

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR

SPECIFICATION NUMBER PD 15-16.089

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, FRIDAY, AUGUST 26, 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
Douglas Underhill
Lumon J. May

**From:
Claudia Simmons
Purchasing Manager**

Assistance:

Paul R. Nobles CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

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.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR
SPECIFICATION PD 15-16.089**

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)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS, IF REQUIRED

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD 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 AWARD 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**

**STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR
PD 15-16.089**

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

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SOLICITATION OFFER AND BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

**Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator**

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

**STREET AND NAVIGATION LIGHTING
MAINTENANCE AND REPAIR**

SOLICITATION NUMBER: PD 15-16.089

SOLICITATION

MAILING DATE: Monday, August 8, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 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.: (____) _____

BID BOND ATTACHED \$ _____

EMAIL _____

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.**

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR PD 15-16.089**, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, _____ hereby propose to provide at the following price: **Company**

GENERAL RATES			
Description	Unit Price	Bid Qty*	Ext
Technician – IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR		400	
Technician – IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM) /HR		25	
Technician – IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		240	
Technician – IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR		15	
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR		400	
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		15	
Office Assistant/HR		200	

GENERAL RATES			
Description	Unit Price	Bid Qty*	Ext
Aerial Bucket Truck (Standard)/HR		400	
Aerial Bucket Truck (Large)/HR		20	
Service Truck/ HR		240	
Maintenance of Traffic (Message Board Rental)/DAY		10	
Utility Coordination (Sunshine Spots)/PI		5	
Subtotal			
PARTS AND MATERIALS FIXTURE:			
Description	Unit Price	Bid Qty*	Ext
Cobrahead, 250W, 240V/EA		50	
Cobrahead, 400W, 480V/EA		50	
Cobrahead, 250W, 120V/EA		50	
Cobrahead, 250W, 480V/EA		50	
Cobrahead, 400W, 240V/EA		50	
Halophane, 150W, 480V/EA		50	
Subtotal			
PARTS AND MATERIALS LAMP:			
Description	Unit Price	Bid Qty*	Ext
High Pressure Sodium, 250W /EA		50	
High Pressure Sodium, 400W/EA		50	
Metal Halide, 70W /EA		50	
Metal Halide, 150W/EA		50	
Metal Halide, 175W/EA		50	
Subtotal			
PARTS AND MATERIALS BALLAST:			
Description	Unit Price	Bid Qty*	Ext
High Pressure Sodium, 120V, 250W/EA		50	
High Pressure Sodium, 120V, 400W/EA		50	
High Pressure Sodium, 240V, 250W/EA		50	
High Pressure Sodium, 240V, 400W/EA		50	
High Pressure Sodium, 480V, 250W/EA		50	
High Pressure Sodium, 480V, 400W/EA		50	
Subtotal			
PARTS AND MATERIALS BALLAST:			
Description	Unit Price	Bid Qty*	Ext
Metal Halide, 240V, 70W/EA		50	
Metal Halide, 240V, 150W/EA		50	
Metal Halide, 240V, 175W/EA		50	
Metal Halide, 480V, 70W/EA		50	
Metal Halide, 480V, 150W/EA		50	
Metal Halide, 480V, 175W/EA		50	
Subtotal			

PARTS AND MATERIALS PHOTO CELL:			
Description	Unit Price	Bid Qty*	Ext
Pedestal, 120V – EA		25	
Pedestal, 480V – EA		25	
Twist Lock, 120V – EA		25	
Twist Lock, 480V – EA		25	
Subtotal			
PARTS AND MATERIALS NAVIGATION LIGHTS AND MATERIALS:			
Description	Unit Price	Bid Qty*	Ext
Lantern, Red, LED – EA		10	
Lantern, Green, LED – EA		10	
Tide Gauge Light , White, 35W – EA		4	
Channel Marker Light – EA		4	
Fuse, 10 AMP – EA		50	
Surge Arrestor – EA		50	
Fuse Holder – EA		25	
Boot – EA		50	
12/2 SO Cable/LF		200	
10/2 SO Cable/LF		200	
Subtotal			
MARKUP (%) - Material Acquisition for materials not listed above:			%
TOTAL			

***Estimated for Bid Purposes Only**

(TO BE FILLED IN)

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. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: _____

Person to contact concerning this bid:

Phone _____

Email _____

Person to contact for emergency service:

Phone _____

Email _____

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
None Known	

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

CHARGES FOR NON-PERFORMANCE

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

MAINTENANCE OF STREET AND NAVIGATION LIGHTS

1. DEFINITIONS AND IDENTIFICATIONS:

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which allow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 ADMINISTRATOR

Whenever the term ADMINISTRATOR is used herein, it is intended to mean the County Administrator of Escambia County, his deputy, or his designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

1.2 BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 CONTRACTOR

The CONTRACTOR selected to perform the services pursuant to this Agreement.

