

# ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

## INVITATION TO BID

SPECIFICATION FOR: Firm Fixed Bid Prices for **Annual Purchase of Sign Material** for the benefit of the Public Works Department on an as needed basis.

BID NUMBER: **21-15**

E-BID OPENING DATE: **2:00 pm, Wednesday, July 22, 2020**

### PART A – GENERAL TERMS AND CONDITIONS

#### 1.0 SCOPE

The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$500.00 or more.

The herein included General Terms and Conditions ([PART A](#)), Specifications ([PART B](#)), and the Bidder's Check List ([PART C](#)), together with all attached documents herein identified, constitute the entire bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

#### 2.0 DEFINITIONS

The term "Invitation to Bid" means a solicitation of formal sealed bids. The acronym "ITB" means "Invitation to Bid".

The term "bid" means the offer as a price by the bidder.

The term "bidder" means the offeror or contractor.

The term "County" means Alachua County Board of County Commissioners, Alachua County, Florida.

#### 3.0 DISTRIBUTION OF INFORMATION

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar](#).

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on [DemandStar](#). In order to submit a bid response to this solicitation the bidder must be registered with [DemandStar](#).

#### 4.0 PREPARATION OF BIDS

Bidders are expected to examine the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required by the ITB. The bidder shall sign the ITB and print or type his name, address, email address and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.

Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct. All or None bids will not be considered unless specifically requested in the ITB.

The bidders must state a definite time for delivery of supplies or performance of services.

The bidder should retain a copy of all bid documents for future reference.

All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature.

## 5.0 SUBMISSION OF BIDS

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete submittal in pdf format must be uploaded into [DemandStar](#) prior to the 2:00 p.m. deadline.

### **THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.**

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.

The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar](#) in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form [EXHIBIT A](#) should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. **An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution [EXHIBIT B](#) granting authorization to the representative to execute on behalf of the business.**

The submittal of a proposal by a bidder will be considered by the County as constituting an offer by the bidder to perform the required services at the stated fees.

## 6.0 ADDENDA

Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

## 7.0 ELECTRONIC SIGNATURES

The Parties agree that an electronic version of the submitted bid shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

## 8.0 PROPRIETARY INFORMATION

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 **must be uploaded as a separate pdf file**, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT C, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

## 9.0 INQUIRIES / QUESTIONS

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, via email with reference to the appropriate **BID number and Bid Title** in the subject line of the email to **Theodore White** at [tjwhite@alachuacounty.us](mailto:tjwhite@alachuacounty.us) no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to [DemandStar](#). Oral answers will not be authoritative. All addenda so issued shall become part of the bid documents.

## 10.0 ACCEPTANCE / REJECTION OF BIDS

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the County.

**11.0 WITHDRAWAL OF BIDS**

Modifications to or withdrawal of a bid can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the County.

**12.0 FIRM PRICES**

The bidder warrants that prices, terms and conditions quoted in his bid will be firm from the bid opening date through the agreed upon performance period as specified in the ITB.

**13.0 TERM OF CONTRACT/RENEWAL**

The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on October 1, 2020 and continue through September 30, 2021 unless earlier terminated as provided herein. The county has the option of renewing this agreement for two (2) additional one (1) year-periods and the same terms and conditions outlined here in.

**14.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

The award of the contract, if it is awarded will be to the lowest responsive and responsible bidder whose bid, conforming to the specifications and/or instructions to bidder, will be most advantageous to the County, price and other factors considered. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

The County reserves the right to accept or reject any or all bids in part or in whole with or without cause, to waive irregularities and technicalities, and to request rebids on the material described in the ITB.

The County also reserves the right to award the contract on such material as the County deems will best serve its interest.

The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

The County reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the unless otherwise specified.

If this ITB is for an estimated quantity of supplies, etc., versus purchase of a specific quantity of articles or service, consideration in awarding bid for yearly contracts will be given:

**First** to bidder offering firm prices for full contract period and, **Second** to bidder offering firm prices subject to market price reduction.

**15.0 PERFORMANCE TIME**

All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

## **16.0 INDEMNIFICATION**

The Purchaser agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

## **17.0 WARRANTY**

In addition to any warranty implied by law or fact, and any other express warranties, bidder expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications and to be fit and sufficient for the purpose intended to be merchantable. All warranties shall survive inspection, test, acceptance of and payment by the County.

