

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**INSTALLATION, REFURBISH, AND REMOVAL OF PAVEMENT MARKINGS
AND ASSOCIATED ITEMS
SPECIFICATION NUMBER PD 16-17.072**

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, OCTOBER 03, 2017

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

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing
Conference Room, 11.407, at **3:30 PM CDT, September 19, 2017**

Board of County Commissioners

Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) 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 suchtime 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:

Sec. 46-110.-Local Preference in Bidding

(a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

(b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

- (1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
- (2) Holds any business license required by Escambia County or Santa Rosa County, and
- (3) Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

(c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

(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 \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** 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 \$249,999.99, 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 (7%)** 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, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** 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 \$999,999.99, 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 (5%)** 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 is within **two percent (2%)** 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 (4%)** 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.

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 Escambia County Office of Purchasing within five (5) 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 Escambia County 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.

(h) Penalties:

(1) Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

(2) Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **fifty percent (50%) 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
INSTALLATION, REFURBISH, AND REMOVAL OF PAVEMENT MARKINGS
AND ASSOCIATED ITEMS
SPECIFICATION PD 16-17.072**

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 the date and hour 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 THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE 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, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

**This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.**

**INSTALLATION, REFURBISH, AND REMOVAL OF PAVEMENT MARKINGS AND
ASSOCIATED ITEMS
PD 16-17.072**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.

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

	<u>Page</u>
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	8
Drug-Free Workplace Form **	10
Information Sheet for Transactions and Conveyances Corporate Identification **	11
List of General Terms and Conditions (Incorporated by Reference)	13
Special Terms and Conditions	15
Technical Specifications	29

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Jeffrey Lovingood

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: 850-595-4980

Invitation to Bid

**Installation, Refurbish, and Removal of
Pavement Markings and Associated Items**

Solicitation Number PD 16-17.072

Solicitation

MAILING DATE: August 07, 2017

PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 3:30 PM CDT, September 19, 2017.

OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, October 03, 2017, and may not be withdrawn within 90 day after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY

OFFEROR) Federal Employer Identification Number or S.S.

Number: _____

**Delivery Date will be _____ days after receipt of Purchase
Order or Work Order.**

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: () _____

Toll Free: () _____

Fax: () _____

Terms of Payment

Bid Bond Attached:

\$ _____

(Name and Title of Person Authorized to Sign Offer)

*

Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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.

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

Bid Form

Base Bid (Subtotals from "10 Days" Column Parts I-V) _____

Part VI – Night Applications Flat Rate Adder _____

Percentage Adder _____

Total Bid

Performance Bond (Cost Per \$1,000.00) _____

Times Number of Thousands) _____

Performance Bond Cost = _____

**Total Bid = Base Bid
+ Largest Adder**

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)					
PO100	Skip Stripe, 4", 10'-30' Skip	GM			
PO101	Skip Stripe, 4", 10'-30' Skip	LF			
PO102	Skip Stripe, 4", 6'-10' Skip	LF			
PO103	Skip Stripe, 4", 2'-4' Skip	LF			
PO104	Solid Stripe, 4"	LF			
PO105	Solid Stripe, 4"	GM			
PO106	Skip Stripe, 6", 10'-30' Skip	GM			
PO107	Skip Stripe, 6", 10'-30' Skip	LF			
PO108	Skip Stripe, 6", 6'-10' Skip	LF			
PO109	Skip Stripe, 6", 2'-4' Skip	LF			
PO110	Solid Stripe, 6"	GM			
PO111	Solid Stripe, 6"	LF			
PO112	Solid Stripe, 12"	LF			
PO113	Solid Stripe, 18"	LF			
PO114	Solid Stripe, 24"	LF			
PO115	Directional Arrow, Single-headed, 12SF	EA			
PO116	Directional Arrow, Single-headed, 16SF	EA			
PO117	Directional Arrow, Double-headed, 27SF	EA			
PO118	"Bump" Pavement Message	EA			
PO119	Removal "Bump Pavement Message	EA			
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA			
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA			
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA			
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA			
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA			
PO125	"Lane" Pavement Message	EA			
PO126	"Left" Pavement Message	EA			
PO127	"Merge" Pavement Message	EA			
PO128	"Only" Pavement Message	EA			
PO129	"Ped Xing" Pavement Message	EA			
PO130	"Right" Pavement Message	EA			
PO131	"RXR" Pavement Message	EA			
PO132	"School" Pavement Message	EA			
PO133	"Stop" Pavement Message	EA			
PO134	"Yield" Pavement Message	EA			
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA			
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA			
PO137	"Turn" Pavement Message	EA			
PO138	Diamond Pavement Message	EA			
PO139	Bike Symbol Pavement Message	EA			
PO140	Bike Symbol "Arrow"	EA			
PO141	Bike Symbol & Arrow	EA			
PO142	5' Handicapped Symbol Pavement Message	EA			
PO143	3' Handicapped Symbol Pavement Message	EA			
PO144	Removal of Paint Markings	LF			
PO145	Removal of Paint Markings	SF			
PO146	Solid Stripe, 4" (BLUE)	LF			
PO147	Solid Stripe, 6" (BLUE)	LF			

