

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850)595-4980  
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<http://www.myescambia.com>



**CERTIFICATION OF CONTRACT**

**TITLE: Escambia County Transit (ECAT) Bus Bench Advertising**

**CONTRACT NO.: PD 09-10.066**

**AWARD DATE: September 16, 2010**

**EFFECTIVE DATE: January 16, 2011**

**AWARD: That the Board award a Contract for PD 09-10.066, Escambia County Area Transit Bus Bench Advertising, to Martin-Mency for a period of five years with an additional five-year period, in accordance with the terms and conditions of the solicitation at the following income revenue rates:**

<b>Years 1-5</b>	<b>15% of gross revenues to the County</b>
<b>Years 6-10</b>	<b>18% of gross revenues to the County</b>
<b>Per unit annual guarantee:</b>	
<b>Years 1-3</b>	<b>\$120 per unit</b>
<b>Years 4-8</b>	<b>\$130 per unit</b>
<b>Years 8-10</b>	<b>\$150 per unit</b>

**STATUS: That the Board ratify the revised Contract for PD 09-10.066, Escambia County Area Transit Bus Bench Advertising previously awarded to Martin-Mency of Escambia County, LLC.**

**Pursuant to Board action on September 16, 2010 Martin-Mency was awarded the Contract for PD 09-10-066, Escambia County Area Transit Bus Bench Advertising. After the Contract was awarded, the City of Pensacola declined to participate with respect to those bus benches (currently 131) and shelters (currently 29) within the incorporated portions of the County, and the subject Contract was revised to include only those bus benches (currently 150) and shelters (currently 25) within the unincorporated areas of the County.**

**CONTRACTOR(S): Martin-Mency Escambia County, LLC**

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, Purchasing Coordinator (850) 595-4878 (850) 695-4878 E-MAIL [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)**

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on September 16, 2010, a lease agreement has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Escambia County Transit (ECAT) Bus Bench Advertising as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, price, and conditions of this contract and with the suppliers specified.

- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60.** Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials and/or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

**ORDERING INSTRUCTIONS**

**Martin-Mency of Escambia County LLC**

ALL ORDERS SHOULD BE DIRECTED TO: **Patrick Mency**

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: **27-1560216**

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: **N/A**

VENDOR NAME: **Martin-Mency of Escambia County LLC**

STREET ADDRESS OR P.O. BOX: **150 NW 70<sup>th</sup> Avenue, Suite 3**

CITY, STATE, ZIP CODE: **Plantation, FL 33317**

CONTACT PERSON: **Patrick Mency**

PHONE #: **(904) 537-0322**      MOBILE#:      FAX#: **(305) 655-9949**

E-MAIL ADDRESS: **pmency@southeastadvertising.com**

HOME PAGE ADDRESS:

EMERGENCY CONTACT PERSON: **Scott Martin**

PHONE#:      MOBILE#:      FAX#:

DISASTER SERVICE CONTACT PERSON:

HOME ADDRESS: **N/A**

HOME PHONE#:    CELL#      PAGER#:

TERMS OF PAYMENT:    NET 30 DAYS   X   2% 10th PROX \_\_\_\_\_

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD:    \_\_\_\_\_ Yes      \_\_\_\_\_ No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

LICENSEE ADVERTISING AGREEMENT FOR  
PLACEMENT OF REST BENCHES AND SHELTERS ON  
ESCAMBIA COUNTY RIGHTS-OF-WAY

THIS AGREEMENT is made and entered into on the 16<sup>th</sup> day of September, 2010, by and between the Board of County Commissioners of Escambia County, Florida, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Escambia County" or "County"), and Martin Mency of Escambia County, LLC, a Foreign Limited Liability Company authorized to transact business in the State of Florida, with administrative offices at 150 NW 70th Avenue, Suite 3, Plantation Florida 33317, and whose Federal Tax Identification Number is 27-3197045, (hereinafter referred to as "Licensee").

