

**MISCELLANEOUS ROAD STRIPING SERVICES
(UNIT PRICE CONTRACT)**



BID #: PW 49-12

BID OPENS: SEPTEMBER 6, 2012 @ 3:00 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until 3:00 p.m. (local time) September 6, 2012, for **Miscellaneous Road Striping Services (Unit Price Contract)**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

At 3:00 p.m. (local time), September 6, 2012, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on Miscellaneous Road Striping Services (Unit Price Contract) to be opened at 3:00 p.m., September 6, 2012**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

//Signed// - J Jack Allen
Richard L Brannon
Purchasing Director

08/13/2012
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

MISCELLANEOUS ROAD STRIPING SERVICES THERMOPLASTIC & PAINTED PAVEMENT MARKINGS

SPECIFICATIONS – The purpose of this document is to secure sealed bids for Miscellaneous Road Striping/Re-striping Unit Price Contract for Okaloosa County Roadways.

1.0 SCOPE OF WORK

- 1.1 The scope of work will include, but not be limited to, all field layout, furnishing all equipment, labor, materials, including maintenance of traffic required to complete an application of pavement markings, either Thermoplastic or Painted, in accordance with accepted 2010 FDOT Road & Bridge Standard Specifications and in substantial conformance with the limits established by Okaloosa County Public Works. There is no annual guarantee of work volume. The contract will not preclude the County from seeking alternate contracts on a case by case basis for new construction and existing facilities.

The contract resulting from this solicitation shall commence no earlier than October 1, 2012 and remain in effect until September 30, 2013. This contract may be renewed for 3 additional 1 year periods if in agreement with both parties.

- 1.2 The contractor shall supply all materials including, but not limited to, raised retro-reflective pavement markers and bituminous adhesive, waterborne paint, fast dry solvent paint, glass spheres, sand (anti-slip), and thermoplastic pavement markings. The contractor shall also be responsible for providing all labor, equipment, fuel, traffic control, and placement of signs. All materials shall be listed on the FDOT Qualified Products List (QPL) and meet their respective requirements.
- 1.3 Okaloosa County will compile a list of roads to be re-stripped on an annual basis and submit to the Board of County Commissioners for approval prior to submitting the list to the contractor. The County will compile the re-stripe list based upon accepted American Public Works Association best practices, practice number 31.17 Pavement Markings, established by the County and accepted by the board.

2.0 PAINTED PAVEMENT MARKINGS

- 2.1 **Equipment** – Use equipment that will produce continuous uniform dimensions of pavement markings of various widths and meet the following requirements:
- a. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to product a uniform application of paint and capable of following straight lines and marking normal curves in a true arc.
 - b. Capable of applying glass spheres to the surface of the completed stripe by an automatic sphere dispenser attached to the striping machine such that the glass spheres are dispensed closely behind the installed line. Use

a glass sphere dispenser equipment with an automatic cut-off control that is synchronized with the cut-off of the traffic paint and applies the glass spheres in a manner such that the spheres appear uniform on the entire pavement markings surface with, 50 to 60[^] embedment.

- c. Capable of spraying the paint to the required thickness and width without thinning of the paint. Equip the paint tank with nozzles equipped with cut-off valves, which will apply broken or skip lines automatically.

2.2 Application

- 2.2.1 General** – Before applying traffic striped and markings, remove any material by method approved by the County that would adversely affect the bond of the traffic stripes.

Applying traffic stripes and markings only to dry surfaces, and when the ambient air and surface temperature is at least 40 degrees Fahrenheit and rising. Do not apply traffic stripes and markings when winds are sufficient to cause spray dust.

Apply traffic stripes and markings, having well defined, edges, over existing pavement markings such that not more than 2 inches on either end and not more than 1 inch on either side is visible.

Mix the paint thoroughly prior to pouring into the painting machine. Apply paint to the pavement by spray or other means approved by the County.

Upon request, conduct field testing in accordance with FDOT FM 5-541 and 5-579. Remove and replace traffic stripes and markings not meeting the requirements of this Section at no additional cost to the County.

