

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
ROAD DEPARTMENT ASPHALT PATCH BODY  
SPECIFICATION PD 15-16.87**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND BID FORM WITH ORIGINAL SIGNATURE

HAVE YOU PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS MAY BE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND BID FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND BID FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.  
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**ROAD DEPARTMENT ASPHALT PATCH BODY**

**SPECIFICATION NUMBER PD 15-16.87**

**BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Wednesday, September 07, 2016**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

Grover Robinson IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Steven Barry  
Lumon J. May  
Douglas Underhill

From:

Claudia Simmons  
Purchasing Manager

**Procurement Assistance:**

Eddie H. Wehmeier  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4953  
Fax: (850) 595-4805

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

## NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

### **Sec. 46-110.-Local Preference in Bidding**

(d) **Preference in purchase of commodities and services by means of competitive bid.**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option).** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
  - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
  - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
  - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
  - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ROAD DEPARTMENT ASPHALT PATCH BODY  
PD 15-16.87**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND BID FORM**

ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

**EDDIE H. WEHMEIER**

**Invitation to Bid**

**Purchasing Specialist**

Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502

**ROAD DEPARTMENT  
ASPHALT PATCH BODY**

Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850) 595-4953 Fax No: (850) 595-4805

**SOLICITATION NUMBER: PD 15-16.87**

### **SOLICITATION**

MAILING DATE: Monday, August 08, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m. CDT, Wednesday, September 07, 2016 and may not be withdrawn within 90 days after such date and time.

#### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME:** \_\_\_\_\_

**REASON FOR NO OFFER:**

**ADDRESS:** \_\_\_\_\_

**CITY, ST. & ZIP:** \_\_\_\_\_

**PHONE NO.:** (\_\_\_\_) \_\_\_\_\_

**TOLL FREE NO.:** (\_\_\_\_) \_\_\_\_\_

**FAX NO.:** (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror

\_\_\_\_\_  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

\_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**Continued on next page.**  
**BID FORM**  
**Specification Number PD 15-16.87**  
**ROAD DEPARTMENT ASPHALT PATCH BODY**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Purchase of one (1) ROAD DEPARTMENT ASPHALT PATCH BODY** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following TOTAL price:

1 each **Grand Total** \$ \_\_\_\_\_

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

**(PLEASE TYPE INFORMATION BELOW)**  
**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_  
Occupational License No. \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Terms of Payment  
Net 30 Days \_\_\_\_

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com/our-services/purchasing/purchasing-laws-and-rules> Scroll to bottom of page to “Attachments” Click on: “General Terms and Conditions”

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
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  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
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13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.87 ROAD DEPARTMENT ASPHALT PATCH BODY,  
Name of Submitting Firm, Time and Date due.  
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must  
mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## 2. **Procurement Questions**

Procurement questions may be directed to Eddie H. Wehmeier, Purchasing Specialist, Phone: (850) 595-4953; Fax: (850) 595-4805. Final date for questions is: Friday, August 26, 2016 at 12:00 p.m.

## 3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

## 4. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery, and unloading to designated point within Escambia County. The Asphalt Patch Body shall be installed on a Escambia County owned Truck Cab & Chassis unit that will be delivered to the lowest responsive bidder's facility.

## 5. **Delivery**

Delivery to be as notified by Escambia County.

## 6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;

- 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
- 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
 Attention: Accounts Payable  
 221 South Palafox Place  
 Pensacola, FL 32502

10. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

11. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, or if used meet the specifications herein, and of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor

shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

12. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County or designee.

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **one (1)** years from date of delivery/acceptance by Escambia County or designee.

This shall be an unlimited warranty for **one (1)** years.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

14. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of origin
2. Warranty certifications
3. Copy of pre-delivery service report
4. DHSMV-82040, Application for certificate of title/registration.
5. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: ESCAMBIA COUNTY, FLORIDA.
6. Temporary tag
7. Sales tax exemption form (if required).
8. Forward all title work to:  
Road Department/Fleet Division  
ATTN: Maribelle Van Brussel  
601 Hwy 297A  
Cantonment, Florida 32533

15. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis to the lowest responsive bidder.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Additional Quantities**

For a period not exceeding **twelve (12)** months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the bid/proposal form shall be noted "offer is for specified quantity only."

**Non-Contract Insurance Requirements**

**Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The

contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County ' s acceptance of renovation or construction projects.

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County ' s vehicles.

