

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
Traffic Control Signage Term Contract  
SPECIFICATION PD 07-08.054**

**HOW TO SUBMIT YOUR BID**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE REJECTED 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 AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:**

- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE (ESCAMBIA COUNTY OR COUNTY OF SUBMITTERS ORIGIN)

**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 OFFEROR, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO BID**

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

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

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BID**

**Traffic Control Signage Term Contract**

**SPECIFICATION NUMBER PD 07-08.054**

**BIDS WILL BE RECEIVED UNTIL:** Thursday, March 6, 2008, 4:00 p.m., CDT

**Office of Purchasing  
213 Palafox Place, 2<sup>nd</sup> Floor  
Matt Langley Bell III Building  
Pensacola, FL 32502**

**Board of County Commissioners**

D. M. "Mike" Whitehead, Chairman  
Gene Valentino, Vice Chairman  
Grover Robinson IV  
Marie Young  
Kevin W. White

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***All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.***

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**Procurement Assistance:**

Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805

**Technical Assistance:**

Maxine Fountain  
Warehouse Supervisor  
Road Department  
601 Hwy 297A  
Pensacola, FL 32502  
Tel: (850) 937-2125  
Fax: (850) 937-2110

**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**NOTICE**

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

# Traffic Control Signage Term Contract

PD 07-08.054

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

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# SIGN AND RETURN THIS FORM WITH YOUR BIDS \*\*

## SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

### SUBMIT OFFERS TO:

**Lester L. Boyd**

**Purchasing Specialist**

Office of Purchasing, 2nd Floor

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32597-1591

Phone No: (850) 595-4980 Fax No: (850) 595-4805

**Invitation to Bid**

**Traffic Control Signage Term Contract**

**SOLICITATION NUMBER: PD 07-08.054**

## SOLICITATION

MAILING DATE: Tuesday, February 19, 2008

PRE-SOLICITATION CONFERENCE: None

OFFERS WILL BE RECEIVED UNTIL: Thursday, March 6, 2008, **4:00 p.m., CST**, and may not be withdrawn within 90 days after such date and time

### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

## OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO BID: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

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 being rejected as non-responsive**

## AWARD

Upon certification of award the 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. The terms and conditions of this solicitation and the Quote response of the awarded contractor is incorporated by reference herein and made a part of this contract.

### CONTRACTOR

Name and Title of Signer (Type or Print)

### ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_ Date

By \_\_\_\_\_  
Signature of Person Authorized to Sign Date

ATTEST \_\_\_\_\_  
Witness Date

ATTEST: \_\_\_\_\_  
Corporate Secretary Date

ATTEST \_\_\_\_\_  
Witness Date

[CORPORATE SEAL]

ATTEST: \_\_\_\_\_  
Witness Date

Awarded Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Witness Date

Effective Date \_\_\_\_\_

**BID FORM**  
**Traffic Control Signage Term Contract**  
**Specification Number PD 07-08.054**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32501

Date:

Gentlemen:

In accordance with your “Invitation for Bids” and “Instructions to Bidders” for **Traffic Control Signage Term Contract** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
<b>DELINEATORS, REFLECTORIZED</b>				
1	HIGH INTENSITY, 4 IN. X 4 IN., WHITE, NO. HI-4W	10		
2	HIGH INTENSITY, 4 IN. X 4 IN., YELLOW, NO. HI-4Y	10		
3	HIGH INTENSITY, 4 IN. X 8 IN., WHITE, NO. HI-4W	100		
4	HIGH INTENSITY, 4 IN. X 8 IN., YELLOW, NO. HI-48Y	200		
5	OBJECT MARKER SIGNS – LEFT, 12 IN. X 36 IN., NO. OM-3L	75		
6	OBJECT MARKER SIGNS – RIGHT, 12 IN. X 36 IN., NO. OM-3R	75		
<b>POSTS, STEEL, STRAIGHT GREEN (FOR ROADWAY SIGNS) HOLES EVERY ½ IN. TO ¼ IN. DOWN</b>				
7	12 FT., 2 LBS./FT.	2000		
8	12 FT. GALVINIZED 2	2000		
<b>CHEVRON BRACKETS</b>				
9	FOR SIGNS 12 IN. X 18 IN. AND 18 IN. X 24 IN., NO. CAB1	10		
10	FOR SIGNS 18 IN. X 24 IN. AND 24 IN. X 30 IN., NO. CAB2	10		
11	FOR SIGNS 24 IN. X 30 IN. AND 30 IN. X 36 IN., NO. CAB3	1		
12	<b>INTENTIONALLY LEFT BLANK</b>			