- 2.2.2 Final Surface** – Painted pavement markings (final surface) will include two applications of Painted Pavement Markings and one application of retro-reflective pavement markers applied to the final surface. Wait at least 14 days after the first application to apply the second application of Painted Pavement Markings (final surface). Second application must be applied prior to final acceptance of the project (new construction projects only).

Apply all retro-reflective pavement markers meeting the requirements of Section 706 of the FDOT Standards Specifications for Road & Bridge Construction.

- 2.2.3 Thickness** – Apply paint to attain a minimum wet film thickness in accordance with the manufacturer's recommendations.

- 2.2.4 Retro-reflectivity** – Apply white and yellow pavement markings that will attain an initial retro-reflectance of not less than 300 mdc/lx*m2 and not less than 250 mcd/lx*m2, respectively.

The County reserves the right to test the markings within 3 days of receipt of the contractor's certification. Failure to afford the County opportunity to test the markings will result in non-payment. The test readings should be representative of the contractor's striping performance. If the retro-reflectivity values measure

below values shown above, reapply the striping at no additional cost to the County.

- 2.2.5 Color** – Use paint material that meets the requirements of FDOT Section 971-1.
- 2.2.6 Glass Spheres** – Apply glass spheres on all pavement markings immediately and uniformly following the paint applications. The rate of application shall be based on the manufacturer's recommendation.
- 2.2.7 Tolerances in Dimensions & in Alignment** – Establish tack points at appropriate intervals for use in aligning stripes, and set a string-line from such points to achieve accuracy.

3.0 DIMENSIONS

- 3.1 Longitudinal Lines** - Apply painted skip line segments with no more than +/- 12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of Portland cement concrete pavement.
- 3.2 Transverse Markings, Gore Markings, Arrows & Messages** – Apply paint in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of +/- 1 inch.
- 3.3 Alignment** – Apply painted stripes that will not deviate more than 1 inch from the string-line on tangents and curves one degree or less. Apply painted stripes that will not deviate more than 2 inches from the string-line on curves greater than one degree. Apply painted edge stripes uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.

Remove and replace at no additional cost to the County traffic stripes that deviate more than the above stated requirements.

- 3.4 Correction Rates** – Make corrections of variations in width at a maximum rate of 10 feet for each .5 inches of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, return to the string-line.
- 3.5 Contractor's Responsibility for Notification** – Notify the County prior to the placement of the materials. Furnish the County with the manufacturer's name and batch numbers of the materials and glass spheres to be used. Ensure that the approved batch numbers appear on the materials and glass spheres packages.
- 3.6 Protection of Newly Painted Pavement Markings** – Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the County.

- 3.7 Corrections for Deficiencies to Applied Painted Pavement Markings** – Reapply a 1.0 mile section centered around any deficiency, at no additional cost to the County.

4.0 SUBMITTALS

- 4.1 Submittal Instructions** – Prepare a certification of quantities, using the County's current approved form, for each project in the contract. Submit the certification of quantities and daily worksheets to the County/Project Manager. The County will not pay for any disputed items until the County/Project Manager approved the certification of quantities.

- 4.2 Contractor's Certification of Quantities** – Request payment by submitting a certification of quantities upon completion of work in the respective location/district, or as directed by the County, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

- a.** The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

- 4.3 Method of Measurement** – The quantities to be paid for under this Section will be as follows:

- a.** The length, in net miles of a 6 inch Solid Traffic Stripe, authorized and acceptably applied.
- b.** The total traversed distance in gross miles of 10-30 or 3-0 skip line. The actual applied line is 25% of the traverse distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.
- c.** The net length, in feet, of each of all other types of lines and stripes, authorized and acceptably applied.
- d.** The number of pavement messages, symbols, and directional arrows, authorized and acceptably applied.
- e.** Lump Sum, as specified in FDOT Section 710-4.1.1 when the item for Painted Pavement Markings (final surface) is included in the proposal.