1.4 COUNTY

Escambia County, a body corporate and political subdivision of the State of Florida.

1.5 PROGRAM DIRECTOR

The PROGRAM DIRECTOR of the Transportation and Traffic Operations Division, or designee.

1.6 MAINTENANCE

Work involving inspection, adjustment, repair, and replacement of street lights, navigation lights and vertical clearance gauge lights.

1.7 STREET LIGHT

An electric power-operated device by which the surface of streets, roads, and bridges are lighted. Appurtenances such as poles, luminaries, conduit, and photo-electric cells are considered to be part of street lights for purpose of this contract.

1.8 NAVIGATION LIGHT

Electric power-operated devices by which marine traffic is warned and guided. Appurtenances such as stanchions, conduit, and photo-electric cells are considered part of a navigation light for the purpose of this contract.

1.9 VERTICAL CLEARANCE GAUGE LIGHT

An electric powered spotlight that illuminates a vertical clearance gauge for marine vessels proceeding under a bridge. Appurtenances such as support arms, conduit, and photo-electric cells are considered part of a vertical clearance gauge light for the purpose of this contract.

2. SCOPE OF WORK:

The scope of work under this contract involves the preventive and response maintenance of street and navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

3. CONTRACTOR:

3.1 The CONTRACTOR hereby agrees or warrants in order carrying out this SCOPE OF WORK:

3.1.1 To furnish all transportation, plant, labor, materials, signs, supplies, equipment, and other facilities necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with, the applicable plans, specifications and addenda prepared by the PROGRAM DIRECTOR and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract, and shall perform all other obligations imposed by the contract. The COUNTY will not be responsible for furnishing any equipment or material to the CONTRACTOR. However, the COUNTY may choose to furnish specific parts and equipment to the CONTRACTOR. If parts and/or equipment are furnished, the CONTRACTOR may be required to sign a receipt for the equipment and safeguard the equipment until it is installed.

3.1.2 To provide 24-hour service for the repair of navigation lights. After-hours servicing of navigation lights will be coordinated with the Escambia County Sheriffs' Office and Escambia County Road Department. The CONTRACTOR will provide and maintain a telephone number where he, or his designee, can be reached on a 24-hour basis during the term of this contract. In the event the CONTRACTOR may anticipate in advance that he will be unavailable for any period of time, at such number, he shall so notify the PROGRAM DIRECTOR. If the CONTRACTOR will be available at any other number not on file with the COUNTY, the CONTRACTOR shall so notify the PROGRAM DIRECTOR, it being the intent of the parties that the

CONTRACTOR shall, to the extent practicable, take all reasonable steps to assure his availability for services on an emergency basis.

- 3.1.3** That the CONTRACTOR has a sufficient amount of prior satisfactory electrical experience to perform all of the work specified in this contract.
- 3.1.4** That persons installing, operating and maintaining such equipment be fully trained and qualified and that the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.
- 3.1.5** That workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any technician that uses profane or abusive language either verbal or bodily, or that interferes with the work of a county or state inspector or disobeys the instructions of the PROGRAM DIRECTOR shall be immediately and permanently discharged from work on this contract.
- 3.1.6** To keep, in stock, a sufficient number of spare luminaries, navigation beacons lenses, lamps, etc., to permit uninterrupted operation of street and navigation lights. Parts and equipment shall be on hand and readily available to the CONTRACTOR to comply with the performance standards and to adequately ensure the public safety.
- 3.1.7** To store, safeguard and maintain a written inventory of spare equipment, which is owned by the COUNTY. The PROGRAM DIRECTOR may retrieve any County-owned equipment from the CONTRACTOR at any time during normal business hours. The PROGRAM DIRECTOR may request a copy of the current inventory list from the CONTRACTOR at any time and the CONTRACTOR shall produce the list within two working days. At the end of the contract, the PROGRAM DIRECTOR may retrieve County-owned equipment from the CONTRACTOR or, relinquish any such equipment to the CONTRACTOR.
- 3.1.8** To comply with Florida Department of Transportation (FDOT) work site safety and maintenance of traffic standards. Reference documents include:
 - a) FDOT, Standard Specifications for Road and Bridge Construction, Section 10 (latest edition).
 - b) United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1e-1989), Part VI (latest edition).
 - c) Where excavations occur in sidewalks or other pedestrian ways, the CONTRACTOR shall provide a safe and orderly pedestrian passage over or around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, nor cause the pedestrians to walk upon unsuitable or hazardous surfaces.
 - d) At the end of each workday, and at all other times when construction operations are suspended, all equipment, materials, and other obstructions, shall be removed from the portion of the right-of-way normally open to traffic.