**WITNESSETH:**

**WHEREAS**, the Licensee seeks an Agreement with Escambia County authorizing the placement by it of rest benches and shelters along public streets and thoroughfares and other localities within Escambia County, which serves the public convenience and necessity; and

**WHEREAS**, the Licensee desires to enter into a contractual agreement with Escambia County by this Agreement regarding the placement and the sale of advertising on such rest benches and shelters; and

**WHEREAS**, the County wishes to enter into such an Agreement for the sole and exclusive purpose of raising revenue for Escambia County; and

**WHEREAS**, Escambia County believes that it will be in the best interest of the citizens for the placement on County rights-of-way of rest benches and shelters, which shall at all times remain a nonpublic forum, by the Licensee at appropriate points throughout the County rights-of-way.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and Agreements hereinafter set forth, it is mutually agreed and covenant as follows, to-wit:

1. **LICENSE GRANT.** Escambia County does hereby grant unto the Licensee, its successors and assigns, subject to the conditions stated herein, the sole and exclusive license, privilege, and right to place rest benches and shelters along public streets and thoroughfares, and other localities which will serve the public convenience and necessity within the *unincorporated* areas of Escambia County. All rest benches and shelters are and shall remain the exclusive personal property of the Licensee which shall be solely responsible for their erection, safety, and maintenance. It is the express intent of the Board of County Commissioners that the County's rights-of-way, which are

the subject of this Agreement, are not dedicated to First Amendment activity and that by this Agreement, Escambia County is acting only in its proprietary capacity to generate revenue for the County.

2. **BUS SHELTERS AND BUS BENCHES.** Unless approved by ECAT, no more than one bus shelter or bus bench shall be placed at a bus stop location. All bus shelters and bus benches shall be placed at a bus stop in the service area. The ECAT service area shall be defined as streets, roads, and/or highways traveled by ECAT bus routes. Bus shelters and bus benches shall be placed, maintained, and relocated as required by Escambia County or designated agent and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation. The bus shelters and bus benches are for the convenience of those using public transportation and shall be placed only at bus stops along the ECAT service area. All bus shelters and bus benches shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities."

Licensee will replace all existing benches (currently 150) at existing bus stop locations in the first 120 days after issuance of all necessary permits, and replace all existing bus shelters (currently 25) at existing bus stop locations within the first 180 days after issuance of all necessary permits. Licensee shall submit applications for all necessary permits within the first thirty (30) days of this Agreement.

3. **SITE LOCATION AND APPROVAL.** Prior to the placement of any new bus benches or shelters by the Licensee within the unincorporated areas of Escambia County, the Licensee shall submit to the Escambia County Area Transit, as agent for the County, a list of such proposed sites which have been selected for said benches or shelters, and shall obtain the placement approval for such sites from Escambia County Area Transit and from any other governmental authority necessary to carry out such placements.

All bus shelter and bus bench locations must be approved by the County or designated agent. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, Licensee may locate bus shelters and bus benches on private property within the service area provided, however, that the Licensee secure, at its own expense, written leases, authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such bus shelters and bus benches shall be subject to compliance with the provisions of this Agreement.

4. **PLACEMENT.** Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, must adhere to all federal, state, and local laws, ordinances, and regulations. Where rights-of-way prohibit the pouring of concrete slab to facilitate the installation of a primary bus bench, Licensee shall install an alternate design to insure no disruption of service, provided that such alternate design adheres to all federal, state, and local laws, ordinances, and regulations.

5. **DESIGN.** Any proposal submitted should include a complete set of drawings detailing the design and construction of any and all bus shelters and bus benches proposed to be placed in the service area. The County or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing. Licensee may propose use of a different bus shelter and/or bus bench design, type, and construction that may be more compatible to a unique location.

All bus shelters and bus benches shall meet or exceed hurricane wind resistance building code requirements.

Licensee shall locate and design the bus shelters and bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

Licensee agrees to use solar powered products to light its bus shelters. Light sources shall be shielded so as to not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting shall not interfere with the night vision of drivers. No exposed neon tubing is permitted.

All bus shelters must be ADA compliant.

No bus bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line is greater than forty-five degrees, and no bench, unless otherwise authorized, may be placed so that it is closer than sixteen inches to the face of the curb or further if applicable regulation requires.

## 6. **PERMIT REQUIREMENTS**

Licensee shall obtain a separate permit from the County and/or City for each bus shelter and each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a bus shelter must be accompanied by the following:

- A. Information as the County, City, and/or designee may require.
- B. Detailed plans and specifications of the bus shelter.

## 7. **PERMIT CHARGE**

Licensee shall pay any fees, costs, and permit charges regularly assessed by the County and/or City, and further agrees that the bus shelters shall be constructed in conformity with Escambia County Code and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation.

Permits for bus shelters may be issued at any time during the calendar year, upon application and payment in full of the required fees. Unless all required fees have been remitted, no permit or renewal of a permit shall be issued to the Licensee.

Permits issued shall not be assigned to any other person, partnership, association, or corporation.