The net length, in feet of dotted and skip striped other than 10-30 and 3-9 will be measured as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations. Unpainted intervals will not be included in pay quantity.

The gross-mile measurement of 10-30 and 3-9 Skip Traffic Stripes will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe, and will include the unpainted intervals. It will not include any lengths of unpainted intervals which, by design or by other intent of the County, are greater than 30 feet.

5.0 BASIS OF PAYMENT

- 5.1 GENERAL** – Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing the protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.
- 5.2 LUMP SUM PAYMENT** – When the item for Painted Pavement Markings (final surface) is included in the proposal, prices and payments will be full compensation for two applications of all painted pavement markings applied to the final surface, and one application of retro-reflective pavement markers applied to the final surface in accordance with Section 706 of the FDOT Standards.

BID SCHEDULE

ITEM NO. 710	PAINTED PAVEMENT MARKINGS		
	UNIT	PAY ITEM DESCRIPTION	UNIT PRICE
	Per net mile	Traffic Stripes, Solid	
	Per foot	Traffic Stripes, solid	
	Per gross mile	Traffic Stripes, Skip	
	Per foot	Traffic Stripes, Skip	
	Ea	Messages	
	Ea	Arrows	
	Per foot	Yield Markings	
ITEM NO. 710-90	PAINTED PAVEMENT MARKINGS		
	Lump Sum	Final Surface	

6.0 THERMOPLASTIC TRAFFIC STRIPES & MARKINGS

- 6.1 DESCRIPTION** – Apply new thermoplastic traffic stripes and markings, or refurbish existing thermoplastic traffic stripes and markings, in accordance with the contract documents.
- 6.2 MATERIALS** – Use only thermoplastic materials listed on the FDOT Qualified Products List (QPL).
- 6.3 INITIAL OR RECAPPED STRIPES & MARKINGS** – Use materials meeting the requirements of FDOT Section(s) 971-1 and 971-5.
- 6.4 REFURBISHING EXISTING STRIPES & MARKINGS** – Use materials meeting the requirements of FDOT Section(s) 971-1 & 971-5, or 971-6 when specifically in the contract documents.
- 6.5 PERFORMED STRIPES & MARKINGS** – Use materials meeting the requirements of FDOT Section(s) 971-1 and 971-7.

6.6 GLASS SPHERES – Use only glass spheres listed on the Qualified Products List, meeting the requirements of FDOT Section(2) 971-1 and 971-2.

6.7 SAND – Use materials meeting the requirements of FDOT Section 971-5.4.

6.8 EQUIPMENT – Use equipment capable of providing continuous uniform heating of striping materials to temperatures exceeding 390°F, mixing and agitation of the materials reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the striping material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied. Use equipment which can product varying width traffic stripes and which meets the following requirements:

- a. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.
- b. Is capable of applying glass spheres to the surface of the completed stripe by a double drop application for initial traffic striping and marking and a single drop application for recapping and refurbishing. The bead dispenser for the first bead drop shall be attached to the striping machine in such a manner that the beads are dispensed closely behind with the thermoplastic material. The second bead dispenser bead shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first bead drop application. Glass spheres dispensers shall be equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres in a manner such that the spheres appear uniform on the entire traffic stripes and markings surface with, 50 to 60% embedment.
- c. Equipped with a special kettle for uniformly heating and melting the striping material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.
- d. Meet the requirements of the National Fire Protection Association, state, and local authorities.

7.0 APPLICATION

7.1 GENERAL – Remove existing pavement marking such that scars or traces of removed markings will not conflict with new stripes and markings by a method approved by the County. Cost for removing conflicting pavement markings during maintenance of traffic operations to be included in Maintenance of Traffic, Lump Sum.

Before applying traffic stripes and markings, remove any material by a method approved by the County that would adversely affect the bond of the traffic stripes. Before applying traffic stripes to any Portland cement

concrete surface, apply a primer, sealer or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of Portland cement concrete pavement.

