ESCAMBIA COUNTY FLORIDA

INVITATION TO BIDDERS

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancev Avenue to Johnson Avenue) Construction **Specification Number PD 17-18.020**

BIDS WILL BE RECEIVED UNTIL: 2:30 p.m. CST, February 7, 2018

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 Pre-Solicitation Conference will be held in the Office of Purchasing on January 24, 2018 at 10:00 a.m. CST. All bidders are encouraged to attend.

Board of County Commissioners

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

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

Assistance:

Emily D. Weddington, CPPB **Purchasing Specialist** Office of Purchasing 2nd Floor, Matt Langley Bell, III Building 213 Palafox Place Pensacola, FL 32502

Tel: (850) 595-4987

Email: edweddington@myescambia.com

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:

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 with Escambia County or Santa Rosa County for at least one 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.
- (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 subcontractor; or a partner or joint venturer 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 certifications, 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 \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five (5) 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 (5) 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 (4) 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.

(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 **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…" <u>See</u> §255.0991, Florida Statutes.

ESCAMBIA COUNTY FLORIDA INVITATION TO BID BIDDER'S CHECKLIST

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction SPECIFICATION PD 17-18.020

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 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 Forms, All with Original Signatures. Photocopies of these forms will not be accepted.
- Excel Spreadsheet Bid Tabulation Form
- Bid Surety (Bond, Check, Etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:

- Letter from Insurance Carrier as Specified in the "Insurance Requirements."
- 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 SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

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 THIS FORM WITH YOUR BID.

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction PD 17-18.020

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO: Emily D. Weddington, CPPB 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)595-4987

Escambia County Florida Invitation to Bid

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction

Solicitation Number: PD 17-18.020

SOLICITATION

MAILING DATE: January 8, 2018

PRE-SOLICITATION CONFERENCE: January 24, 2018 at 10:00 a.m. at the Office of Purchasing Conference Room 11.407. **All bidders are encouraged to attend.**

OFFERS WILL BE RECEIVED UNTIL: 2:30 p.m. CST, February 7, 2018 and may not be withdrawn within <u>90</u> 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.

$\underline{\text{OFFER}} \text{ (SHALL I FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:}$	BE COMPLETED BY OFFEROR) TERMS OF PAYMENT:		
DELIVERY DATE WILL BEDAYS AFTER RECEIPT OF PURCHASE ORDER.			
VENDOR NAME:	REASON FOR NO OFFER:		
ADDRESS:			
CITY, ST. & ZIP:			
PHONE NO.: ()	BID BOND ATTACHED \$		
TOLL FREE NO.: ()			
FAX NO.: ()			
I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED) ** SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL) **Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.		
Please accept the enclosed CD or flash drive containing tunit prices for PD 17-18.020, Olive Road East Multi Lan Phase 2 (Yancey Avenue to Johnson Avenue) Constructi	e Reconstruction and Drainage Project		

Bid Total:

If your company is located within a Community Red Indicate by marking an X in the blank (<i>Sec. 46-110</i> . Yes No	<u> </u>	se		
CONTRACTOR REQUIREMENTS Acknowledgment is hereby made of receipt of the form	ollowing addenda issued during the bidding period:			
Addendum No Date	Addendum No Date			
Addendum No Date	Addendum No Date			
(PLEASE TYPE INF	ORMATION BELOW)			
SEAL IF BID IS B	Y CORPORATION			
State of Florida Department of State Certificate of Authority	Bidder:			
Occupational License No				
Florida DBPR Contractor's License, Certification and/or Registration No.	Address:			
Type of Contractor's License, Certification and/or Registration	Person to contact concerning this bid:			
Expiration Date:	Phone_	_		
Terms of Payment	Fax_			
(Check one) Net 30 Days 2% 10th Prox	E-Mail Address:			
County Permits/Fees required for this project: Permit Cost NPDES Construction Site Permit	Person to contact for emergency service:			
_NFDES Construction Site Fermit	Phone			
	Cell			

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid.

The work shall be substantially completed within seven hundred and twenty (720) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within Seven Hundred Fifty (750) consecutive calendar days from the date of Notice to Proceed. Liquidated damages of \$500.00 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 subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid 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), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES

	(print name of the public entity)
hv	
by (print individual's name and t	
for	
(print name of entity submitting	ng sworn statement)
whose business address is	
and (if applicable) its Federal Empl	loyer Identification Number (FEIN) is:

1.