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA			
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA			
PO150	Temporary Removal Tape 6" White	EA			
PO151	Temporary Removal Tape 6" Blue	EA			
PO152	Temporary Removable Tape Handicap Emblem	EA			
	Sub-total				
PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)					
TO100	Skip Stripe, 4", 10'-30' Skip	GM			
TO101	Skip Stripe, 4", 10'-30' Skip	LF			
TO102	Skip Stripe, 4", 6'-10' Skip	LF			
TO103	Skip Stripe, 4", 2'-4' Skip	LF			
TO104	Solid Stripe, 4"	LF			
TO105	Solid Stripe, 4"	GM			
TO106	Skip Stripe, 6", 10'-30' Skip	GM			
TO107	Skip Stripe, 6", 10'-30' Skip	LF			
TO108	Skip Stripe, 6", 6'-10' Skip	LF			
TO109	Skip Stripe, 6", 2'-4' Skip	LF			
TO110	Solid Stripe, 6"	GM			
TO111	Solid Stripe, 6" Audible and Vibratory	GM			
TO112	Solid Stripe, 6"	LF			
TO113	Solid Stripe, 6" Audible and Vibratory	LF			
TO114	Solid Stripe, 12"	LF			
TO115	Solid Stripe, 18"	LF			
TO116	Solid Stripe, 24"	LF			
TO117	Directional Arrow, Single-headed, 12SF	EA			
TO118	Directional Arrow, Single-headed, 16SF	EA			
TO119	Directional Arrow, Double-headed,	EA			
TO120	"Bump" Thermoplastic Message	EA			
TO121	Removal "Bump Thermoplastic Message	EA			
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA			
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA			
TO124	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA			
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA			
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA			
TO127	"Lane" Thermoplastic Message	EA			
TO128	"Left" Thermoplastic Message	EA			
TO129	"Merge" Thermoplastic Message	EA			
TO130	"Only" Thermoplastic Message	EA			
TO131	"Ped Xing" Thermoplastic Message	EA			
TO132	"Right" Thermoplastic Message	EA			
TO133	"RXR" Thermoplastic Message	EA			
TO134	"School" Thermoplastic Message	EA			
TO135	"Stop" Thermoplastic Message	EA			
TO136	"Yield" Thermoplastic Message	EA			
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA			
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA			
TO139	"Turn" Thermoplastic Message	EA			
TO140	Diamond Thermoplastic Message	EA			
TO141	Bike Symbol Thermoplastic Message	EA			

