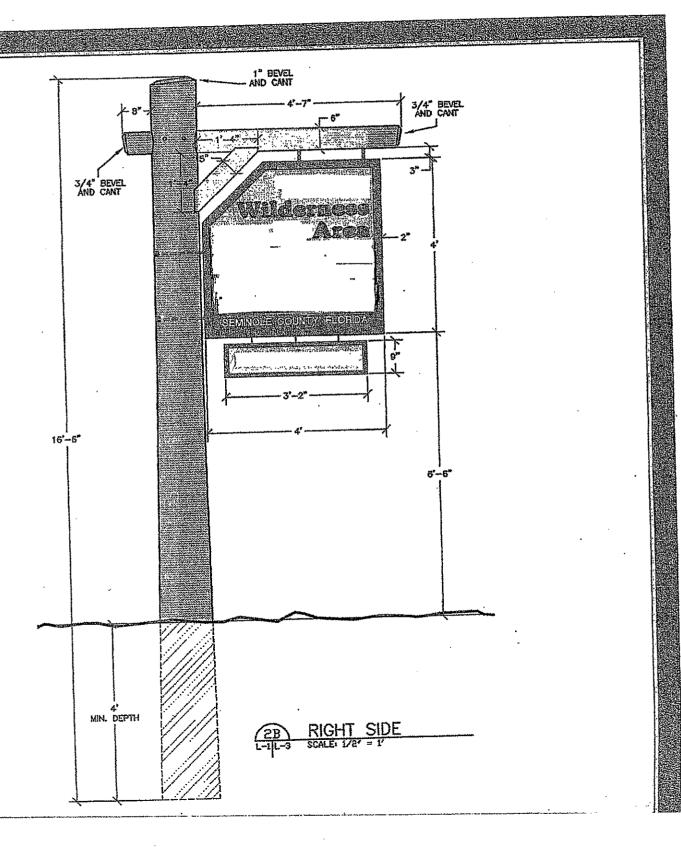
## DRUG-FREE WORK PLACE FORM

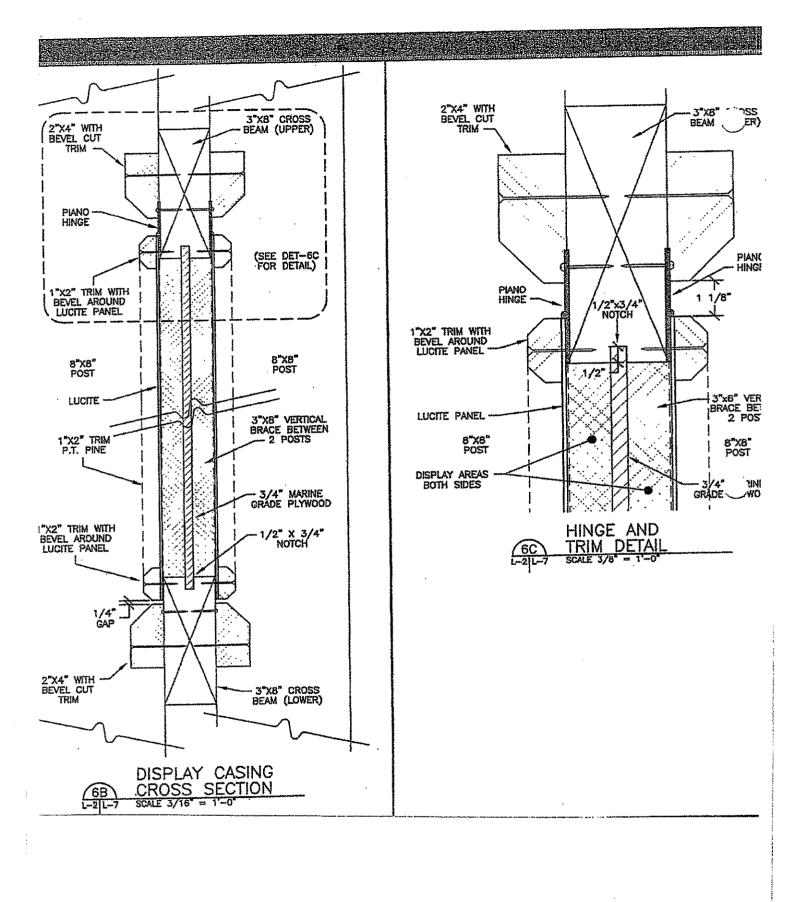
The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