## **18.0 CONFLICT OF INTEREST**

The bidder, by signing his bid, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

## **19.0 COLLUSION**

The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

**20.0 TAXES**

The County is exempt from any taxes imposed by the State and/or Federal Government. Exemption Certificate will be provided upon request.

**21.0 MANUFACTURER'S CERTIFICATION**

The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

**22.0 COMPLIANCE WITH LAWS AND REGULATIONS**

Bidder agrees to will comply with all federal, state, and local laws and regulations applicable to the productions, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contract(s).

Bidder, by responding to this solicitation, hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

**23.0 MODIFICATIONS OR CHANGES**

No agreement or understanding to modify this ITB and resultant purchase orders or contracts shall be binding upon the County unless made in writing by the Procurement Manager or authorized representative of the County.

**24.0 DEFAULT AND TERMINATION**

The County reserves the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, and/or with or without cause.

The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.

In case of default by the bidder, the County may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.

If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds. Fiscal Non-Funding: In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence, and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the County.

**25.0 NON WAIVER**

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

**26.0 ASSIGNMENT OF INTEREST**

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

**27.0 SUCCESSORS AND ASSIGNS**

The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

**28.0 MISCELLANEOUS**

These terms and conditions are in addition to and not intended as a limitation on any other terms and conditions agreed to between the parties.

**29.0 SWORN STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction of 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.

### 30.0 **BOOKS AND RECORDS**

The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

### 31.0 **ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of employees, other persons and property.

Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

### 32.0 **WORKPLACE VIOLENCE**

Employees of bidders are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person

### 33.0 **DRUG FREE WORKPLACE**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete **EXHIBIT E**.

### 34.0 **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION**

36.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

36.2 The SBE Program Participation Form, **EXHIBIT D**, should be completed for your proposal to be considered responsive.

36.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

36.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its bid response.

36.5 The County will award a five-percent bid price preference, not to exceed \$50,000 on a single bid, to any certified SBE that submits a bid.

36.6 The County will award a three-percent bid price preference, not to exceed \$50,000 on any single bid, to any Contractor that agrees to use certified SBE for at least 15 percent of the dollar value of the bid.

36.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

#### 34.8 **Proposed Subcontractors Requirements**

34.8.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated



percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, [EXHIBIT D, Option 3](#).

34.8.2 If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, [EXHIBIT D, Option 4](#).

**34.9 Good Faith Effort Requirements**

34.9.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

34.9.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's. , The good faith efforts that may be considered by the County are listed under Section 22.11-207, of the Alachua County Code:

34.9.2.1 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, [EXHIBIT D](#).

**35.0 VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term "Bidder" includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

**35.1 Notice of Solicitations and Awards**

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

**35.2 Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

37.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

35.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;

35.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and

35.2.1.3 The Solicitation instructions are unclear or contradictory.

**35.2.2 Timing and Content of the Solicitation Protest**

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 "Procurement", Article 9 "Legal and Contractual

Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

### 35.3 **Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

#### 35.3.1 **Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

- 35.3.1.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
- 35.3.1.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
- 35.3.1.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

#### 35.3.2 **Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth Business day after the County’s proposed Award decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

### 35.4 **Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

35.5 **Stay of Procurement during Protests**

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

35.5.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;

35.5.2 necessary to avoid or substantial reduce significant damage to County property;

35.5.3 necessary to avoid or substantially reduce interruption of essential County Services; or;

35.5.4 otherwise in the best interest of the public.

36.0 **CONTRACTOR'S INSURANCE**

The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in,

**EXHIBIT F.**

**Failure to maintain such insurance may be deemed as a cause of termination of this agreement**

## **PART B - SPECIFICATIONS**

### **1.0 SCOPE OF SERVICES**

- 1.1 The following specifications are intended to describe the purchase of sign materials for the Public Works Department in Alachua County.

### **2.0 DESCRIPTION OF GOODS AND SERVICES**

- 2.1 The products to be ordered are described on the Bid Form, Exhibit A.
- 2.2 Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities, or delete items as required.
- 2.3 The County reserves the option to add item(s) within the scope of the bid, by obtaining such items via the County's regular Procurement Procedures.