Apply traffic stripes or markings only to dry surfaces, and when the ambient air and surface temperature is at least 50°F and rising for asphalt surfaces and 60°F and rising for concrete surfaces.

Apply striping to the same tolerances in dimensions and in alignment specified in 710-5. When applying traffic stripes and markings over existing markings, ensure that no more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

Apply thermoplastic material to the pavement either by spray, extrusion or other means approved by the County.

Conduct field tests in accordance with FDOT Standards FM 5-541 and 5-579. Remove and replace traffic stripes and markings not meeting the requirements of this Section at no additional cost to the County.

- 7.2 PREFORMED THERMOPLASTIC** – Applying markings only to dry surfaces and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer’s recommendations for pre-heating.

8.0 THICKNESS

- 8.1 INITIAL OR RECAPPED STRIPES & MARKINGS** – Apply or recap traffic stripes or markings such that, before application of drop-on glass spheres, all lane lines, center lines, transverse markings and traffic stripes and markings within traffic wearing areas (such as dotted turning guide lines), will have a thickness of 0.10 to 0.15 inch when measured above the pavement surface at the edge of the traffic stripe or marking.

Also, all gore, island, and diagonal stripe markings, bike lane symbols and messages, wherever located, will have a thickness of 0.09 to 0.12 inch when measured above the pavement surface at the edge of the traffic stripe or marking.

- 8.2 REFURBISHING EXISTING TRAFFIC STRIPES & MARKINGS** – Apply a minimum of 0.06 inch of thermoplastic material. Ensure that the combination of existing stripe and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch for all lines.

- 8.3 RETRO-REFLECTIVITY** – Apply white and yellow traffic stripes and markings that will attain an initial retro-reflectivity of not less than 450 mcd/lx*m2 and not less than 350 mcd/lx*m2, respectively for all longitudinal lines. All transverse lines, messages and arrows will attain an initial retro-reflectivity of not less than 300 mcd/lx*m2 and 250 mcd/lx*m2 for white and yellow respectively. All pedestrian cross walks, bike lane symbols or messages in a proposed bike lane shall attain an initial retro-reflectivity of not less than 275 mcd/lx*m2.

The County reserves the right to test the markings within three days of receipt of the Contractor's certification. The test readings should be representative of the contractor's striping performance. If the retro-reflectivity values measure below values show above, the striping will be removed and reapplied at the contractor's expense.

9.0 GLASS SPHERES

9.1 LONGITUDINAL LINES – For initial traffic striping and marking, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres. For refurbishing, apply a single drop of Type 3 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

9.2 TRANSVERSE STRIPES & MARKINGS – Apply a single drop of Type 1 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

Apply a mixture consisting of 50% glass spheres and 50% sharp silica sand to all thermoplastic pedestrian crosswalk lines and bike lane symbols at the rates determined by the manufacturer's recommendations.

9.3 PREFORMED MARKINGS – These markings are factory supplied with glass spheres and skid resistant material. No additional glass spheres or skid resistant material should be applied during installation.

9.4 CONTRACTOR'S RESPONSIBILITY OF NOTIFICATION – Notify the County prior to the placement of the thermoplastic materials. Furnish the County with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

9.5 PROTECTION OF NEWLY APPLIED TRAFFIC STRIPES & MARKINGS – Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the County.

10.0 OBSERVATION PERIOD – Pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

The pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, and poor adhesion to the pavement, loss of reflectivity or vehicular damage. The County reserves the right to check the color and retro-reflectivity any time prior to the end of the observation period.

Replace, at no additional expense to the County, any pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

11.0 CORRECTIONS FOR DEFICIENCIES – Recapping applies to conditions where additional striping material is applied to new or refurbished traffic stripes or markings to correct a deficiency. Recap a 1.0 mile section centered around the deficiency with additional striping material or by complete removal and reapplication at no additional cost to the County.

If recapping will result in a thickness exceeding the maximum allowed, the traffic stripes or markings will be removed and reapplied.