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
	<b>SIGNS, REGULATORY, TRAFFIC, TYPE IV, 3M (SCOTCHLITE HIGH INTENSITY PRISMATIC GRADE 3930), AVERY DENNISON (T-5900 AND T-6000 SERIES), AND NIPPON CARBIDE (CRYSTAL GRADE 92000 SERIES), MEETING THE UNIFORM TRAFFIC CONTROL DEVICE SPECIFICATION</b>			
13	MOVEMENT SIGNS – ALIGNMENT TYPE, DO NOT PASS, 24 IN. X 30 IN., NO. R4-1	1		
14	MOVEMENT SIGNS – ALIGNMENT TYPE, KEEP RIGHT, 24 IN. X 30 IN., NO. R4-7A	25		
15	MOVEMENT SIGNS – EXCLUSION TYPE, NO TRUCKS, SYMBOL, 24 IN. X 24 IN., NO. R5-2	50		
16	MOVEMENT SIGNS – EXCLUSION TYPE, NO TRUCKS, WORDS, 24 IN. X 18 IN., NO. R5-2P	50		
17	MOVEMENT SIGNS – EXCLUSION TYPE, DO NOT ENTER, 30 IN. X 30 IN., NO. R5-1	50		
18	MOVEMENT SIGNS – EXCLUSION TYPE, WRONG WAY, 36 IN. X 24 IN., NO. R5-1a	50		
19	MOVEMENT SIGNS – EXCLUSION TYPE, NO PARKING, LEFT, WORDS AND ARROW, 18 IN. X 24 IN., NO. R7-1L	50		
20	MOVEMENT SIGNS – EXCLUSION TYPE, NO PARKING, RIGHT, WORDS AND ARROW, 18 IN. X 24 IN., NO. R7-1R	50		
21	MOVEMENT SIGNS – EXCLUSION TYPE, NO PARKING, BOTH WAYS, WORDS AND ARROW, 18 IN. X 24 IN., NO. R7-1D	50		
22	MOVEMENT SIGNS – ONE WAY TYPE, LEFT, 18 IN. X 24 IN., NO. R6-2L	10		
23	MOVEMENT SIGNS – ONE WAY TYPE, RIGHT, 18 IN. X 24 IN., NO. R6-2R	10		
24	MOVEMENT SIGNS – ONE WAY TYPE, LEFT, 36 IN. X 12 IN., NO. R6-1L	10		

