

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**TRAFFIC SIGNAL CONSTRUCTION**

**SPECIFICATION NUMBER PD 15-16.090**

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  
2<sup>nd</sup> 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  
TRAFFIC SIGNAL CONSTRUCTION  
SPECIFICATION PD 15-16.090**

**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, TRAFFIC SIGNAL CONSTRUCTION, 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**

**TRAFFIC SIGNAL CONSTRUCTION  
PD 15-16.090**

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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

**TRAFFIC SIGNAL CONSTRUCTION**

**SOLICITATION NUMBER: PD 15-16.090**

**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 **TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090**, 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**

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF		100	
630-2-12	Conduit – Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit – Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		500	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
632-7-6	Cable, Signal – Remove Intersection	PI		500	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13” x 24”	EA		20	
635-2-12	Pull and Splice Box – 24” x 36”	EA		1	
635-2-13	Pull and Splice Box – 30” x 60” Rectangular Or 36” Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
639-3-11	Electrical Service Disconnect – Pole	EA		5	
639-3-12	Electrical Service Disconnect – Cabinet	EA		5	
639-3-60	Electrical Service Disconnect, Remove – Pole or Cabinet to Remain	EA		5	
639-4-3	Emergency Generator –Portable – FDOT Furnished	EA		1	
639-4-5	Emergency Generator -Portable-Monitor and Refuel	HR		40	
641-1	Strain Poles Guying, Concrete	EA		1	
641-2-11	Pre-stressed Concrete Pole, Type P-II Pedestal	EA		20	
641-2-12	Pre-stressed Concrete Pole, Type P-II Service Pole	EA		5	
641-2-13	Pre-stressed Concrete Pole, Type P-III	EA		5	
641-2-14	Pre-stressed Concrete Pole, Type P-IV	EA		5	
641-2-15	Pre-stressed Concrete Pole, Type P-V	EA		5	
641-2-16	Pre-stressed Concrete Pole, Type P-VI	EA		5	
641-2-17	Pre-stressed Concrete Pole, Type P-VII	EA		5	
641-2-18	Pre-stressed Concrete Pole, Type P-VIII	EA		5	
641-2-19	Pre-stressed Concrete Pole, Custom Design	EA		1	
641-2-30	Pre-stressed Concrete Pole, Install	EA		1	
641-2-60	Pre-stressed Concrete Pole, Complete Pole Removal, Pedestal/Service Pole	EA		1	
641-2-70	Pre-stressed Concrete Pole, Shallow Pole Removal	EA		1	
641-2-80	Pre-stressed Concrete Pole, Complete Pole Removal	EA		1	
643-125	Strain Pole, Wood, 25'	EA		1	
643-130	Strain Pole, Wood, 30'	EA		1	
643-140	Strain Pole, Wood, 40'	EA		1	
643-145	Strain Pole, Wood, 45'	EA		1	
643-150	Strain Pole, Wood, 50'	EA		1	
646-1-11	Aluminum Signal Pole, Pedestal	EA		1	
646-1-12	Aluminum Signal Pole, Pedestrian Detector Post	EA		1	
649-1-10	Steel Strain Pole, Pedestal	EA		20	
649-1-11	Steel Strain Pole, Type PS-IV	EA		5	
649-1-12	Steel Strain Pole, Type PS-V	EA		5	
649-1-13	Steel Strain Pole, Type PS-VI	EA		5	
649-1-14	Steel Strain Pole, Type PS-VII	EA		5	-
649-1-15	Steel Strain Pole, Type PS-VIII	EA		5	-
649-1-16	Steel Strain Pole, Type PS-IX	EA		5	-
649-31-101	Steel Mast Arm Assembly, (36')	EA		1	-
649-31-102	Steel Mast Arm Assembly, (46')	EA		1	-
649-31-103	Steel Mast Arm Assembly, (60')	EA		1	
649-31-104	Steel Mast Arm Assembly, (70.5')	EA		1	
649-31-105	Steel Mast Arm Assembly, (78')	EA		1	
649-31-106	Steel Mast Arm Assembly, (36' w/Luminaire)	EA		1	
649-31-107	Steel Mast Arm Assembly, (46' w/Luminaire)	EA		1	
649-31-108	Steel Mast Arm Assembly, (60' w/Luminaire)	EA		1	
649-31-109	Steel Mast Arm Assembly, (70.5' w/Luminaire)	EA		1	
649-31-110	Steel Mast Arm Assembly, (36'-36')	EA		1	
649-31-111	Steel Mast Arm Assembly, (36'-46')	EA		1	
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA		1	