e) The CONTRACTOR shall assume all costs associated with the purchase or lease of materials and equipment needed to comply with safety standards, including arrow displays.

3.1.9 To coordinate with Gulf Power Company any and all transfers and adjustments of electrical service. The COUNTY shall pay fees charged by Gulf Power.

3.1.10 To replace, at the CONTRACTOR'S expense, sidewalk slabs, driveway slabs, and any other items, if they are damaged by maintenance activity. If damaged prior to arrival on-site, the cost of such replacement, if approved by the COUNTY, may be charged to the COUNTY under time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work being performed and after work is performed. These photos shall be electronically submitted with the invoice.

3.1.11 The CONTRACTOR shall protect all public land corners and monuments, which may be encountered during maintenance. Corners and monuments in conflict with work and in danger of being destroyed, damaged, or covered, shall be properly referenced by a Florida Registered Land Surveyor prior to beginning work at that site. The CONTRACTOR shall retain the Land Surveyor to reference and restore, upon completion of the work, all such corners and monuments. The CONTRACTOR shall assume all costs associated with the restoration of such corners and monuments.

3.2 BASE RATE SERVICES shall include the following:

3.2.1 PREVENTIVE MAINTENANCE SERVICES

The CONTRACTOR shall establish and perform a monthly/bi-monthly (once every 2 months) preventive maintenance schedule for all items included in Sections 9 and 10. Monthly service shall be performed for each navigation and vertical clearance gauge light, and a bi-monthly preventive maintenance service for the streetlights on the Bob Sikes Bridge. CONTRACTOR shall develop a preventive maintenance checklist, which includes, at a minimum, all of the issues and items listed in Sections 9 and 10. The maintenance schedule related to all items on the Bob Sikes Bridge shall be coordinated with the Bob Sikes Toll Facility Program Manager.

The checklist shall be approved by the PROGRAM DIRECTOR. An electrician, employed by the CONTRACTOR, shall complete a checklist for each light during each monthly/bi-monthly preventive maintenance service. The electrician who performs the service shall sign the checklist certifying that all specified work was completed. The checklist shall be forwarded electronically to the PROGRAM DIRECTOR with each monthly invoice. Toll fees associated with this work shall be incorporated in the base rate.

3.2.2 LOCATE LIGHTING EQUIPMENT

The CONTRACTOR shall perform utility locates for lights and appurtenances whenever reasonably requested by the PROGRAM DIRECTOR, utility companies, other CONTRACTORS, and the FDOT.

3.2.3 ADJUSTMENTS AND MINOR REPAIRS

The CONTRACTOR shall perform the adjustments and minor repairs listed below as part of the Base Rate Services, if they are performed during preventive maintenance services.

- a) Adjustments to sensors.
- b) All inspections, repairs, replacements, and adjustments, which use equipment/parts with a unit value of less than ten dollars (\$10.00).

3.3 REPAIR RATES shall include the following:

3.3.1 SERVICE CALLS

Responses to service calls and subsequent repairs, which may be necessary, shall be charged according to the Contractor's Rate Schedule. Parts and materials shall be charged only if repairs include material and parts with a value of at least ten dollars (\$10.00). Toll fees associated with this work shall be incorporated in the service truck rate.