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO142	Bike Symbol "Arrow"	EA			
TO143	Bike Symbol & Arrow	EA			
TO144	5' Handicapped Symbol Thermoplastic Message	EA			
TO145	3' Handicapped Symbol Thermoplastic Message	EA			
TO146	Removal of Thermoplastic Markings	LF			
TO147	Removal of Thermoplastic Markings	SF			
TO148	Rumble Strips FDOT Index 518 (1 set)	EA			
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA			
TO150	Solid Stripe, 4" (BLUE)	LF			
TO151	Solid Stripe, 6" (BLUE)	LF			
TO152	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA			
TO153	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA			
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA			
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA			
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF			
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF			
		Sub-total			
PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS*					
LO100	Skip Stripe, 4", 10'-30' Skip	GM			
LO 101	Skip Stripe, 4", 10'-30' Skip	LF			
LO102	Skip Stripe, 4", 6'-10' Skip	LF			
LO103	Skip Stripe, 4", 2'-4' Skip	LF			
LO104	Solid Stripe, 4"	LF			
LO105	Solid Stripe, 4"	GM			
LO106	Skip Stripe, 6", 10'-30' Skip	GM			
LO107	Skip Stripe, 6", 10'-30' Skip	LF			
LO108	Skip Stripe, 6", 6'-10' Skip	LF			
LO109	Skip Stripe, 6", 2'-4' Skip	LF			
LO110	Solid Stripe, 6"	GM			
LO111	Solid Stripe, 6"	LF			
LO112	Solid Stripe, 12"	LF			
LO113	Solid Stripe, 18"	LF			
LO114	Solid Stripe, 24"	LF			
LO115	Directional Arrow, Single-headed, 12SF	EA			
LO116	Directional Arrow, Single-headed, 16SF	EA			
LO117	Directional Arrow, Double-headed, 27SF	EA			
LO118	"Bump" Thermoplastic Message	EA			
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA			
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA			
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA			
LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA			
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA			
LO124	"Lane" Pavement Message	EA			
LO125	"Left" Pavement Message	EA			

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
LO126	"Merge" Pavement Message	EA			
LO127	"Only" Pavement Message	EA			
LO128	"Ped Xing" Pavement Message	EA			
LO129	"Right" Pavement Message	EA			
LO130	"RXR" Pavement Message	EA			
LO131	"School" Pavement Message	EA			
LO132	"Stop" Pavement Message	EA			
LO133	"Yield" Pavement Message	EA			
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA			
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA			
LO136	"Turn" Pavement Message	EA			
LO137	Diamond Pavement Message	EA			
LO138	Bike Symbol Pavement Message	EA			
LO139	Bike Symbol "Arrow"	EA			
LO140	Bike Symbol & Arrow	EA			
LO141	Handicapped Symbol Pavement Message	EA			
LO142	Rumble Strips FDOT Index 518 (1 set)	EA			
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA			
		Sub-total			
*Layout – Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.					
PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)					
RO100	Mono-directional Reflective (RPM), (F&I)	EA			
RO101	Bi-directional Reflective (RPM), (F&I)	EA			
RO102	Removal, Reflective Pavement Markers	EA			
RO103	Flexible Post C Delineators, 36" (F&I)	EA			
RO104	Removal, Flexible Post Delineators	EA			
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA			
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA			
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA			
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA			
		Sub-total			
PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS					
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA			
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA			
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA			
		Sub-total			

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
--------	---------------------------------	------	---------	-------------	--------------

PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 PM and 6:00 AM

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the Contractor to cover increased night-time operational costs, in addition to the line item amounts. If the Percentage amount is less than the Flat Rate amount, the Flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate

adder = _____

Percentage

adder = _____ (X) _____ = _____

Use subtotals in "10 days" column
from parts I – V for this total)

Enter % as a decimal
(i.e. 15% = 0.15)

Percentage Adder Total

Grand Total

(Parts I – V) = _____ (+) _____ = _____

Use subtotals in "10 days" column
from parts I – V for this total)

Larger of the two
adders listed above.
(Select Flat Rate **OR**
Percentage.)

Bid Total

Definitions:

EA	Each
F&I	Furnish & Installation
GM	Gross Mile (applicable to segments one mile or greater)
LF	Linear Feet
MUTCD	Manual of Uniform Traffic Control Devices
RPM	Reflective Pavement Marker
SF	Square Foot

Contractor Requirements

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

Addendum # _____ Date _____ Addendum # _____ Date _____

Addendum # _____ Date _____ Addendum # _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

Florida DBPR Contractor's License,
Certification, and/or Registration #

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

Expiration Date: _____

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **Five Hundred Dollars (\$500.00)**.

