ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST

RE-BID ROAD DEPARTMENT GRAPPLE - BOOM TYPE LOADER BODY SPECIFICATION PD 16-17.009

- HOW TO SUBMIT YOUR BID

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

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND BID FORM WITH ORIGINAL SIGNATURE

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

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

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

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

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

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID ROAD DEPARTMENT GRAPPLE - BOOM TYPE LOADER BODY

SPECIFICATION NUMBER PD 16-17.009
BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CST, Wednesday, November 23, 2016
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

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

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:

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

SPECIAL ACCOMMODATIONS:

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

NOTICE

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

NOTICE

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

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d***) Preference in purchase of commodities and services by means of competitive bid.*** Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

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

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

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

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

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

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

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

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

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

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

RE-BID ROAD DEPARTMENT GRAPPLE - BOOM TYPE LOADER BODY
PD 16-17.009

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

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
EDDIE H. WEHMEIER
Purchasing Specialist
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) 595-4953 Fax No: (850) 595-4805

Invitation to Bid

RE-BID ROAD DEPARTMENT GRAPPLE - BOOM TYPE LOADER BODY

SOLICITATION NUMBER: PD 16-17.009

SOLICITATION

MAILING DATE: Monday, October 24, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m. CST, Wednesday, November 23, 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 RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (_____)_____

REASON FOR NO OFFER:
_____

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

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

Continued on next page.

BID FORM

Specification Number PD 16-17.009

RE-BID ROAD DEPARTMENT GRAPPLE - BOOM TYPE LOADER BODY

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

Date:_____

Commissioners:

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

1 each **Grand Total** $_____

CONTRACTOR REQUIREMENTS

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

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number_____

Occupational License No._____

Bidder:_____

By:_____

Signature:_____
Title:_____
Address:_____
_____

Person to contact concerning this bid:
_____
Phone/Toll Free/Fax #_____
_____
E-Mail Address:_____
Home Page Address:_____

Terms of Payment
Net 30 Days ___

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

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

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

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

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

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
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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 16-17.009 RE-BID ROAD DEPARTMENT GRAPPLE - BOOM TYPE LOADER BODY, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

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

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

Conduct of Participants

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

Definitions

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

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

Sanctions

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

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

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

2. **Procurement Questions**

Procurement questions may be directed to Eddie H. Wehmeier, Purchasing Specialist, @ eddie_wehmeier@myescambia.com Phone: (850) 595-4953; Fax: (850) 595-4805. Final date for questions is: Thursday, November 10, 2016 at 12:00 p.m.

3. **Bid Forms**

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

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

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

5. **Delivery**

Delivery to be as notified by Escambia County.

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

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

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

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

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Safety Regulations**

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

8. **Codes and Regulations**

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

9. **Payment**

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

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

10. **Information and Descriptive Literature**

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

11. **Equipment/Service**

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

All equipment shall be new, or if used meet the specifications herein, and of current manufacturer in

production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

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

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

12. **Assembly and/or Placement**

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

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **three (3)** years from date of delivery/acceptance by Escambia County or designee.
This shall be an unlimited warranty for **one (1)** years.
Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

14. **Manuals**

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

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

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

1. Statement of origin
2. Warranty certifications
3. Copy of pre-delivery service report
4. DHSMV-82040, Application for certificate of title/registration.
5. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: ESCAMBIA COUNTY, FLORIDA.
6. Temporary tag
7. Sales tax exemption form (if required).
8. Forward all title work to:

   Road Department/Fleet Division
   ATTN: Maribelle Van Brussel
   601 Hwy 297A
   Cantonment, Florida 32533

15. **Pricing**

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

16. **Term of Offer**

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

17. **Award**

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

18. **Termination**

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

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

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

20. **As Specified**

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

21. **Quantity**

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

22. **Additional Quantities**

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

Non-Contract Insurance Requirements

Standard Insurance Requirements and Certificates

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

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

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

County Insurance Required

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

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

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

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

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

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

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

The contractor’s deductibles/self-insured retentions shall be disclosed to the County and may be

disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

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

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

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

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

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

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

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

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

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

Garagekeepers Coverage (LEGAL LIABILITY FORM)
Garagekeepers Liability insurance is to be purchased to cover the Other Party′s liability for damage or other loss, including comprehensive and collision risks, to the County′s vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is

legally liable for the loss.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

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

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

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

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

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

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage

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

Exhibit A
Escambia County Re-Bid Road Department
Grapple-Type Loader Body
Scope

This Re-Bid is due to the previous responses exceeding the Department's available budget.

The Escambia County Road Department seeks to purchase a new Grapple- Boom Type Loader Body for installation on a County owned Cab & Chassis unit. Unit will be utilized for trash/limb/debris removal from roadsides throughout Escambia County. Unit must meet specifications as listed, within dimensional limits to be mounted on a 242" WB, 168" Cab to Axle, 100" After frame, 35,000 GVWR chassis.

SPECIFICATIONS: GRAPPLE-BOOM TYPE LOADER, TRUCK MOUNT INSTALLATION

UNIT TO BE MANUFACTURER INSTALLED ON COUNTY-OWNED CAB AND CHASSIS UNIT

GENERAL SPECIFICATIONS:

- Reach (from centerline rotation): 20 feet 7 inches
- Main Boom and Tip Boom: 16 feet 7 inches
- Tip Extension: 4 feet
- Tare Weight (empty): 23,000 lbs
- Front Axle Weight: 8,510
- Rear Axle Weight: 14,490 lbs
- Outrigger Span: 11 feet 8 inches
- Storage Height: 11 feet 3 inches
- Dump Body Hoist Capacity: 23 tons
- Heavy duty swing motor
- Boom up warning: light/audible
- Tandem pump
- H-style outriggers
    - Horizontal and vertical outriggers act independently of each other. Allows the operator to custom place around obstructions and traffic patterns.

LIFTING CAPACITY

- 10 Foot Radius: 7,100 lbs
- 16 Foot Radius: 4,400 lbs
- 20 Foot Radius: 3,200 lbs

*Weight of bucket and/or attachments must be subtracted from lift capacities shown. Standard bucket weight: approximately 1,000 pounds. Capacities shown do not exceed 85% of vehicle tipping moment with outriggers fully extended on firm, level ground.

STANDARD BUCKET FEATURES

- All purpose clamshell design
- 4 feet wide with an opened width of 5 feet.
- High impact tempered steel used on bucket cutting edges for extended life.
- Reverse curve shape helps prevent scalping of lawns.
- Continuous rotation with no hoses below bucket rotator.

STANDARD TRASH DUMP BODY

- Hardox body, 18 feet, 24 cubic yard capacity
- 1/8" side plate
- 3/16" solid plate floor on cross members with 12" centers.
- Scissor Hoist system, 23 ton lift capacity
- Donovon Electric Tarp Assembly
- Standard barn-style doors
- Amber LED Flashers in rear corner posts
- LED type body lights
- Standard Black Paint

OPERATOR CONTROLS

- Dual manual controls (greaseless) for outriggers and loader on both sides of the truck for easy access and visibility.
- Control pattern

STRUCTURAL

- A-frame pedestal design allows flexing under repeated load shocks.
- Replaceable Cast Nylon bushings used in head assembly; head assembly is stress relieved.
- Reinforced connection points with hardened pins and replaceable bushings.
- Counterbalance valves used on boom cylinders and pilot operated check valves used on vertical outrigger cylinders.

SERVICE MANUALS

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

WARRANTY

- Three year structural, one year hydraulic.

DELIVERY

- bidder to state approximate delivery date from placement of order