3.3.2 VANDALISM, STORM DAMAGE, AND VEHICLE COLLISIONS

The CONTRACTOR shall repair all damage to lights as a result of vandalism, storm damage, and vehicle collisions. Such repairs shall be considered service calls and shall be charged according to the hourly rates and parts/materials rate schedule.

3.4 TERM

The term of this agreement shall be for a period of three (3) years commencing on October 1, 2016, and ending on September 30, 2019.

4. COMPENSATION AND METHOD OF PAYMENT:

COUNTY agrees to pay CONTRACTOR as compensation for its services under the terms of this Agreement, a fee to be computed as described below. The fee for maintenance services to be performed by the CONTRACTOR including all costs, expenses and fees, is to be paid as follows:

4.1 RATE SCHEDULE

The rate schedule as used herein shall mean the unit prices shown on the Rate Schedule.

4.2 METHOD OF PAYMENT

The CONTRACTOR shall be paid monthly. The CONTRACTOR shall submit an electronic invoice(s) covering all work performed during the preceding month to the PROGRAM DIRECTOR for approval. All charges shall be clearly itemized and placed into one of two categories: preventive maintenance or service calls.

- 4.2.1** Preventive maintenance and repairs conducted under Section 3.2 shall be charged according to the set monthly unit prices shown in the Rate Schedule.

- 4.2.2 Service calls shall be charged according to the hourly and parts/materials rates shown on the Rate Schedule.
- 4.2.3 All invoices must be submitted for payment on or before October 7th of each year for the previous fiscal year ending September 30th.

5. DOCUMENTATION:

The CONTRACTOR shall produce the documentation described below in an electronic format.

- 5.1 The monthly preventive maintenance invoice shall be accompanied by the preventive maintenance checklist and responses to correspondence from the PROGRAM DIRECTOR.
- 5.2 Service call invoices shall be accompanied by the following documentation:
 - 5.2.1 Work orders showing all labor hours, truck hours, parts, and materials used.
 - 5.2.2 Vendor invoices showing parts, materials, and/or equipment charged.
 - 5.2.3 All equipment, which is furnished by the COUNTY and installed by the CONTRACTOR, shall be identified as "County-furnished" on the work order.

5.3 Payment will be made to CONTRACTOR at:

6. RECORDS AND PERFORMANCE STANDARDS:

6.1 RECORDS

- 6.1.1 Maintenance and inventory records created by the CONTRACTOR shall become joint property of the COUNTY. CONTRACTOR shall furnish an electronic copy of all records requested to and by the PROGRAM DIRECTOR.
- 6.1.2 Maintenance Records: The CONTRACTOR shall keep orderly, accurate and up-to-date records of all work performed under this contract. Maintenance records shall include the following information:
 - a) Maintenance record number;
 - b) Type of malfunction reported, agency or person making notification, technician responding to notification, and problem found;
 - c) Dates and times of notification, arrival at the site, and completion of repairs;
 - d) Description of work performed, materials used, equipment used, and labor hours;
 - e) Location and light identification number.

6.2 PERFORMANCE STANDARDS:

6.2.1 RESPONSE TIMES

The CONTRACTOR agrees to have a technician at the site of the work to be performed, according to the schedule below, after the receipt of maintenance request. If the CONTRACTOR is already performing maintenance work on another light covered by this contract, then the CONTRACTOR shall respond immediately upon completion of the work in progress. If the CONTRACTOR fails to respond within the times specified in the schedule, in addition to the charges for non-performance set forth in the schedule, the COUNTY may exercise the right to have the work performed by another licensed electrical CONTRACTOR and charge back to the CONTRACTOR the cost so incurred, plus 10%.

6.2.2 RESPONSE TIME SCHEDULE

a) NAVIGATION LIGHTS

The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

b) VERTICAL CLEARANCE GAUGE LIGHTS

The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

c) STREETLIGHTS

The CONTRACTOR agrees to have a technician at the site of the work to be performed within forty-eight (48) hours after receipt of notice from the PROGRAM DIRECTOR or a call service, to correct malfunction or dark light.

d) EMERGENCY

When the PROGRAM DIRECTOR determines that an emergency or dangerous situation exists, the CONTRACTOR shall respond within 30 minutes of notification.

e) RESPONSE

When utility locates of lighting equipment are requested, the CONTRACTOR shall respond within forty-eight (48) hours.