### **3.0 SUBSTITUTIONS**

- 3.1 Where the specification indicates "or Equal" the Bidder may propose a substitute by indicating the brand name, part number and packaging. However, as specified in General Terms 10 and 11 above, the Bidder is responsible to prove equivalency. Documentation and/or samples must be supplied upon request within 4 days. In the event that the Bidder is awarded the equivalent item, but it is later determined that the item does not meet required standards, in the judgment of the County, the Bidder must bear all costs for return of such goods, and the item will be procured from the next qualified bidder.

### **4.0 DELIVERY**

- 4.1 Delivery is required within 7 days of receipt of order. In the event the product is not available, the vendor shall contact the Sign Shop Manager, to advise when the delivery can be expected. If the delay in delivery is not accepted by the Sign Shop Manager, the County at its option may seek the product from another supplier.
- 4.2 Prices bid must include shipping and handling costs.

### **5.0 AWARD**

- 5.1 The County reserves the right to award multiple contracts for the items specified. In order to receive a contract, a bidder must qualify for award of at least seven (7) items.

### **6.0 ANNUAL PRICE ADJUSTMENTS**

- 6.1 If requested price adjustments (whether an increase or decrease) will be based on the change in the Consumer Price Index or for the preceding twelve (12) months as calculated and published by the United States Department of Labor.
- 6.2 Prices adjustments may be submitted in writing once a year (October 1 – September 30) with a sixty (60) calendar day notice. The County reserves the right to accept and approve any price adjustments.

## PART C – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ EXHIBIT A, [Bid Form](#) (Remember to fill this form out completely) THIS FORM MUST BE SIGNED.
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Fill out all of the exhibits as required, especially [Exhibit B](#), Small Business Enterprise (SBE) Program Participation Form and [Exhibit E](#) Drug Free Workplace Form.
- ☐ EXHIBIT F, Include any insurance requirements.
- ☐ Include any bonds that may be applicable.
- ☐ Remember to post your Bid on [DemandStar](#) prior to the submittal deadline.

If you have questions concerning these items or other, sections of the bid solicitation please contact Procurement for clarification prior to submitting your bid.

## **EXHIBIT A**

### **BID FORM**

BID: **21-15 Annual Purchase of Sign Material**

BID OPENING DATE: **2:00 pm, Wednesday, July 22, 2020**

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

<b>TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'</b>				
<b>DESCRIPTION</b>	<b>SIZE INCHES</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
ALL WAY	18X6	5	R1-3P	
ADVISORY SPEED PLATE (NO SPEED)	18 X 18	20	W13-1	
ADVISORY SPEED PLATE 15 MPH	18 X 18	35	W13-1	
ADVISORY SPEED PLATE 20 MPH	18 X 18	15	W13-1	
ADVISORY SPEED PLATE 25 MPH	18 X 18	20	W13-1	
ADVISORY SPEED PLATE 30 MPH	18 X 18	20	W13-1	
ADVISORY SPEED PLATE 35 MPH	18 X 18	35	W13-1	
ADVISORY SPEED PLATE 40 MPH	18 X 18	20	W13-1	
ADVISORY SPEED PLATE 45 MPH	18 X 18	35	W13-1	
AIRPORT SYMBOL	24 X 24	5	I-5	
ALACHUA COUNTY ROUTE MARKER	24	75	M1-6	

TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
ALACHUA COUNTY ROUTE MARKER	36	75	M1-6	

TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
BEGIN RIGHT TURN LANE YIELD TO BIKES	36 X 30	5	R4-4	
BICYCLE LANE DESIGNATION	30 X 24	5	R3-17	
CATTLE CROSSING SYMBOL	30 X 30	5	W11-4	
CROSS ROAD SYMBOL	30 X 30	25	W2-1	
DEAD END	24 X 24	20	W14-1	
DEAD END	36 X 8	35	W14-1AR	
DEAD END	36 X 8	35	W14-1AL	
DIRECTION GUIDANCE MARKER, CHEVRON	18 X 24	50	W1-8	
DIVIDED HIGHWAY SYMBOL	24 X 18	10	R6-3	
DO NOT BLOCK INTERSECTION	24 X 30	5	R10-7	
DO NOT ENTER	30 X 30	15	R5-1	
DOWNWARD POINTING ARROW (AT CROSSING)	24 X 12	25	W16-7p	
DUCK CROSSING SYMBOL	30 X 30	5	W11-12	
END SCHOOL ZONE	24 X 30	20	S5-2	
EQUESTRIAN (SYMBOL)	30 X 30	10	W11-7	

TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
FIRE STATION	30 X 30	20	W11-8	
FLORIDA ROUTE MARKER	24 X 24	20	FTP-28	
FLORIDA ROUTE MARKER	30 X 24	25	FTP-28	
FUTURE THRU STREET (black on white)	24 X 30	20	N/A	
GOLF CART CROSSING (SYMBOL)	36 X 36	5	FTP-39	
INTERSTATE SHIELD 75	24	5	M1-1	
JCT	21 X 15	25	M2-1	
KEEP RIGHT SYMBOL	24 X 30	5	R4-7	
KEEP RIGHT, WITH NO ARROW	24 X 30	5	R4-7A	
LARGE ARROW	48 X 24	5	W1-6	
LARGE DOUBLE ARROW	48 X 24	10	W1-7	
LEFT CURVE	30 X 30	25	W1-2L	
LEFT LANE MUST TURN LEFT	30 X 30	5	R3-7L	
LEFT REVERSE CURVE	30 X 30	10	W1-4L	
LEFT REVERSE TURN	30 X 30	10	W1-3L	
LEFT SIDE BRIDGE END MARKER	12 X 36	35	OM-3L	
LEFT TURN	30 X 30	20	W1-1L	
LEFT WINDING ROAD	30 X 30	10	W1-5L	
LENS, BLACK, WHITE, BLACK BORDER	30 X 30	20	R5-5B	
LENS, BLACK, WHITE, BLACK BORDER X	24 X 30	25	R11-11	
LENS, BLUE / YELLOW	21 X 15	25	M6-1	
LENS, WHITE, BLACK BORDER	24 X 24	10	R5-5B	



TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
LENS, YELLOW, BLACK BORDER	24 X 24	15	W41-1	
LENS, YELLOW, BLACK BORDER	30 X 30	50	W41-1	
LIMITED SIGHT DISTANCE	30 X 30	15	W14-4	
LOW VEHICLE MAY DRAG ON RR TRACKS (SYMBOL)	36 X 36	5	FTP-40	
NARROW BRIDGE SYMBOL	30 X 30	20	W5-2A	
NO "U" TURN SYMBOL	30 X 30	5	R3-4	
NO DUMPING	18 X 24	20	R10-11	
NO LEFT TURN SYMBOL	24 X 24	5	R3-2	
NO OUTLET	24 X 24	35	W14-2	
NO OUTLET	36 X 8	35	W14- 2AR	

TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
NO OUTLET	36 X 8	35	W14-2AL	
NO PARKING ANYTIME	18 X 24	35	R7-1	
NO PARKING HERE TO CORNER	18 X 24	25	R7-11	
NO RIGHT TURN SYMBOL	24 X 24	5	R3-16	
NO TRUCKS SYMBOL	24 X 24	10	R5-2	
ONE WAY LEFT	18 X 24	10	R6-2L	
ONE WAY LEFT	36 X 12	5	R6-1L	
ONE WAY RIGHT	36 X 12	5	R6-1R	
ONE WAY RIGHT	18 X 24	5	R6-1R	
PARKING BY DISABLED PERMIT ONLY	12 X 18	25	R7-8-FL	
PAVEMENT ENDS SYMBOL	30 X 30	5	W8-3A	
PLAYGROUND SYMBOL	36 X 36	5	W15-1	
PREFERENTIAL BIKE LANE (ENDS)	30 X 12	10	R3-17b	
RAILROAD ADVANCED WARNING	30	10	W10-1	
RAILROAD ADVANCED WARNING (CROSSROAD)	30 X 30	10	W10-2	
RAILROAD ADVANCED WARNING (SIDEROAD)	30 X 30	10	W10-3	
SPEED REDUCTION AHEAD (NO NUMBERS IN TEXT)	36 X 36	50	W3-5	
RESERVED PARKING HANDICAP	12 X 18	25	R7-8-FL	
RIGHT CURVE	30 X 30	35	W1-2R	
RIGHT LANE MUST TURN RIGHT	30 X 30	5	R3-7R	