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
649-31-113	Steel Mast Arm Assembly, (36'-70.5')	EA		1	
649-31-114	Steel Mast Arm Assembly, (46'-46')	EA		1	
649-31-115	Steel Mast Arm Assembly, (46'-60')	EA		1	
649-31-116	Steel Mast Arm Assembly, (46'-70.5')	EA		1	
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA		1	
649-31-118	Steel Mast Arm Assembly, (60'-70.5')	EA		1	
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA		1	
649-36-300	Mast Arm, Remove Shallow Foundation, Bolt on Attachment	EA		1	
649-36-500	Mast Arm, Remove Deep/Complete Foundation, Bolt on Attachment	EA		1	
650-1-11	Traffic Signal – 1 Section, 1 Way, Aluminum	AS		5	
650-1-24	Traffic Signal – 3 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS		30	
650-1-26	Traffic Signal – 4 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS		5	
650-1-29	Traffic Signal – 5 Section, 1 Way, Polycarbonate, W/Aluminum Top (Cluster)	AS		20	
650-1-34	Traffic Signal – 3 Section, 1 Way, Polycarbonate	AS		10	
650-1-36	Traffic Signal – 4 Section, 1 Way, Polycarbonate	AS		10	
650-1-38	Traffic Signal – 5 Section, 1 Way, Polycarbonate (Straight)	AS		10	
650-1-44	Traffic Signal – 3 Section, 1 Way, Programmable	AS		1	
650-1-60	Traffic Signal, Remove	AS		10	
653-1-11	Pedestrian Signal – LED, 1 Way, Countdown-Standard	EA		25	
653-1-12	Pedestrian Signal – LED, 2 Way, Countdown-Standard	EA		15	
653-1-40	Pedestrian Signal, Relocate	EA		15	
653-1-60	Pedestrian Signal, Remove Pedestrian Signal Pole/Pedestal to Remain	EA		15	
654-1-20	In Roadway Light Assembly, Solar Powered, Complete	AS		10	
654-2-21	Rectangular Rapid Flashing Beacon, Solar Powered Complete Single Direction	AS		10	
654-2-22	Rectangular Rapid Flashing Beacon, Solar Powered Complete Back to Back	AS		10	
660-1-101	Loop Detector – Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA		10	
660-1-102	Loop Detector – Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Delay	EA		10	
660-1-103	Loop Detector – Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA		10	-
660-1-104	Loop Detector – Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Delay	EA		10	-
660-1-105	Loop Detector – Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA		10	-
660-1-106	Loop Detector – Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Delay	EA		10	-
660-1-107	Loop Detector – Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA		5	-
660-1-108	Loop Detector – Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Delay	EA		5	-

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
660-1-109	Loop Detector – Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA		5	-
660-1-110	Loop Detector – Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Delay	EA		5	
660-1-111	Loop Detector – Inductive, Type 11, 4 Channel, Solid State, Rack Mounted	EA		5	
660-1-112	Loop Detector – Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Delay	EA		5	-
660-2-101	Loop Assembly – Type A - (6'x50')	AS		25	
660-2-102	Loop Assembly – Type B - (6'x6')	AS		25	
660-2-106	Loop Assembly – Type F- (6'x50')	AS		25	
660-4-11	Vehicle Detection System-Video Cabinet Equipment	EA		1	
660-4-12	Vehicle Detection System-Video Above Ground Equipment	EA		1	
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA		1	
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA		1	
660-4-51	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA		1	
665-1-11	Pedestrian Detector – Standard	EA		10	
665-1-12	Pedestrian Detector – Accessible	EA		10	
665-1-60	Pedestrian Detector – Remove Pole/Pedestal to Remain	EA		10	
670-4-1	Intersection Control Beacon Complete	AS		1	
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS		5	
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS		1	
670-5-151	Traffic Controller Assembly, ATC, One Pre-emption Plan	AS		5	
670-5-152	Traffic Controller Assembly, ATC, Two Pre-emption Plans	AS		1	
670-5-400	Traffic Controller Assembly, Modify	AS		1	
670-5-500	Traffic Controller Assembly, Relocate Controller w/ Cabinet	AS		1	
670-5-600	Traffic Controller Assembly, Remove Controller w/ Cabinet	AS		1	
671-2-11	Traffic Controller Without Cabinet – In Existing Cabinet, NEMA	EA		10	
671-2-30	Traffic Controller, Install	EA		5	
671-2-40	Traffic Controller, Modify	EA		1	
671-2-50	Traffic Controller, Relocate – Without Cabinet	EA		1	
671-2-60	Traffic Controller, Remove – Cabinet to Remain	EA		5	
676-2-300	ITS Cabinet, Install	EA		2	
676-2-600	ITS Cabinet, Remove	EA		2	
682-1-113	ITS CCTV Camera, Dome PTZ Enclosure – Pressurized, IP, HD	EA		2	
682-1-300	ITS CCTV Camera, Install	EA		2	
682-1-400	ITS CCTV Camera, Relocate	EA		2	
684-1-1	Managed Field Ethernet Switch, F&I	EA		5	
684-1-3	Managed Field Ethernet Switch, Install	EA		5	