6.2.3 REPAIR TIMES

The CONTRACTOR agrees to complete repairs, according to the schedule below, unless the PROGRAM DIRECTOR grants an extension of time:

Problem	Emergency (1)	Final (2)
Pole knockdown	90 minutes	30 days
Navigation light out	90 minutes	24 hours
Vertical clearance gauge light out	90 minutes	24 hours
Street light out	N/A	48 hours

- (1) Emergency repairs - restore proper and safe operation or in case of major repairs needed, make area safe and schedule necessary repairs.
- (2) Final repairs - restore to plan specifications.

CHARGES FOR NON-PERFORMANCE (Per Occurrence):

Failure to Transmit Maintenance Record Within Five (5) Business Days	\$1000
Failure to Respond to Trouble Call Within Specified Time	\$1000
Failure to Complete Repair Within Specified Time	\$1000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1000

6.2.4 REFERENCE DOCUMENTS

All materials and signal equipment furnished by the CONTRACTOR shall conform to the applicable requirements established by the following publications:

- a) Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
- b) Florida Department of Transportation, Design Standards, latest edition.
- c) National Electric Code, including latest revisions.

6.2.5 CERTIFICATION AND APPROVAL OF NEW EQUIPMENT

The CONTRACTOR shall, if requested, provide verification that equipment meets the minimum specifications established by the FDOT prior to its use under this contract. Unless otherwise specified, all equipment and materials shall be new.

Tideland Signal Corporation Model No. ML-155 navigation beacons shall be used unless the PROGRAM DIRECTOR specifies other equipment.

6.2.6 PULL BOXES

The CONTRACTOR shall install or replace all pull boxes in accordance with current FDOT Minimum Standards and Specifications.

6.2.7 NEW GROUNDING

The CONTRACTOR shall test each ground rod and rod assembly in accordance with current FDOT Minimum Standards and Specifications.

6.2.8 REMOVAL OF EQUIPMENT

- (a) Equipment that is removed and deemed by the CONTRACTOR as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order. Such equipment shall be labeled as COUNTY property with the location from which it is removed.
- (b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department, 601 North Highway 297A, Cantonment.
- (c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

7. MISCELLANEOUS:

7.1 TERMINATION

This Agreement may be terminated by either party for cause or upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the CONTRACTOR shall be paid its compensation for services performed up to the termination date. All COUNTY furnished software, parts and equipment, and reports prepared by the CONTRACTOR, shall become the property of the COUNTY and shall be delivered by the CONTRACTOR to the COUNTY. All maintenance records in custody of the CONTRACTOR shall be delivered to the COUNTY.

7.2 SUBCONTRACTORS

In the event the CONTRACTOR, during the course of the work under this agreement requires the services of any subcontractors or other professional associates in connection with services covered by this agreement, the CONTRACTOR must secure the prior written approval of the PROGRAM DIRECTOR.

7.3 ASSIGNMENT

This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, by the CONTRACTOR, without the prior written consent of the COUNTY. However, the agreement shall remain with the Escambia County Board of County Commissioners and its successors.

7.4 REPRESENTATIVE OF CONTRACTOR

The CONTRACTOR shall inform the CONTRACT ADMINISTRATOR in writing of the CONTRACTOR'S representative to whom matters involving the administration of the project shall be addressed.

7.5 ATTORNEY'S FEES

Should litigation or arbitration occur between the parties relating to enforcement or interpretation of this Agreement, the other party shall pay reasonable costs and attorney fees incurred by the prevailing party.

7.6 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.7 WARRANTY

The CONTRACTOR warrants his workmanship for one (1) year following installation of new materials and equipment. The CONTRACTOR also agrees to correct any defect in workmanship within the repair time standards established in Article 6, paragraph 6.2 of this contract.

7.8 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States Postal Service, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wit:

For Escambia County:
Escambia County
Transportation and Traffic Operations
Attention: Program Director
3363 West Park Place
Pensacola, Florida 32505

For CONTRACTOR:

8. APPLICABLE LAWS AND REGULATIONS:

8.1 The CONTRACTOR shall conform to all applicable State, Federal and local laws, ordinances and regulations, including but not limited to the following:

8.1.1 Florida Workers' Compensation Statute 440, as amended.

8.1.2 Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards.