RIGHT REVERSE CURVE	30 X 30	5	W1-4R	
RIGHT REVERSE TURN	30 X 30	5	W1-3R	
RIGHT SIDE BRIDGE END MARKER	12 X 36	50	OM-3R	

TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
RIGHT TURN	30 X 30	10	W1-1R	
RIGHT WINDING ROAD	30 X 30	10	W1-5R	
ROAD CLOSED	48 X 30	10	R11-2	
ROAD NARROWS	30 X 30	10	W5-1	
SCHOOL SPEED LIMIT (NO NUMBERS IN TEXT WHEN FLASHING)	24 X 48	5	S5-1	
SIDE ROAD SYMBOL	30 X 30	50	W2-2	
SIGNAL AHEAD SYMBOL	30 X 30	15	W3-3	
SLIPPERY WHEN WET	30 X 30	10	W8-5	
SPEED LIMIT 20 MPH	24 X 30	10	R2-1	
SPEED LIMIT 25 MPH	24 X 30	35	R2-1	
SPEED LIMIT 30 MPH	24 X 30	75	R2-1	
SPEED LIMIT 35 MPH	24 X 30	25	R2-1	
SPEED LIMIT 40 MPH	24 X 30	35	R2-1	
SPEED LIMIT 45 MPH	24 X 30	35	R2-1	
SPEED LIMIT 50 MPH	24 X 30	5	R2-1	
SPEED LIMIT 55 MPH	24 X 30	50	R2-1	

SPEED LIMIT BLANK (NO SPEED)	24 X 30	25	R2-1	
STOP	18 X 18	10	R1-1	
STOP	24 X 24	75	R1-1	
STOP	30 X 30	100	R1-1	

TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE REFLECTIVE (DG3) 4000 SERIES, PS, 'NO SUB'				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
STOP	36 X 36	20	R1-1	
STOP AHEAD SYMBOL	30 X 30	50	W3-1A	
STOP HERE ON RED	24 X 36	5	R10-6	
US ROUTE MARKER (NO NUMBERS)	24 X 24	10	M1-4	
WEIGHT LIMIT (NO NUMBERS IN TEXT) TONS PER AXLE, TONS GROSS	36 X 24	5	R12-4	
WEIGHT LIMIT TON	24 X 30	10	R12-1	
YIELD	36 X 36 X 36	35	R1-2	

TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE FLUORESCENT (DG3) YELLOW- GREEN, 4083, PS				
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH
BICYCLE SYMBOL	30 X 30	10	W11-1	
BUS STOP SYMBOL VIP	36 X 36	10	S3-1	
DOWNWARD POINTING ARROW	24 X 12	10	W16-7P	
IN STREET PEDESTRIAN CROSSING (YIELD) / STOP	12 X 36	10	R1—6/a	

<b>TRAFFIC SIGN FACES: 3M BRAND, DIAMOND GRADE FLUORESCENT (DG3) YELLOW-GREEN, 4083, PS</b>				
<b>DESCRIPTION</b>	<b>SIZE INCHES</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
LENS WITH BLACK BORDER	30 X 30	25	W41-1	
PEDESTRIAN SYMBOL	30 X 30	10	W11-2	
SCHOOL ( AHEAD )	24 X 12	20	W16-9p	
SCHOOL ADVANCED	30 X 30	15	S1-1	
SCHOOL ADVANCED	36 X 36	10	S1-1	

<b>ELECTRO FILM (EC FILM): 3M BRAND, TRANSPARENT, ACRYLIC, PS, NO PUNCHINGS</b>				
<b>DESCRIPTION</b>	<b>SIZE IN X YDS</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
BLUE	36 X 50	2	1175	
BLUE	48 X 50	1	1175	
BROWN	36 X 50	2	1179	
BROWN	48 X 50	1	1179	
GREEN	36 X 50	10	1177	
GREEN	48 X 50	2	1177	
RED	36 X 50	2	1172	
RED	48 X 50	2	1172	