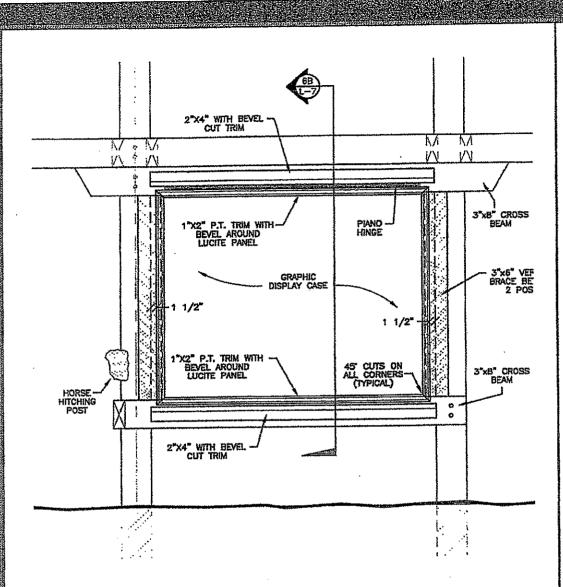
	does:
	(Name of Business)
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.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

# DRAFT AGREEMENT TECHNICAL SPECIFICATIONS

Kiosk and Entrance Signs for Seminole County Natural Lands

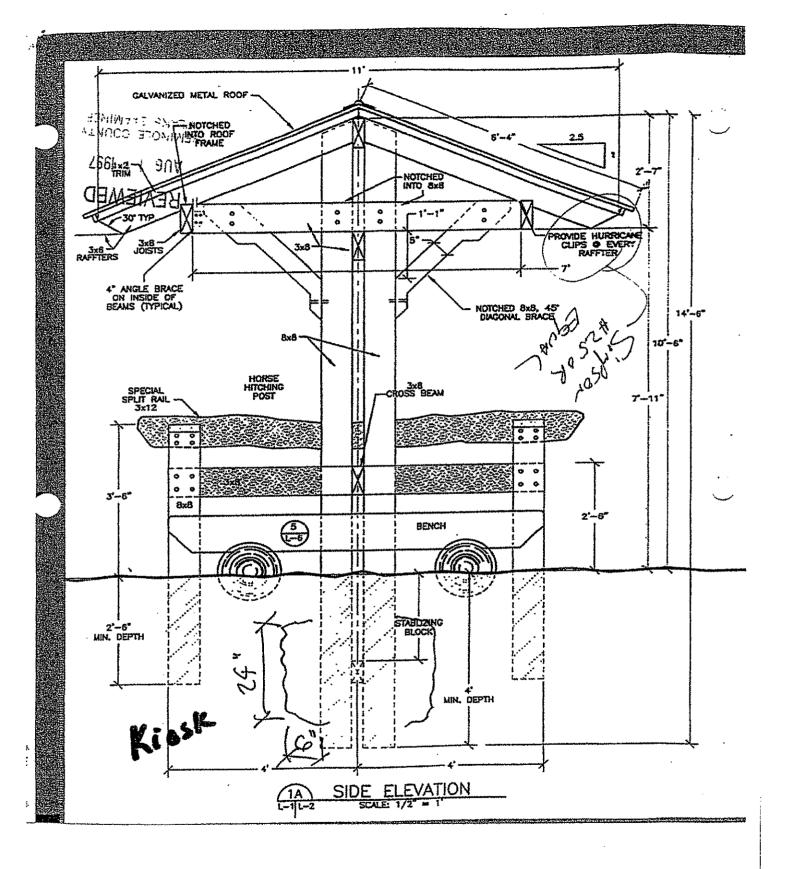


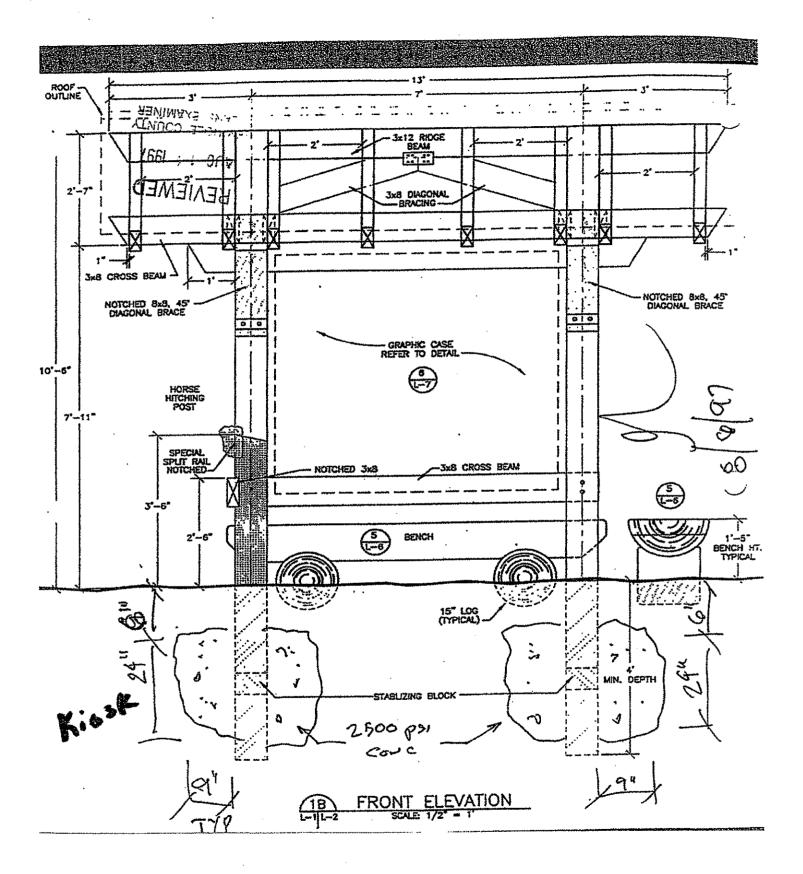


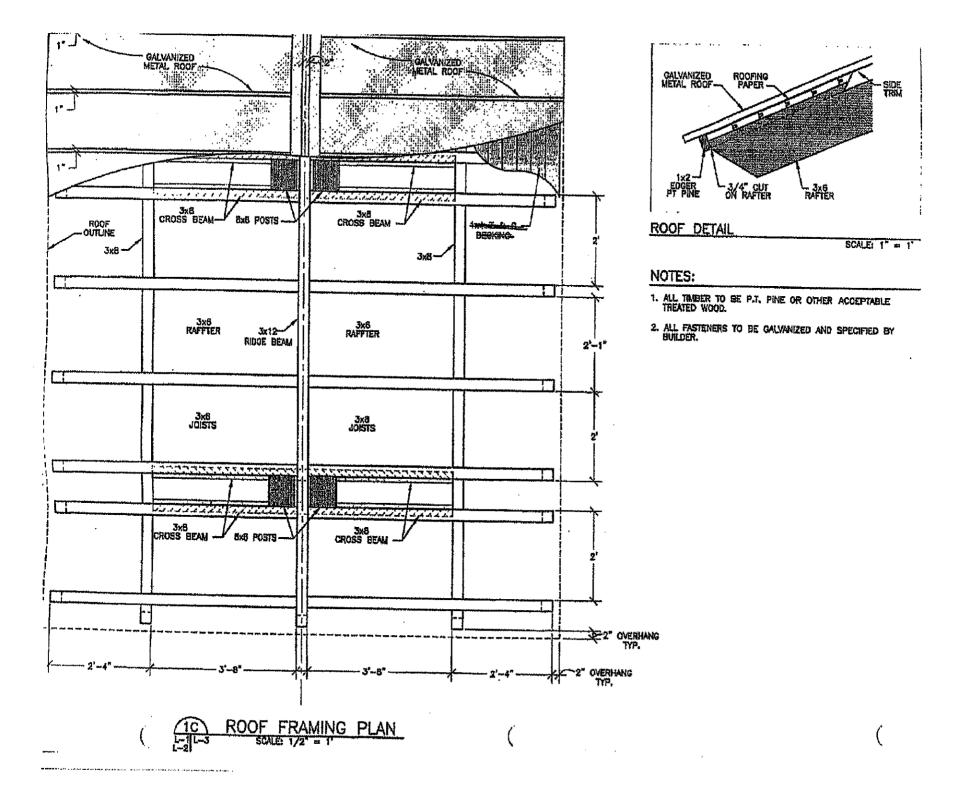


DISPLAY CASE SECTION

L-2 L-7 SCALE 1/2" = 1"-0"







### **Directions to Natural Lands Sites**

Black Bear Wilderness Area – North Oregon gate under transmission line – I-4 to 17-92 exit (Zoo exit), at the end of the ramp make left on Orange Blvd. To Missouri make a right (north) to Nebraska make a left, to North Oregon make a right and follow to entrance gate. BBWA – 5298 Michigan Ave. Sanford, Florida