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
25	MOVEMENT SIGNS – ONE WAY TYPE, RIGHT, 36 IN. X 12 IN., NO. R6-1R	10		
26	MOVEMENT SIGNS – TURNING TYPE, NO RIGHT TURN, SYMBOL, 24 IN. X 24 IN., NO. R3-1	10		
27	MOVEMENT SIGNS – TURNING TYPE, NO LEFT TURN, SYMBOL, 24 IN. X 24 IN., NO. R3-2	10		
28	MOVEMENT SIGNS – TURNING TYPE, NO TURNS, WORDS, 24 IN. X 24 IN., NO. R3-3	10		
29	MOVEMENT SIGNS – TURNING TYPE, NO “U” TURN, SYMBOLS, 24 IN. X 24 IN., NO. R3-4	10		
30	MOVEMENT SIGNS – TURNING TYPE, RIGHT LANE RIGHT, 30 IN. X 30 IN., NO. R3-7R	1		
31	MOVEMENT SIGNS – TURNING TYPE, LEFT LANE LEFT, 30 IN. X 30 IN., NO. R3-7L	1		
32	MOVEMENT SIGNS – TURNING TYPE, MANDATORY LEFT ONLY, 30 IN. X 36 IN., NO. R3-5L	1		
33	MOVEMENT SIGNS – TURNING TYPE, MANDATORY RIGHT ONLY, 30 IN. X 36 IN., NO. R3-5R	1		
34	MOVEMENT SIGNS – TURNING TYPE, MANDATORY STRAIGHT ONLY, 30 IN. X 36 IN., NO. R3-5S	1		
35	MOVEMENT SIGNS – TURNING TYPE, MANDATORY LEFT OR STRAIGHT ONLY, 30 IN. X 36 IN., NO. R3-6L	1		
36	MOVEMENT SIGNS – TURNING TYPE, MANDATORY RIGHT OR STRAIGHT ONLY, 30 IN. X 36 IN., NO. R3-6R	1		
37	<b>LEFT BLANK INTENTIONALLY</b>			
38	RIGHT-OF-WAY SIGNS – STOP, ALL WAY, 18 IN. X 6 IN., NO. R1-4	1		
39	RIGHT-OF-WAY SIGNS – STOP, 30 IN. X 30 IN., NO. R1-1	1200		

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
40	RIGHT-OF-WAY SIGNS – STOP, 36 IN. X 36 IN., NO. R1-1	100		
41	RIGHT-OF-WAY SIGNS – STOP, 48 IN. X 48 IN., NO. R1-1	1		
42	RIGHT-OF-WAY SIGNS – YIELD, 30 IN. X 30 IN., NO. R1-2	1		
43	RIGHT-OF-WAY SIGNS – YIELD, 36 IN. X 36 IN., NO. R1-2	200		
44	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 5, NO. R2-1-5	1		
45	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 10, NO. R2-1-10	1		
46	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 15, NO. R2-1-15	1		
47	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 20, NO. R2-1-20	100		
48	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 25, NO. R2-1-25	300		
49	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 30, NO. R2-1-30	300		
50	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 35 NO. R2-1-35	200		
51	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 40, NO. R2-1-40	100		
52	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 45, NO. R2-1-45	200		
53	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 50, NO. R2-1-50	50		
54	SPEED SIGNS – 24 IN. X 30 IN., SPEED LIMIT 55, NO. R2-1-55	50		
55	SPEED SIGNS – 24 IN. X 30 IN., LIMIT BLANK, NO. R2-1-B	1		
56	SPEED SIGNS – 30 IN. X 30 IN., REDUCED SPEED AHEAD, NO. W3-5A	50		
57	WEIGHT LIMIT SIGNS – 24 IN. X 30 IN., NO. R12-1B	200		