**The General Liability and Garage Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

Garage liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Garagekeepers Coverage (LEGAL LIABILITY FORM)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party ' s liability for damage or other loss, including comprehensive and collision risks, to the County ' s vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Eddie H. Wehmeier, Purchasing Specialist  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805

Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or

consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**Exhibit "A"**  
**Invitation to Bid PD 15-16.87**

**ROAD DEPARTMENT ASPHALT PATCH BODY**

**Scope**

The Escambia County Road Department seeks to purchase a new Asphalt Patch Body for installation on a County owned Cab & Chassis unit. Unit will be utilized for "hot patch" road pothole repair throughout Escambia County. Unit must meet specifications as listed, within dimensional limits to be mounted on a 144" Cab to Axle, 33,000 GVWR clean frame chassis.

**Specifications**

**ASPHALT POTHOLE PATCHER BODY ONLY;**  
**(To be installed on Escambia County Truck Cab & Chassis dimensions—144" CA, clean frame)**

**BODY DIMENSIONS/FEATURES**

- 4.25 cubic yard, 6 ton capacity – 112"L x 50"H x 78"W
- 80 gallon built on tack tank
- Diamond Tread safety step side fenders with two ladders
- Body assist handles.
- Extra large stop, turn, emergency flashers with dual element integral lighting.
- Lockable tool storage compartment measuring 83" long, 18" deep and 10" high.
- Mud flaps

**BODY INSULATION**

- Asphalt aggregate hopper and road oil tank insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket.
- Hydraulic Operated Steel Top Doors.
  - **Two hydraulically operated bi-fold steel top doors that come with hex brake for rigidity.**
  - **Doors are insulated with 2" of high temperature insulation in a double steel jacket.**
  - **Rain seal caps and flex plates to keep asphalt out of the door hinges.**
  - **Each door has a 1 1/2" bore with a 13" stroke hydraulic cylinder with bypass and flow control valves.**
  - **Controls for the doors to be at the front of the unit behind the passenger side of the truck cab.**

**CAPACITY**

- Hopper capacity--4.25 cubic yards.

## **HEATING SYSTEMS**

- The body shall have a dry radiant heat chamber heated by 2 each 150,000 BTU retort tube propane burners with vertical exhaust stacks.
- Exhaust stacks to have an automatic electronic dampener that opens when burners are fired and close when burners shut off to prevent heat loss.
- The burners are thermostat controlled and regulated at 10 PSI.
- The ignition system is 12 volt DC with electronic igniter.
- Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating.
- Burner has two stages, ignites on 5 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater.
- Thermostats will be 0/300° F. solid state.

## **ELECTRONIC CONTROLS**

- All electronic controls will be solid state shock resistant.
- Thermostat for tack oil tank is 50/200°F.
- Thermostat for asphalt aggregate hopper is 0/300° F.
- Thermostat for the asphalt hopper has built in high limit safety shut down switch.
- Same thermostat controls the 12 volt LP Gas fired system and the 220 volt electric heating system.

## **EMULSION OIL TANK CAPACITY AND HEATING SYSTEM**

- Capacity—80 Gallon
- Tank has a double steel jacket with 2" insulation.
- Tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source.
- The emulsion pump and all lines are in an insulated heated area.
- The tank has 220 volt thermostat controlled NEMA explosion proof dry well electric heater and a hot well for storing the spray wand in cold weather.
- Tank has an 8" fill spout and a 2" gate valve on tank drain.
- Tank does not have to be drained for maintenance or change out of heater,

## **ELECTRIC HEATING SYSTEM**

- Asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, OSHA required NEMA explosion proof dry well electric heater, thermostat controlled with
- Equipped with 25' of cord with dual in-line 30 amp fuses with MOV 220 VAC surge absorber.
- Heating system is capable of maintaining heated material up to 300° F. during non-working hours.

## **FUEL**

- 50 gallon frame mounted LP gas bottle with quick fill connector, 10 psi regulator and fuel sight gauge.

### **TEMPERATURE GAUGES**

- Two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.

### **HAND TORCH**

- Equipped with hand torch for drying off repair site and cleaning hand tools
- 200,000 propane BTU hand torch with shut-off valve and 10' of hose with hose rack.
- Hand torch has mounting bracket for transport.

### **LIQUID ASPHALT OIL PUMP**

- Hydraulically driven, 1 1/2" self priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI.
- The emulsion pump and all oil lines are in an insulated heated area. The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip.

### **PAVEMENT BREAKER**

- Stanley BR45, Pavement Breaker, complete with quick couplers, asphalt cutter, tamper and detachable shank with lockable transporting bracket.

### **LIQUID ASPHALT HAND SPRAYER**

- A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve.
- Tank does not have to be drained for maintenance.
- Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.

### **HYDRAULIC PUMP**

- Gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.

### **HYDRAULIC OIL RESERVOIR**

- 30 gallon capacity with sight and temperature gauge, ventilated fill cap, 150 micron sump strainer and a 10 micron return filler.