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
684-3-11	Digital Video Encoder, w/ Software Encoder, Hardened Encoder	EA		5	
684-3-31	Digital Video Encoder, w/ Software Encoder, Install, Hardened Encoder	EA		5	
684-5-1	Media Converter	EA		5	
684-5-3	Media Converter, Install	EA		5	
684-6-11	Wireless Communication Device, Ethernet Access Point	EA		5	
684-6-12	Wireless Communication Device, Ethernet Subscriber Unit	EA		5	
684-6-13	Wireless Communication Device, Serial Data Unit	EA		5	
685-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	EA		5	
685-1-14	Uninterruptible Power Supply, Online/Double Conversion w/ Cabinet	EA		5	
700-5-21	Internally Illuminated Sign, Overhead Mount, Up to 12 Sq Ft	EA		5	
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 Sq Ft	EA		5	
700-11-161	Electronic Display Sign, Grd/Mt. AC/Powered w/S.F.B. & Flashing Beacons	AS		5	
700-11-261	Electronic Display Sign, Grd/Mt. Solar/Powered w/S.F.B. & Flashing Beacons	AS		5	
700-12-11	Sign Beacon, Ground Mount – AC Powered, One Beacon	AS		10	
700-12-12	Sign Beacon, Ground Mount – AC Powered, Two Beacon	AS		10	
700-12-21	Sign Beacon, Ground Mount – Solar Powered, One Beacon	AS		10	
700-12-22	Sign Beacon, Ground Mount – Solar Powered, Two Beacon	AS		10	
			<b>TOTAL</b>	<b>\$</b>	

**NOTES**

1. All Bid Rates are furnished and installed unless otherwise noted.
2. Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.
3. The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers COUNTY a better value based upon the reliability, quality of service, or product of such other bidder. In the event COUNTY awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

4. The CONTRACTOR'S accepted allowable markup for acquiring any parts, materials and equipment not specifically listed in this bid form shall be 10% of the purchased price.
5. The COUNTY reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the CONTRACTOR for the labor and necessary equipment to install.

**(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

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition.
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest edition.

#### 1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities necessary to complete the work described in this specification.
- b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, shall apply.

#### 2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or work order includes installation of County-furnished equipment, the COUNTY will provide such equipment to the CONTRACTOR when the construction progress allows or as designated in the plans or work order. The COUNTY will bear the costs of correcting any defects in the equipment stored prior to CONTRACTOR'S start date that was found by the CONTRACTOR. The CONTRACTOR will maintain the equipment in proper operational condition while in their possession at no cost to the COUNTY until either final acceptance or the equipment is returned to the COUNTY.

## **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Equipment that is removed and deemed by the COUNTY as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order or placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.
- b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 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.

## **PART 3 - EXECUTION**

### **3.1 QUALIFICATIONS**

- a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, advanced traffic management systems (ATMS), closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Level II Traffic Signal Technician level, or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

### **3.2 OPERATIONS**

- a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by construction activity. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the 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 performed and after work is performed.
- b) All public land corners and monuments encountered shall be protected by the CONTRACTOR. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.
- c) The CONTRACTOR shall assume all costs associated with restoration of corners and monuments.
- d) The CONTRACTOR shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- e) The CONTRACTOR shall remove all surplus materials from the right-of-way within 24 hours.
- f) The CONTRACTOR warrants his workmanship for one (1) year following conditional acceptance of the work.

- g) The CONTRACTOR agrees to correct any defect in workmanship within ten (10) business days of receipt of notice from the Contract Manager.

### 3.3 REPORTS

- a) The CONTRACTOR shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.
- b) The CONTRACTOR shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.

### 3.4 COMPLETION TIME

The CONTRACTOR shall complete work according to the schedule specified in the work order. Typically, completion time will be specified according to the schedule provided below.

- a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: Complete within 60 days.
- b) Construct new multi-phase traffic signal: Order equipment from vendors within ten (10) business days from work order issue date. Complete installation within 30 days upon receipt of all equipment from vendors.
- c) Install signal head and/or cable to create a left-turn phase: Complete within 30 days.
- d) Install new controller assembly: Order equipment from vendor within five (5) business days from work order issue date. Complete installation within 30 days upon receipt from vendor.
- e) Install pedestrian detector station (with or without signals): Complete within 30 days.
- f) Install new loop assembly: Complete within ten (10) business days.

#### **CHARGES FOR NON-PERFORMANCE (Per Occurrence)**

Failure to comply with FDOT Maintenance of Traffic Standards      \$1000

### 3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, shall apply unless otherwise specified in the work order.

**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 15-16.090, TRAFFIC SIGNAL CONSTRUCTION, 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 TRAFFIC SIGNAL CONSTRUCTION.**

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 work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

### 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](mailto: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.