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
	<b>SIGNS, WARNING, TRAFFIC, TYPE IV, 3M (SCOTCHLITE HIGH INTENSITY PRISMATIC GRADE 3930), AVERY DENNISON (T-5900 AND T-6000 SERIES), AND NIPPON CARBIDE (CRYSTAL GRADE 92000 SERIES), MEETING THE UNIFORM TRAFFIC CONTROL DEVICE SPECIFICATION</b>			
58	ADVANCE CROSSING SIGNS – HORSE CROSSING, SYMBOL, 30 IN. X 30 IN., NO. W11-7	1		
59	ADVANCE CROSSING SIGNS – TRUCK CROSSING, WORDS, 30 IN. X 30 IN., NO. W8-6	25		
60	ADVANCE CROSSING SIGNS – FIRE STATION, SYMBOL, 30 IN. X 30 IN., NO. W11-8	25		
61	ADVANCE CROSSING SIGNS – FIRE STATION, SYMBOL, 36 IN. X 36 IN., NO. W11-8	1		
62	ADVANCE CROSSING SIGNS – HANDICAPPED, SYMBOL, 36 IN. X 36 IN., NO. W11-9	1		
63	ADVANCE CROSSING SIGNS – TRUCKS, SYMBOL, 36 IN. X 36 IN., NO. W11-10	10		
64	ADVANCE CROSSING SIGNS – FIRE STATION, WORDS, 24 IN. X 18 IN., NO. W11-8P	1		
65	ADVANCE CROSSING SIGNS – RAILROAD, 30 IN. X 30 IN., NO. W10-1	100		
66	ADVANCE CROSSING SIGNS – RAILROAD, 36 IN. X 36 IN., NO. W10-1	1		
67	ADVANCE CROSSING SIGNS – RAILROAD, RIGHT, 36 IN. X 36 IN., NO. W10-2R	1		
68	ADVANCE CROSSING SIGNS – RAILROAD, RIGHT, 36 IN. X 36 IN., NO. W10-3R	1		
69	ADVANCE CROSSING SIGNS – RAILROAD, RIGHT, 36 IN. X 36 IN., NO. W10-4R	1		

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
70	ADVISORY SPEED – 10 MPH, W/BORDER, 24 IN. X 24 IN., NO. W13-1-10	1		
71	ADVISORY SPEED PLATE – 15 MPH, W/BORDER, 24 IN. X 24 IN., NO. W13-1-15	1		
72	ADVISORY SPEED – 20 MPH, W/BORDER, 24 IN. X 24 IN., NO. W13-1-20	1		
73	ADVISORY SPEED – 25 MPH, W/BORDER, 24 IN. X 24 IN., NO. W13-1-25	1		
74	ADVISORY SPEED – 30 MPH, W/BORDER, 24 IN. X 24 IN., NO. W13-1-30	1		
75	ARROW SIGN – SINGLE ARROW, 48 IN. X 24 IN., NO. W1-6	100		
76	ARROW SIGN – DOUBLE ARROW, 48 IN. X 24 IN., NO. W1-7	100		
77	BUMP SIGNS – SYMBOL, 30 IN. X 30 IN., NO. W8-1	200		
78	DIP SIGNS – WORDS, 30 IN. X 30 IN., NO. W8-2	100		
79	CHEVRON ALIGNMENT SIGNS – 18 IN. X 24 IN., NO. W1-8	100		
80	CHURCH SIGNS – WORD, 30 IN. X 30 IN., NO. W39-3	10		
81	CROSS ROAD SIGNS – SYMBOL, 30 IN. X 30 IN., NO. W2-1	10		
82	CROSS SIGNS – PEDESTRIAN SYMBOL, 30 IN. X 30 IN., NO. W11-A2	25		
83	CURVE SIGNS – LEFT, 30 IN. X 30 IN., NO. W1-2L	100		
84	CURVE SIGNS – RIGHT, 30 IN. X 30 IN., NO. W1-2R	100		
85	DEAD END SIGN – WORDS & ARROW, LEFT, 36 IN. X 9 IN., NO. W14-1PL	1		
86	DEAD END SIGN – WORDS & ARROW, RIGHT, 36 IN. X 9 IN., NO. W14-1PR	1		
87	DEAD END SIGN – WORDS, 30 IN. X 30 IN., NO. W14-1	400		