<b>EPOXY RESIN, PAINT SUPPLIES, PAINT, FLUORESCENT TRAFFIC CONES WITH REFLECTIVE 4”/6” COLLARS</b>				
<b>DESCRIPTION</b>	<b>SIZE</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
EPOXY RESIN ADHESIVE, PARTS A & B (SETS)	1 GAL CAN	10	N/A	
DROP ON TYPE, SPHERICAL REFLECTIVE, GLASS BEADS	50 LB BAGS	25	N/A	
PAINT, TRAFFIC ACRYLIC WATER BASE, FAST DRY, WHITE, <b>FL DOT APPROVED. NO LEAD 12470-4</b>	5 GAL	20	N/A	
PAINT, TRAFFIC ACRYLIC WATER BASE, FAST DRY, YELLOW, FL DOT APPROVED. NO LEAD 13109-2	5 GAL	5	N/A	
TRAFFIC CONES, 100 % (PVC) ORANGE FLUORESCENT, FDOT, WIDE BASE, , , 12 LBS. WITH A 4 INCH AND A 6 INCH DIAMOND GRADE REFLECTIVE COLLARS (AFFIXED)	36 IN HEIGHT	200	N/A	

<b>3M BRAND PRESPACING TRANSFER TAPE: SCPS-2, 'NO SUB'</b>				
<b>DESCRIPTION</b>	<b>SIZE IN X YDS</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
PRESPACING TRANSFER TAPE	4 X 100	20	SCPS-2	
PRESPACING TRANSFER TAPE	6 X 100	25	SCPS-2	
PRESPACING TRANSFER TAPE	8 X 100	30	SCPS-2	
PRESPACING TRANSFER TAPE	12 X 100	10	SCPS-2	
PRESPACING TRANSFER TAPE	18 X 100	5	SCPS-2	

<b>ROLL GOODS SHEETING: 3M BRAND, 'NO SUB', ELECTROCUT FILM 7725-12, PS, NO HOLE PUNCHINGS</b>				
<b>DESCRIPTION</b>	<b>SIZE IN X YDS</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
BLACK	36 X 50	6	7725-12	
BLACK	48 X 50	3	7725-12	

<b>ROLL GOODS: 3M BRAND, "NO SUB", CONSPICUITY TAPE, DIAMOND GRADE, REFLECTIVE, PS</b>				
<b>DESCRIPTION</b>	<b>SIZE IN X YDS</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
RED / WHITE	2 W X 150	5	32ES	

<b>ROLL GOODS : 3M BRAND, DIAMOND GRADE (DG3) REFLECTIVE, 'NO SUB', PS</b>				
<b>DESCRIPTION</b>	<b>SIZE IN X YDS</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
WHITE	8 X 50	10	4090	
WHITE	24 X 50	5	4090	
WHITE	30 X 50	8	4090	
WHITE	36 X 50	3	4090	
YELLOW	18 X 50	1	4092	
YELLOW	24 X 50	3	4092	
YELLOW	30 X 50	3	4092	
YELLOW	36 X 50	2	4092	
RED	18 X 50	2	4092	

<b>ROLL GOODS : 3M BRAND, DIAMOND GRADE (DG3) FLUORESCENT, 'NO SUB', PS</b>				
<b>DESCRIPTION</b>	<b>SIZE IN X YDS</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
FLUORESCENT ORANGE	48 X 50	1	4084	
FLUORESCENT YELLOW-GREEN	24 X 50	1	4083	
FLUORESCENT YELLOW-GREEN	30 X 50	1	4083	
FLUORESCENT YELLOW-GREEN	36 X 50	1	4083	