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

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

	d.					which I have marked below is true in ent. (indicate which statement applies.)
	partne entity,	ers, shareholders, e	mployees, men of the entity has	nbers, or	agents v	any of its officers, directors, executives, who are active in the management of the th and convicted of a public entity crime
	partne entity,	ers, shareholders, e	mployees, mer the entity has l	nbers, or	agents v	nore of its officers, directors, executives, who are active in the management of the h and convicted of a public entity crime
	partne entity, subsect Office by the	ers, shareholders, e , or an affiliate of quent to July 1, 19 er of the State of F de Hearing Officer	mployees, men the entity has l 89. However, lorida, Division determined th	nbers, or been cha there had n of Adm nat it wa	agents varged with a second a second a ninistration and in	who are active in the management of the h and convicted of a public entity crime subsequent proceeding before a Hearing ve Hearings and the Final Order entered the public interest to place the entity elist. (attach a copy of the final order)
OFFIC THAT 31 OF T REQUI IN EXC	ER FO PUBLI THE C IRED T CESS (<u>ITES</u> F	R THE PUBLIC TO ENTITY ONL ALENDAR YEAR TO INFORM THIS OF THE THRES OR CATEGORY	ENTITY IDE Y AND, THA R IN WHICH E PUBLIC EN THOLD AMO	NTIFIE T THIS I IT IS F ITITY P UNT PI	D IN PA FORM TLED. T RIOR T ROVIDE	FORM TO THE CONTRACTING RAGRAPH 1 (ONE) ABOVE IS FOR IS VALID THROUGH DECEMBER I ALSO UNDERSTAND THAT I AM O ENTERING INTO A CONTRACT IN SECTION 287.017, FLORIDATHE INFORMATION CONTAINED
					-	(signature)
Sworn t	o and si	ubscribed before m	ne this	_day of		, 20
Persona	lly kno	wn		_		
OR prod	duced ic	dentification		_	Notary F	Public - State of
				_	My com	mission expires
	(Type o	of identification)				
		(Printed typed o	or stampe	ed commi	issioned name of notary public)

Drug-Free Workplace Form

The	undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that does:						
	Name of Business						
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.						
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.						
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.						
4.	In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.						
5.	Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.						
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.						
Che	ck one:						
	As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.						
	As the person authorized to sign this statement, this firm does not comply fully with the above requirements.						
	Offeror's Signature						
	Date						

Information Sheet for Transactions and Conveyances Corporation Identification

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

Is this a Florida Corporation	(Pleas Yes	se Circle or	e One) <u>No</u>		
If not a Florida Corporation, In what state was it created: Name as spelled in that State:					
What kind of corporation is it:	"For I	Profit"	or	"Not for Profit"	
Is it in good standing:	Yes	or	<u>No</u>		
Authorized to transact business in Florida:	Yes	or	<u>No</u>		
State of Florida Department of State Ce	ertificat	e of Autl	hority D	ocument No.:	
Does it use a registered fictitious nam	ne:	Yes	or	No	
Names of Officers: President: Vice President: Director: Other:		Treast Direct	urer: tor:		
Name of Corporation (As used in Flor	rida):				
(Spelled exactly as it is	registe	red with	the stat	e or federal governme	ent)
Corporate Address: Post Office Box: City, State Zip: Street Address: City, State, Zip:					

(Please continue and complete page 2)

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

instruments involving land)

Page 2 of 2 Corporate Identification				
Federal Identification Number: (For all instruments to be recorded, taxpayer's identification is needed)				
Contact person for company:				
E-mail:				
Telephone Number:	Facsimile Number:			
Name of individual who will sign the	instrument on behalf of the company:			
officer shall have permission to sign via	et shall be signed by the President or Vice-President. Any other a a resolution approved by the Board of Directors on behalf of the smit a copy of the resolution together with the executed contract to			
(Spelled exact)	y as it would appear on the instrument)			
Title of the individual named above w	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 Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4806.

<u>NOTE</u>: 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 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.

<u>Bid Information</u> See Home Page URL: https://myescambia.com/our-services/purchasing Click on **SOLICITATIONS**

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

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

- 24. The Successful Bidder(s) must Provide
- 25. Addition/deletion of Items
- 26. Ordering Instructions
- 27. Public Records
- 28. Delivery
- 29. Samples
- 30. Additional Quantities
- 31. Service and Warranty
- 32. Default
- 33. Equal Employment Opportunity
- 34. Florida Preference
- 35. Contractor Personnel
- 36. Award
- 37. Uniform Commercial Code
- 38. Contractual Agreement
- 39. Payment Terms/Discounts
- 40. Improper Invoice; Resolution of Disputes
- 41. Public Entity Crimes
- 42. Suspended and Debarred Vendors
- 43. Drug-Free Workplace Form
- 44. Information Sheet for Transactions and Conveyances
- 45. Copies
- 46. License and Certifications For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: http://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 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 <u>PD 17-18.020</u>, <u>"Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction</u>, 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 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 non-employee 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.