12.0 METHOD OF MEASUREMENT

12.1 GENERAL – The quantities to be paid for under this Section will be as follows:

- a. The length, in net miles, of 6 inch Solid Traffic Stripe, authorized and acceptably applied.
- b. The total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25% of the traverse distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.
- c. The net length, in feet, of all other types of lines and stripes, authorized and acceptably applied.
- d. The area, in square feet, of Removal of Existing Pavement Markings, acceptably removed.
- e. The number of pavement messages, symbols and directional arrows, authorized and acceptably applied.

12.2 CERTIFICATION OF QUANTITIES SUBMITTAL INSTRUCTIONS – Prepare a certification of quantities, using the County's current approved form, for each project in the contract. Submit the certification of quantities and daily worksheets to the County. The County will not pay for any disputed items until the County approves the certification of quantities.

Request payment by submitting a certification of quantities upon completion of work in the respective location/district, or as directed by the County, based on the amount of work done or completed. Ensure the quantities consist of the following:

- a. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

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

BID SCHEDULE

ITEM NO. 711	THERMOPLASTIC		
	UNIT	PAY ITEM DESCRIPTION	UNIT PRICE
	Per net mile	Traffic Stripes, Solid	
	Per foot	Traffic Stripes, Solid	
	Per gross mile	Traffic Stripes, Skip	
	Per foot	Dotted/Guideline	
	Ea	Messages	
	Ea	Arrows	
	Per foot	Yield Markings	
	Per square foot	Thermoplastic, Remove	

I, the undersigned, hereby submit the following proposal:

Submitted on: _____

State Contractor License #: _____

If Bidder is
A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (SEAL)
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

ATTEST _____ (Secretary)

Date of Qualification to do business is _____

Business Address _____

BID PROPOSAL

Place: Okaloosa County
Date: _____, 2012
Project: Miscellaneous Road Striping Services
Proposal #: PW 49-12

Proposal of _____ (hereinafter called "Bidder") *a corporation, organized and existing under the laws of the State of _____, *a partnership, or an individual doing business as _____ to the Board of County Commissioners, Okaloosa County, Florida (hereinafter called "Owner").

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions To Bidders, including, without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. BIDDER will sign and deliver the required number of counterparts of the agreement with the bonds, insurance, and other documents required by the bidding requirements within ten (10) days after the date of OWNER's Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the agreement, that:
 - (a) BIDDER has examined and carefully studied the bidding documents and the following addenda receipt of all which is hereby acknowledged:

(List addenda by Addendum Number and Date)

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work;
- (c) BIDDER is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. BIDDER accepts the determination set forth in "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely. BIDDER acknowledges that such reports and drawings are not contract documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER

do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- (e) BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this bid is submitted as indicated in the contract documents.
 - (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - (g) BIDDER has given ENGINEER written notice of all conflict, errors, ambiguities or discrepancies that BIDDER has discovered in the contract documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
4. BIDDER agrees that the work will be completed and ready for final payment within 10 calendar days after Notice to Proceed. BIDDER accepts the provisions of the agreement as to liquidated damages, as specified, in the event of failure to complete the work within the times specified in the agreement.
 5. BIDDER understands that there is no obligation on the part of the County to award the bid to the lowest BIDDER and the County reserves the right to award the bid to the BIDDER submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.
 6. BIDDER understands that the Board, in its absolute discretion, may reject any bid of a BIDDER that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential BIDDERS.
 7. Terms used in this bid which are defined in the General Conditions or Special Bid Conditions will have the meaning indicated in the General Conditions or Special Bid Conditions.

8. The Bidder agrees to perform all of the general construction work, complete, at the price shown on the following Bid Schedule:
9. Terms used in this bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____, 2012.

State Contractor License No. _____

IF BIDDER IS:

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)
By _____ (SEAL)
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

ATTEST _____ (Secretary)

Business Address: _____

Date of Qualification to do business is _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address _____

Phone #: _____

A Joint Venture

By _____ (SEAL)
(Name)

By _____ (SEAL)

Phone number & address for receipt of official communications.