<b>ALUMINUM POP-RIVETS, FLEXSTAKE &amp; SHURTITE BRAND DELINEATOR POSTS, GALVANIZED CHANNEL IRON POSTS, GALVANIZED SQUARE TUBING, GUARD RAIL REFLECTORS, PYRAMID CAPS, PANELS, BARRICADE SHEETING</b>				
<b>DESCRIPTION</b>	<b>SIZE FT X DIA</b>	<b>EST QTY</b>	<b>CODES</b>	<b>UNIT COST EACH</b>
BLIND ALUMINUM POP RIVETS, 3/16" x 3/8" GRIP RANGE, #66, MALE SMALL HEAD	3/16 X 1/2 (Grip Range)	5000	N/A	
DELINEATOR POST, GROUND MOUNT, <b>WHITE, FLEXSTAKE BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
DELINEATOR POST, GROUND MOUNT, <b>YELLOW, FLEXSTAKE BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
DELINEATOR POST, SURFACE MOUNT WITH BASE, <b>WHITE, FLEXSTAKE BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
DELINEATOR POST, SURFACE MOUNT WITH BASE, <b>YELLOW, FLEXSTAKE BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
DELINEATOR POST, GROUND MOUNT, <b>WHITE, SHUR-TITE SHUR-FLEX BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
DELINEATOR POST, GROUND MOUNT, <b>YELLOW, SHUR-TITE SHUR-FLEX BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
DELINEATOR POST, SURFACE MOUNT WITH BASE, <b>WHITE, SHUR-TITE SHUR-FLEX BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
DELINEATOR POST, SURFACE MOUNT WITH BASE, <b>YELLOW, SHUR-TITE SHUR-FLEX BRAND, HD, NO SUB</b>	4 FT HIGH	25	N/A	
3" DIAMETER MOUNTED <b>CRYSTAL</b> GUARDRAIL REFLECTORS/WINGED-PLASTIC, <b>CLEAR/WHITE</b>		500	GR-1C	

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1    Yes    No    #2    Yes    No    #3    Yes    No    #4    Yes    No

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

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

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

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

## EXHIBIT B

\_\_\_\_\_  
(Insert Name of Corporation)

### **CORPORATE RESOLUTION**

#### **GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of \_\_\_\_\_, a

(insert name of company)

\_\_\_\_\_ corporation (the “Corporation”), at a duly and properly

(insert state of incorporation)

held meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, did hereby consent to, adopt,  
ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing under the laws of  
the State of \_\_\_\_\_ and is authorized to do business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into contracts and  
conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the Corporation  
listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts  
and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to  
the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications  
for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related  
to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision  
of the State of Florida:

**NAME**

**TITLE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME

TITLE

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

**(Corporate Seal) Secretary of the Corporation**

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

\_\_\_\_\_  
(Print Secretary's Name)

## **EXHIBIT C**

### **PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

#### **I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- - - OR - - -

#### **II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY**

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**Small Business Enterprise (SBE) Program Participation Form**

**BID NUMBER: 21-15 Annual Purchase of Sign Material**

***OPTION 1***

**I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.**

**Circle One:**

**Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to Option 2).**

***OPTION 2***

**I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.**

**Circle One:**

**Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to Option 3.)**

## EXHIBIT D

**BID NUMBER: 21-15 Annual Purchase of Sign Material**

### ***OPTION 3***

**SBE Participation.** I certify that our Company has contacted the Alachua County's Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

**SBEs are located in the [Alachua County Small Business Enterprise Directory](#).**

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the total dollar value and percentage of the bid set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to Option 4 and document your Good Faith Effort.**

SBE Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

SBE Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

SBE Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

## **EXHIBIT D**

**BID NUMBER: 21-15 Annual Purchase of Sign Material**

### ***OPTION 4***

**SBE Good Faith Effort. To be considered responsive all Vendors should have SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.**

**In accordance with Section 22.11-207, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)**

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_



## **EXHIBIT D**

**BID NUMBER: 21-15 Annual Purchase of Sign Material**

**I as the undersigned Vendor certify that I have completed one of the option(s) below (Circle One):**

**OPTION 1      OPTION 2      OPTION 3      OPTION 4**

**If you are unable to certify that, you have completed to the best of your knowledge and belief OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) Procurement at 352.374.5202, for direction.**

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

## **EXHIBIT E**

### **DRUG FREE WORKPLACE**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process

The undersigned vendor in accordance with §287.087, Florida Statute hereby certifies that

---

Name of Business

Does:

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 bid 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 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 abuse 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 this section.

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

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Bidder's Signature

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Date

## **EXHIBIT F**

### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS** The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**            **Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

The Certificate of Insurance must contain the following:

Department Contact:	John Nazal
Department:	Public Works
Dept. Contact Phone:	352-374.5245
Dept. Contact Email:	jnazal@AlachuaCounty.US
BID:	21-15 Annual Purchase of Sign Material