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction

"Scope of Work" Summary:

The Olive Road Multi Lane Reconstruction and Drainage Project will consist of the construction of two eleven-foot travel lanes (one in each direction), one twelve-foot center turn lane, two four-foot bike lanes (one in each direction), type "F" curb and gutter and six foot sidewalks on both the north and south sides of the roadway. Drainage features will include curb inlets, back of sidewalk inlets and the reconstructing of a storm water retention pond (Pond 2) between Williamsburg Circle and East Johnson Avenue, on the north side of the roadway. The project will additionally consist of the replacement of an existing CA water main. The improvements will take place along Olive Road, from approximately Yancey Avenue to East Johnson Avenue in Pensacola, Florida. Due to the reconstruction of Olive Road, the intersection of East Johnson Avenue is proposed to be realigned to accommodate the upgrades. The improvements will be constructed within existing Escambia County right-of-way, and also within drainage/utility easements and Temporary Work Agreements (TWA's) that have been obtained by Escambia County.

Related Documents:

All roadway construction shall comply with:

The Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

The Florida Department of Transportation, 2017-2018 Design Standards and latest revisions, and the July 2017 Standard Specifications of Road and Bridge Construction.

All water work shall be done in accordance with the latest edition of ECUA's Engineering Manual.

Licenses/Certifications:

General Contractors License Underground Utilities License Work Zone Safety Traffic Supervisor Certifications Hazardous Material Licenses Certified Stormwater Management Inspector

Contract Time & Liquidated Damages:

The Work shall be substantially completed within **Seven Hundred and Twenty** (720) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included within **Thirty** (30) consecutive calendar days from the date of Substantial Completion. Liquidated damages of \$500.00 each day will be assessed for each day that completion of the project is delayed.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of 5% of the total offer.

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

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

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

3. **Bonds**

Performance and Payment Bonds

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

4. Questions

Questions may be directed to Emily D. Weddington, CPPB, Purchasing Specialist, E-mail: edweddington@myescambia.com. Last day for questions will be January 29, 2018 at 5:00p.m., CDT.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form and Excel Spreadsheet, 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.

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

6. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the Office of Purchasing in Conference Room #11.407 on January 24, 2018 at 10:00 a.m. CST.

7. <u>Liquidated Damages</u>

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, 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 \$500.00 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.

8. <u>Safety Regulations</u>

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

9. **Codes and Regulations**

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

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

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

11. 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 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.

12. **Debris**

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

13. **Protection of Property/Security**

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

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

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

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

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

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

14. **Permits**

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

15. **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.

16. **Award**

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

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

17. **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.

18. **Termination (Services)**

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

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

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.

Insurance Requirements

21. Standard Insurance Requirements and Certificates

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

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

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

County Insurance Required

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

subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

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

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

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

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

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

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

Workers Compensation Coverage

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

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

General, Automobile and Excess or Umbrella Liability Coverage

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

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

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage

resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, 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.

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

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

Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

- 1. Indicate that Escambia County is an additional insured on the liability 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: Emily D. Weddington, CPPB, Purchasing Specialist

Office of Purchasing, Room 11.101

P.O. Box 1591

Pensacola, FL 32591-1591

Fax: (850) 595-4806

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

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

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

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

23. **Indemnification**

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

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or online at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk) Section 1 *B. Four (4) sets of contract documents Section 2 Section 3 Section 4 Section 5 *A. Substantially Complete in **720** calendar days Fully Complete and ready for Final Inspection in 750 calendar days *B. Liquidated Damages at \$500.00 for each calendar day Section 6 Section 7 *A. Public Works/Engineering 3363 West Park Place Pensacola, FL 32505 Attn: Chris A. Curb, Stormwater Engineering Manager Section 8 Section 9 Section 10 Section 11 Section 12 Section 13 **Exhibits** (Revised as indicated by asterisk) A. General Terms and Conditions *4.4 Four (4) copies of each Application for Payment *21.1 Two (2) year(s) after final completion В Form of Performance and Payment Bond \mathbf{C} Insurance and Safety Requirements

EXHIBIT H

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction

SPECIFICATION PD 17-18.020

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2, October 2017 Utility Conflicts Matrix

EXHIBIT I

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2 (Yancey Avenue to Johnson Avenue) Construction

SPECIFICATION PD 17-18.020

DRAWINGS & PLANS

See Drawings Folder on CD Rom

Olive Road East Multi Lane Reconstruction and Drainage Project Phase 2, November 2017 Olive Road East Signalization Plans, November 2017 Olive Road East Signing and Pavement Marking Plans, November 2017