The work shall be substantially completed within the timeframe noted on the Purchase Order or Work Order (PO/WO). The Bidder agrees to fully complete all work included above within the days provided on the PO/WO. **Liquidated damages of \$300 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars (\$500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

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

1. This sworn statement is submitted to _____
(Print Name of 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 of 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 thirty-six (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 a 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 is 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 ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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 and subscribed before me this _____ day of _____,
20____. Personally known _____
OR produced identification _____ Notary Public: State of _____
Type of Identification: _____ My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 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' 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 One (1).
4. In the statement specified in Paragraph One (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 the 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
Corporate Identification
(Page 1 of 2)

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

(Please Circle One)

Is this a Florida Corporation:

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 Number:

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 both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

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

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 web site (see Bid Information below), 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 Bid/Proposal Form(s) in accordance with these General Terms 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 Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "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. **Non-Conformation 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

**The following General Terms and Conditions are incorporated by reference
(Continued)**

22. Facilities

23. Distribution of Certification of Contract

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://dos.myflorida.com/sunbiz/search/>**

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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502.

Specification Number PD 16-17.072, "Installation, Refurbish, and Removal of Pavement Markings and Associated Items", name of submitting firm, time and date due.

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. 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 cancelled.

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.

C. Sanctions

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

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) 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. Project Narrative

This contract involves work for capital improvement and maintenance projects throughout Escambia County. Work will consist of the layout, installation, and refurbishing of paint, thermoplastic, textured pavement, raised pavement markings (RPMs) wheel stops, galvanized post-type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the Contractor in accordance with federal, state and local requirements including FDOT, DEP, and EPA.

Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit C) and comply with FDOT.

The County may issue individual Purchase Orders (PO) or releases from Blanket Purchase Order(s) in the form of Work Orders (WO) against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form.

All PO/WOs will require a signed agreement (Exhibit A) returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All PO/WOs will define the Scope of Work to be performed at the time it is issued.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of **Five Hundred Dollars (\$500.00)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the check or bond 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 resulting PO/WO by signing the Solicitation, Offer, and Bid Form/acceptance copy of same, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of the 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.

4. Bonds – Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, per Florida Statue 337.18, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Value of the bonds shall not exceed the awarded contract price.

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.

5. Questions

All questions shall be directed to Jeffrey Lovingood, Purchasing Specialist. Phone: 850-595-4953, E-Mail: JDLovingood@myescambia.com.

All questions shall be submitted in writing (E-Mail) and must be received no later than 5:00 PM CDT, August 29, 2017.

6. Bid Forms

The 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 or vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, 213 Palafox Place, Pensacola, Florida, 32502, on **September 19, 2017, at 3:30 PM CDT.**

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. F.O.B. Point

The F.O.B. point shall be destination within Escambia County as noted by the Project Director on a project-by-project basis. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

10. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment with the time(s) specified in the PO/WO, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the vendor shall pay to the County, as liquidated damages, the sum of **Three Hundred Dollars (\$300.00) for each calendar day** of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

11. Safety Regulations

Equipment shall meet all state and federal safety regulations.

12. Compliance with Occupational Safety and Health

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

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

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

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

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

13. 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:

Public Works Department
Attention: Davie Forte, Transportation & Traffic Operations
3363 West Park Place
Pensacola, FL 32505

Please note that all Invoices shall include the PO/WO number, Item Number listed on the PO/WO, general description, quantity ordered, Unit Price and Extended Total for each item, as well as the Grand Total for all items listed on the PO/WO. Failure to comply with this process will result in the rejection of the Invoice and may result in delays in Contractor receiving payment. County staff is responsible for returning all incomplete invoices to the Contractor within ten (10) days. The County will reserve the right to explain in detail non-compliant invoices and corrective actions.

14. Assembly and/or Placement

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

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor

and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

15. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2) years** from the 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.