Black Hammock Wilderness Area – is situated East of Lake Jesup. AT THIS TIME, THE BLACK HAMMOCK WILDERNESS AREA IS NOT OPEN TO THE PUBLIC but the St John River Water Management District has an area nearby with 1200 acres that offers hiking, horseback riding, etc. that is located at the end of Elm Street BHWA – 3276 Howard Ave., Geneva, Florida 32732

Chuluota Wilderness Area – I-4 to 434 (east, curves south) to 419 (Town House Restaurant on corner turn left, east at light) follow approximately 3 miles to Lake Mills Rd. turn left (east), follow to Curryville Rd. turn right (southeast) and follow to the entrance at 3895 Curryville Rd. on south (right) side.

CWA - 3895 Curryville Rd. Chuluota, Fl. 32766

**Econ River Wilderness Area** – entrance on Old Lockwood Rd. – Take State Rd. 434 north from SR50 or South from Oviedo to McCulloch Rd. turn east. Continue to end and turn left (north) on Old Lockwood Rd. Continue to entrance at 3795 Old Lockwood Rd. on right (east) side of road. ERWA - 3795 Old Lockwood Rd. Oviedo, Fl. 32765

Geneva Wilderness Area – Take State Rd. 46 east from Sanford to CR426 turn right (south) at the Handyway and follow approximately 1.6 miles to entrance on left at 3501 County Rd. 426. GWA - 3501 County Rd. 426 Geneva, Fl. 32732 Ph: EYNC (407) 349 1240

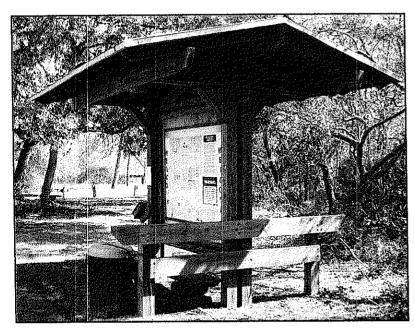
**Lake Jesup Wilderness Area** – (AKA Jesup Landing) – I-4 to Lake Mary Blvd. (east) to Sanford Ave. (south) to the entrance at Lake Jesup Park. LJWA - 5951 S. Sanford Ave. Sanford, Fl. 32773

Lake Proctor Site – Take State Rd. 46 east from Sanford to Geneva. Travel through the light at County Rd. 426 (Handway on corner) continue east approximately 1 mile to the small (power) line. Turn left into entrance at 920 East State Rd. 46.

LPWA - 920 State Rd. 46 Geneva, Fl. 32732

## REPRESENTATIVE SIGN AT 3501 N. COUNTY RD. 426 GENEVA







REPRESENTATIVE KIOSK AT 3501 N. COUNTY RD. 426 GENEVA