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

COMPANY DATA

Physical Address & Phone #:

Proposer's Company Name:

Physical Address:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Proposer's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

SPECIAL CONDITIONS

1. **Bid Price** - The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
2. **Applicable Laws and Regulations** - The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
3. **Protection of Work Area** – The successful bidder will be required to protect all work areas necessary to prevent accidents and insure safe working conditions for employees and work related personnel.
4. **Review of Job Site** – For technical information or to see jobsite, contact Clay Simmons, Public Works Department; 850-689-5772 or 850-546-0574; 6:00 a.m. – 4:00 p.m., Monday – Friday.
5. **Bid Information** – For information relating to bid specifications, contact Jack Allen at the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview FL 32536; 850-689-5960.
6. **Specification Exception** – The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.
7. **Right to Waive and Reject:**
 - A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
 - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.
8. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
 - G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
9. **Conditional and Incomplete Bids** - The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.
10. **Investigation of Bidder** - The owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
11. **Preparation of Bids** - Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting bids.

12. **Bid Bond** - Bidders are required to submit a Bid Bond, Cashier's or Certified Check in the amount of 5% of their total bid and **the Bid Bond is to be attached to their bid.**
13. **Performance/Payment Bond** – The successful contractor will be required to submit a Performance Bond in the amount of \$5,000 and the bond will be held for the life of the contract. The Performance/Payment Bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful bidder upon satisfactory completion of the project.
14. **Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

15. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

16. **Identical Tie Bids** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

17. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that

given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

18. **Recycled Content Information** - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

19. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
20. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
21. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids 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 and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

22. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.
23. **Payments** – The contractor shall be paid upon submission of invoices, in duplicate to the Okaloosa County Public Works Dept, 1759 S. Ferdon Blvd, Crestview FL 32536; Attn: Clay Simmons. The invoices must confirm to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order #.
24. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.
25. **Non-Contact** – No communication is allowed between submitting proposers and members of the Selection Committee prior to oral presentations. Failure to comply with this policy will result in disqualification. All communication shall be through Richard Brannon, Purchasing Director, 850-689-5960.

“NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is advertised and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature **Company Name**

Hereby agree to abide by the County's “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability

- 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

		<u>LIMIT</u>
A.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$1,000,000 each accident
B.	Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C.	Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 and 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 quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

PHONE NO.: _____

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin_____ or Recycled_____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content? Yes_____ No_____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes_____ No_____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Bidder: _____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

LIST OF SUBCONTRACTORS

The BIDDER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS

CONTRACTOR'S NAME

AUTHORIZED SIGNATURE

TITLE

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for

_____.
NOW, THEREFORE, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder, whether it acquires its lien by operation of State or Federal law, then this obligation shall be void, otherwise to remain in full force and effect.

PAYMENT BOND

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for _____.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PERFORMANCE BOND

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

BY: _____
ATTORNEY-IN-FACT

WITNESS TO SURETY

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

“SAMPLE” CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2012 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **regarding Miscellaneous Road Striping Services (Unit Price Contract)** for an approximate total price of \$_____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part had made and furnished a Contract Bond with _____ as Surety (as required per the bid package), which is accepted by Parties of the First Part and made a part of this contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin. The official notice will stipulate the date upon which it is expected that the Contractor will begin his work and from which date the working days tabulated against his time limit will begin; all other requirements in regard to the beginning of construction stipulated in the proposal and Special Provisions will date from the official notice. The place where the work is to be started will either be stated in the “Notice to Proceed”; or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion with the time set forth in the proposal. Should the prosecution of work for any reason be discontinued by the Contractor, with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

REPRESENTATIVES: The authorized representative of the County shall be:

Clay Simmons
1759 S. Ferdon Blvd.
Crestview FL 32536
850-689-5772
E-Mail: csimmons@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this _____ day of _____ 2012 and is effective on the _____ day of _____ 2012.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Don Amunds, Chairman