16. Debris

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

17. 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.

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.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of the 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.

19. Contract Term

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.

- A. 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.

20. 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.

21. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. Changes - Service Contracts

The County may at any time by issuance of an executed Change Order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed Change Order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

23. Ordering

The County may issue individual POs or releases from Blanket POs in the form of WOs against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form. Regardless of the method that the PO/WO is issued, the MINIMUM requirement for placing or filling an order shall include the PO/WO number, item number of the commodity being ordered, quantity being ordered, the Unit Price of item(s), and the number of days to complete the order.

Time is of the essence in the performance of the work under this Contract. Agreement is established by signing and accepting the terms of the Contract.

The "Commencement Date" and "Completion Date" will be identified on each PO/WO. Each PO/WO will be submitted to the Contractor for review with the Commencement Date and Completion Date clearly noted. The Contractor will have **three (3) business days** to review and return the signed PO/WO to the County. This signature indicates that the Contractor acknowledges the work to be done and the required dates for project beginning and completion. The Contractor does not have the right to refusal, but can request a new Commencement or Completion Date. The County reserves the right to refuse all such requests.

No work shall be performed at the project site(s) prior to the Commencement Date. Any work performed by the Contractor or their agent prior to the Commencement Date shall be at the sole risk of the Contractor.

The PO/WO shall be completed within the time schedule established therein. If work cannot be completed within the time allotted, the Contractor may request a time extension, which shall be submitted in writing to the Contract Administrator. All responses from the County shall be in writing to be deemed valid. Work not completed within the time allotted will result in Liquidated Damages.

Time allotted for work completion shall be specified according to the schedule below. The County reserves the right to increase or decrease the time allotted as needed to meet specific needs.

Schedule

PO/WO greater than \$50,000.00	120 days
PO/WO greater than \$20,000.00 - \$49,999.99	60 days
PO/WO greater than \$10,000.00 - \$19,999.99	30 days
PO/WO greater than \$5,000.00 - \$9,999.99	15 days
PO/WO less than \$5,000.00	10 days

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by

"Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

Upon notice of intent to amend the Contract by the County, or request to amend the Contract by the Contractor, the County will submit to the Contractor a Contract Amendment including a list of proposed items for inclusion in the amendment. The Contractor will sign, date, and return the proposed amendment to the Contract Administrator within three (3) business days. The Contract Administrator shall submit a Recommendation to the BCC for approval. Upon BCC approval, the amendment shall be forwarded to the Office of Purchasing for appropriate action relating to the Contract. Pricing stated in the Bid Form or as amended shall apply for the duration of the Contract.

24. Licenses, Certifications, Registrations

The offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. 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 the offer.

26. Award

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County. It is the intent of the County to award all items listed on the Bid Form to the responsive and responsible low bidder.

27. Termination

The PO/WO or contract will be subject to immediate termination if either the product or service does not comply with the 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 the 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 the 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.

28. 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.

A 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 an 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.

29. 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 the Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and all of the 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).

30. As Specified

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

Insurance Requirements

31. 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.

A. 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. A Best Rating of "A" or better is "preferred"; however, other ratings of "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 Sub-Contractor(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 Sub-Contractor obtain and maintain until the completion of that Sub-Contractor'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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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, non-owned and hired automobiles and employee non-ownership 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.

F. 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.

G. 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 and business auto policies.
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: Jeffrey Lovingood, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Phone: 850-595-4953

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.

32. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer, and their agents, offices, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorney's fees and paralegal's 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 the 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 one hundred dollars (\$100.00) of the Contract Amount paid by the County to the 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.

INSTALLATION, REFURBISHMENT and REMOVAL of PAVEMENT MARKINGS

TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
 - 1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352 and 17359, latest edition.
 - 2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, latest edition.
 - 3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the

Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, latest edition.

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, latest edition.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, latest edition.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, latest edition.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, latest edition.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retro-reflectivity readings certifying that the materials (*Exhibit C*) meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT / PAYMENT

4.1 METHOD OF MEASUREMENT

The County Contract Administrator or project manager may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.