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
88	NOT A THROUGH STREET SIGN – WORDS, 30 IN. X 30 IN., NO. W14-1a	10		
89	NO OUTLET – WORDS, 30 IN. X 30 IN., NO. W14-2	400		
90	DIVIDED HIGHWAY SIGNS, 36 IN. X 36 IN., NO. W6-1	1		
91	ONE LANE BRIDGE SIGNS – WORDS, 36 IN. X 36 IN., NO. W5-3	1		
92	PAVEMENT ENDS SIGNS – WORDS, 36 IN. X 36 IN., NO. W8-3	10		
93	PLAYGROUND SIGNS – WORDS, 36 IN. X 36 IN., NO. W15-1	25		
94	DEAF CHILD SIGN (WITHOUT “AREA”) – WORDS, 36 IN. X 30 IN., NO. W41-4D	25		
95	TRAFFIC MERGE SIGNS – RIGHT, 30 IN. X 30 IN., NO. W4-1R	1		
96	REVERSE CURVE SIGNS – LEFT, 30 IN. X 30 IN., NO. W1-4L	50		
97	REVERSE CURVE SIGNS – RIGHT, 30 IN. X 30 IN., NO. W1-4R	50		
98	REVERSE TURN SIGNS – LEFT, 30 IN. X 30 IN., NO. W1-3L	50		
99	REVERSE TURN SIGNS – RIGHT, 30 IN. X 30 IN., NO. W1-3R	50		
100	SIDE ROAD SIGNS – RIGHT, 30 IN. X 30 IN., NO. W2-2R	10		
101	SIDE ROAD SIGNS – LEFT, 30 IN. X 30 IN., NO. W2-3L	10		
102	SIDE ROAD SIGNS – RIGHT, 30 IN. X 30 IN., NO. W2-3R	10		
103	SIGNAL AHEAD SIGNS – SYMBOL, 30 IN. X 30 IN., NO. W3-3	10		
104	SIGNAL AHEAD SIGNS – SYMBOL, 36 IN. X 36 IN., NO. W3-3	1		
105	SIGNAL AHEAD SIGNS – WORDS, 24 IN. X 18 IN., NO. W3-3P	10		
106	SLIPPERY WHEN WET SIGNS – SYMBOL, 30 IN. X 30 IN., NO. W8-5	10		

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
107	STOP AHEAD SIGNS – SYMBOL, 36 IN. X 36 IN., NO. W3-1A	100		
108	STOP AHEAD SIGNS – WORDS, 24 IN. X 18 IN., NO. W3-1aP	1		
109	T SYMBOL SIGNS - SYMBOL, 30 IN. X 30 IN., NO. W2-4	10		
110	TURN SIGNS – LEFT, 30 IN. X 30 IN., NO. W1-1L	100		
111	TURN SIGNS – RIGHT, 30 IN. X 30 IN., NO. W1-1R	100		
112	Y SYMBOL SIGNS - 30 IN. X 30 IN., NO. W2-5	10		
113	YIELD AHEAD SIGNS – SYMBOL, 36 IN. X 36 IN., NO. W3-2A	25		
114	YIELD AHEAD SIGNS – WORDS, 24 IN. X 18 IN., NO. W3-2aP	1		
<b>SIGNS, WARNING, TRAFFIC, TYPE IV, 3M (SCOTCHLITE HIGH INTENSITY PRISMATIC GRADE 3930), AVERY DENNISON (T-5900 AND T-6000 SERIES), AND NIPPON CARBIDE (CRYSTAL GRADE 92000 SERIES), MEETING THE UNIFORM TRAFFIC CONTROL DEVICE SPECIFICATION</b>				
115	CHEVRON ALIGNMENT SIGNS- 18 IN. X 24 IN., NO. W1-8	100		
116	M1-6 MARKERS, 24 IN. X 24 IN.	100		
117	ROUTE MARKER ARROWS, 15 IN. X 21 IN.	50		
118	EOR-18RR DELINEATORS, 18 IN. X 18 IN.	100		
119	OMI-1844 DELINEATORS, 18 IN. X 18 IN.	200		
120	R 2-1-25 SPEED LIMIT, 18 IN. X 24 IN.	100		
<b>FLORESCENT HI-INT YELLOW GREEN SCHOOL SIGNS</b>				
121	S1-1 SCHOOL ZONE, 30 IN. X 30 IN.	100		
122	S3-1 SCHOOL BUS STOP AHEAD, 30 IN. X 30 IN.	100		
123	W16-7 DIRECTIONAL ARROW, 12 IN. X 24 IN.	100		