### **HYDRAULIC OIL COOLER**

- Hydraulic oil cooler with shroud. The fan cooler operates on 12 volt DC
- Thermostat controlled at 115° F.

### **HYDRAULIC HOSE AND FITTINGS**

- All high pressure hoses and crimped fittings have a minimum of 9600 PSI burst pressure.

### **HYDRAULIC CONTROL VALVE**

- Five spool, two way, variable flow with 2200 PSI relief valve.
- Valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit.
- The valve has an internal or external safety design will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open. T
- System is designed to divert hydraulic oil pressure back to the tank.

- Electronic solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. Valve to be operated from the rear of machine by remote levers.
- To reduce maintenance problems the main directional control valve stack will have no electric solenoids.

#### **SCREW CONVEYOR**

- 10' long by 6" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted.
- Conveyor is driven by a 9200 in.lb. Torque variable speed hydraulic motor with forward and reverse.
- Shall have a delivery chute with 120° of pivot. All bearings can be greased from ground level.

#### **ASPHALT AGITATOR**

- Agitator shaft is built into the premix hopper and to be designed to break up asphalt bridging due to vibratory compaction.
- The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 9200 in.lb. torque variable speed hydraulic motor with forward and reverse.
- All bearings can be greased from ground level.

#### **POWER TAKE OFF**

- A Muncie or Chelsea Hot Shift or Electric Over Air Shift, depending on truck transmission model

#### **ELECTRONIC THROTTLE CONTROL**

- A two (2) or three (3) speed, depending on application, rear mounted remote switch
- As a safety feature, the switch will not function unless the park brake is set on the vehicle.

#### **DIESEL / RELEASING AGENT STORAGE TANK**

- An 18 gallon capacity tank, equipped with a 12 volt DC pump and a hand sprayer for cleaning tools and unit.
- There shall be a connector valve for flushing road oil pump and lines and a 1" drain.
- For hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front mounted spray wand with 3 ft. of hose.

#### **COLOR**

- Gloss Black.

#### **WORK DECK**

- Work Deck shall be constructed of 1/4" angle iron and 3/16" expanded metal with assist hand rails and shall be mounted between hopper and truck cab.
- Deck to provide easy and safe access to emulsion oil tank and asphalt hopper.

#### **SERVICE MANUALS**

- Two (2) parts, service and operators manuals to be furnished with unit.

## **WARRANTY**

- Full twelve (12) months against defects in material and workmanship of the body and on all parts and labor.

## **OPTIONS**

### **SPOILS BIN**

- Spoils bin 36" wide with a 1.50 cubic yard capacity
- Gravity dump.
- Asphalt spoils may be loaded or discharged from both sides of the truck.

### **VIBRATORY COMPACTOR PLATE**

- A Wacker WP 1550AW compactor equipped with a 5.5 hp gasoline Honda engine with auto oil alarm shut down. Operating weight is 190 lbs, centrifugal force is 3375 lbs, plate size is 19.5" x 23".
- Also features a water tank and locking holding brackets.

### **HYDRAULIC REAR LIFT PLATFORM**

- Hydraulically operated lift platform for loading or unloading a compactor plate or roller.
- Safety latch in the "up" position, an in-cab "platform down" indicator light with compactor or roller holding brackets.
- Pavement breaker mount.
- All controls for the platform are at the rear of the unit.

### **HYDRAULIC ASPHALT SAW**

- Stanley CO25-541 Asphalt Saw with blade

### **HYDRAULIC TOOL LINE HOSE REEL**

- Hose pressure is 3000 PSI with dual 25' hydraulic tool lines, including spring loaded auto retractable reel.

### **DIESEL FUEL HOSE REEL**

- For use with the diesel fuel spray wand, with 20' of hose including a spring loaded, auto retractable reel.

### **DRIP PAN**

- A ten gallon drip pan, unit mounted that is used for waste oil.

### **WATER TANK**

- A frame mounted, eight gallon tank with valve and hose. Provides a water supply for the asphalt compactor plate.
- Rust proof liner.

### **DIRECTIONAL ARROW BOARD**

- Wanco model WSBA-14 with 14 seal beams.
- Flashes left, right and warning bar.
- Board mounted on the rear of unit with in-cab controls.

### **SECONDARY AUGER MOTOR**

**TOOL HOLDERS**

- Two (2) Asphalt Lute/shovel holders

**DELIVERY**

BIDDER TO STATE APPROXIMATE DELIVERY DATE FROM PLACEMENT OF ORDER.  
BE ADVISED THAT THE ENTIRE UNIT, AFTER INSTALLATION OF ASPHALT PATCH BODY TO  
ESCAMBIA COUNTY'S TRUCK CAB & CHASSIS, IS TO BE DELIVERED TO ESCAMBIA COUNTY,  
FLORIDA.