- 8.1.3 Occupational Safety and Health Act, 29 CFR 1926, Construction Industry Standards, particularly with respect to Hazard Communications Standards and Trenching and Shoring Standards.
- 8.1.4 Florida Administrative Code, Rules 38F and 381.
- 8.1.5 Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 102, latest edition.

8.2 The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

8.3 The failure of the COUNTY to enforce at any time or period of time any one or more of the Provisions of the Agreement shall not be construed to be, and shall not be a waiver of, any provision or provisions or of its right thereafter to enforce each and every such provision.

8.4 Should any provision of the Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any other section or part thereof.

9. DETAIL OF PREVENTIVE MAINTENANCE SERVICES:

9.1 NAVIGATION LIGHTS (MONTHLY INSPECTIONS AND SERVICES)

9.1.1 LAMPS AND LENSES

Visually check for cleanliness, lamp outages, and broken lenses.

9.1.2 PHOTO-ELECTRIC CELLS

Visually and manually check for condition and operation.

9.1.3 LIGHTS

Inspect housing, brackets, hangers, and wiring.

9.1.4 ELECTRIC SERVICE

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

9.2 VERTICAL CLEARANCE GAUGE LIGHTS (MONTHLY INSPECTIONS AND SERVICES)

9.2.1 LAMPS AND LENSES

Visually check for cleanliness, lamp outages, and broken lenses.

9.2.2 PHOTO-ELECTRIC CELLS

Visually and manually check for condition and operation.

9.2.3 LIGHTS

Inspect housing, brackets, hangers, and wiring.

9.2.4 ELECTRIC SERVICE

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

9.3 STREET LIGHTS (BI-MONTHLY INSPECTIONS AND SERVICES)

9.3.1 LUMINARIES

Visually check for breakage and lamp outages.

9.3.2 PHOTO-ELECTRIC CELLS

Visually and manually check for condition and operation.

9.3.3 POLES AND ARMS

Inspect for rigidity and verticality. Inspect foundation, grounding, and base plates.

9.3.4 ELECTRIC SERVICE

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

10. STREET AND NAVIGATIONAL LIGHTS TO BE MAINTAINED:

10.1 STREET LIGHTS

Barrancas Ave./Bayou Chico Bridge/
From City Limits to West End – 27
Bob Sikes Bridge – 40
Creighton Rd./Hilburn Rd. – 3
Creighton Rd./Plantation Rd. – 4
Davis Hwy./Airport Blvd. – 4

Davis Hwy./I-10 Interchange -
Between Bloodworth Ln. and Northcross Ln. – 26
Hwy. 29/Airport Blvd. – 4
Hwy. 29/Brent Ln./Beverly Pkwy. – 4
Hwy. 29/Burgess Rd. – 2
Hwy. 29/Diamond Dairy Rd. – 2
Hwy. 29/Industrial Blvd. – 3
Hwy. 29/Pinestead Rd. – 2

Hwy. 29/Stumpfield Rd./Marcus Pointe Blvd. – 3
Hwy. 29/W St. – 3
Lillian Hwy./From LaPaz St. to San Sebastian Cr. – 5
Navy Blvd./Bayou Chico Bridge – 2
Nine Mile Rd./Guidy Ln. – 3
Olive Rd/Cody Ln. - 2
Palafox Hwy./Airport Blvd. – 4
University Pkwy. – 186

10.2 NAVIGATIONAL LIGHTS

Bob Sikes Bridge – 12
Sunset Bridge – 12 (Proposed)

10.3 VERTICAL CLEARANCE LIGHTS

Bob Sikes Bridge – 2
Sunset Bridge – 2 (Proposed)

10.4 OVERHEAD SIGN LIGHTING

Davis Hwy – 41

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace 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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug 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 Paragraphs 1 through 5.

Check one:

- _____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
E-mail: _____
Telephone Number: _____
Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

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 varies 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>
Click on **ON-LINE SOLICITATIONS**

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**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
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 15-16.089, STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR, 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 STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR.

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.

“Scope of Work” Summary:

The scope of work under this contract involves the preventive and response maintenance of street and navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: prnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

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

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

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 payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. 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 Palafox Place
Pensacola, FL 32502

10. **Warranty**

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

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.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **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.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

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 (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **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.)

21. **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.

Insurance Requirements

22. **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.

Business Auto Liability Coverage

Business auto 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.

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

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 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.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. 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.

23. **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.