Item No.	Description	Estimated Quantity	Delivered Price	Picked Up Price
124	W16-9P AHEAD PLACARD, 12 IN. X 24 IN.	100		
125	W13-1-10 ADVISORY PLATE, 18 IN. X 18 IN.	50		
126	W13-1-15 ADVISORY PLATE, 18 IN. X 18 IN.	50		
127	W13-1-20 ADVISORY PLATE, 18 IN. X 18 IN.	150		

**CONTRACTOR REQUIREMENTS**

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

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority

Document Number \_\_\_\_\_

Bidder: \_\_\_\_\_

Occupational License No. \_\_\_\_\_

By: \_\_\_\_\_

Terms of Payment

(Check one) Net 30 Days \_\_\_ 2% 10<sup>th</sup> Prox \_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

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

1. This sworn statement is submitted to \_\_\_\_\_  
**(print name of the public entity)**

by \_\_\_\_\_  
**(print individual's name and title)**

for \_\_\_\_\_  
**(print name of entity submitting sworn statement)**

whose business address is

\_\_\_\_\_

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

\_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

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

\_\_\_\_\_  
**(signature)**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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 Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

### Check one:

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

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

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

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

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

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

**Is it in good standing:** Yes or No

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

State of Florida Department of State Certificate of Authority Document No.:  
\_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**  
President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):  
\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**  
Post Office Box : \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

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

**Corporate Identification**

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

**Contact person for company:** \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

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

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

**(Spelled exactly as it would appear on the instrument)**

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

\_\_\_\_\_

END

---

(850) 488-9000    Verified by: \_\_\_\_\_    Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

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

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

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

**Bid Information** See Home Page URL: <http://www.myescambia.com/departments/purchasing>  
Click on **ON-LINE SOLICITATIONS**

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

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

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

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://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed bid 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, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 07-08.054 "Traffic Control Signage Term Contract", 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).

#### **SCOPE OF WORK**

The intent of this solicitation is to provide to Escambia County, Florida with the ability to have delivered or pickup Traffic Signage Materials used for roadways within Escambia County, Florida.

#### **2. Procurement/Technical Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone (850) 595-4944, Fax (850) 595-4805. Technical questions are to be directed to Maxine Fountain, Warehouse Supervisor, Road Department, Phone (850) 937-2125, Fax (850) 937-2110.

#### **3. Questions and Responses**

Contractors requesting a response from Escambia County shall submit all questions in writing no later than close of business (5:00 p.m. CST), **February 29, 2008** to the appropriate party. Failure to submit requests in writing in a timely manner or receive a response to verbal requests shall not be grounds for a protest.

#### **4. Bid Forms**

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

5. **Delivery**

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

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

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

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

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

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

7. **Safety Regulations**

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

8. **Codes and Regulations**

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

9. **Payment**

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

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place, Suite 140  
Pensacola, FL 32502

**Contract Information**

10. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty Six ( 36 ) months.
- 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.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **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.

13. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **30 days** prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. Adjustment in price shall be

accomplished by written amendment to this contract approved by the Board of County Commissioners.

14. **Purchasing Agreements w/other Gvmt 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 the offeror=s area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid 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 offer.

15. **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.

16. **Ordering**

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

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

17. **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.

18. **Award**

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

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.

19. **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.

20. **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.

21. **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.)

22. **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.

23. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Insurance Requirements**

24. **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 AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

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

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

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

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

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

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

#### **Workers Compensation Coverage**

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

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

#### **General, Automobile and Excess or Umbrella Liability Coverage**

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

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

#### **General Liability Coverage - Occurrence Form Required**

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

**Business Auto Liability Coverage**

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

**Excess or Umbrella Liability Coverage**

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 coverages(s) indicated on each certificate of insurance.

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Lester L. Boyd, Purchasing Specialist  
Office of Purchasing, 2<sup>nd</sup> FL, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

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