8. **ADVERTISEMENTS.** Licensee agrees that it shall utilize the bus shelters and bus benches for advertising pursuant to design diagrams attached to and submitted with their proposal. All advertising must be approved by the County or designee and shall meet the following:

A. No advertisement or sign on any bus shelter or bus bench shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.

B. No advertisement or sign on any bus shelter or bus bench shall be displayed which would be offensive or objectionable to the public, or which advertises competing services or products directly in front of competing businesses primarily devoted to providing such services or products. Should the County or designee, in its sole discretion, determine any advertising on any bus shelter or bus bench to be indecent or vulgar, the Licensee shall remove all such advertising within twenty-four hours after the County or designee serves notice upon the Licensee requiring the removal of such advertising pursuant to this paragraph.

C. No advertisement or sign on any bus shelter or bus bench shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

D. The Licensee shall have the exclusive right and the sole privilege to place advertisements of desirable businesses upon the aforesaid benches and shelters and to rent, license, or sell the right to use said benches and shelters for advertising purposes; provided, however, that Escambia County reserves the right to disapprove of any particular advertisement for any reason in any particular location based upon the reasonable discretion of the Board of County Commissioners.

E. It is the intent of the Board of County Commissioners that such benches and shelters at all time shall remain a nonpublic forum. There shall be no liquor, tobacco, x-rated movies, adult bookstore, massage parlor, pawn shop, tattoo parlor, firearms, or check cashing advertising of any nature whatsoever placed upon such benches and shelters. In addition, no political or political advocacy advertising shall be allowed in order to minimize chances of abuse, the appearance of favoritism on the part of the Board of County Commissioners on any particular issue, and the risk of imposing such advertising messages upon a captive audience using such benches and shelters.

F. No advertising shall be accepted by the Licensee that is:

1. False, misleading or deceptive; or
2. Obscene, pornographic or sexually suggestive; or
3. Defamatory or scornful of a particular individual or group or

- persons; or
- 4. Inflammatory or supportive of lawlessness or violent action; or
- 5. Promoting alcohol, illegal drugs, firearms or tobacco products; or
- 6. Promoting illegal or destructive behavior.

Upon notice of such disapproval, the Licensee shall remove such advertisement. The Licensee agrees and understands it shall be totally responsible for the loss of any monies relating to such advertisement removal.

G. Licensee shall provide up to ten percent of its bus shelter panels and bus benches for public service advertising for the County or designee. The Contractor shall provide the bench at no cost to the County with the cost of panel production paid for by the County. No fees or revenue calculation shall apply to these bus shelter panels or bus benches. The advertisement copy shall be provided by the County or designee to Licensee with no more than one bus shelter panel change per location per year. Licensee and the County or designee shall mutually agree upon the location of the public service bus shelter panels and bus benches. These bus shelter panels and bus benches are reserved solely for programs under the direction of and are funded by or through the County or designee. Non-profits do not qualify under this section. A reduced rate is provided for such organizations.

9. **REPORTS.** Licensee shall submit a quarterly report within fifteen business days after the end of each quarterly period stating the total number of bus shelters and bus benches in place on the last day of the preceding three months, month-by-month, and providing the following information on each bus shelter and bus bench location:

- A. Installation date
- B. Removals: location and date removed
  - Age
  - Amenities (sidewalk, lights, etc.)
  - ID Number
  - Location (Street and GPS)
  - Name of business on abutting property
  - Name of advertiser(s)
  - Time remaining of advertising contract(s)
  - Amenities/improvements needed
  - Weekly inspection records
  - Complaint/comment log including action taken

10. **LICENSEE FEE.** For the initial five (5) year contract term, the Licensee shall pay to the County a license fee equal to 15% of annual gross advertising revenues for the placement of advertisements on each bench or shelter authorized by Escambia County. The license fee shall be due and payable on October 1<sup>st</sup> of each year for the prior year, and shall be adjusted proportionately if the prior year is less than a full year. The exclusive purpose of this license fee shall be to raise revenue for Escambia County.

Should the contract term be extended beyond the initial five (5) year term, the

Licensee shall pay to the County a license fee equal to **18%** of annual gross advertising revenues for the placement of advertisements on each bench or shelter authorized by Escambia County.

Regardless of amounts Licensee collects annually in gross advertising revenues, but not in addition to, the Licensee shall pay a minimum license fee equal to the following:

Per unit annual guarantee:

Years 1-3	120.00 per unit
Years 4-8	130.00 per unit
Years 8-10	150.00 per unit

11. **MAINTENANCE.** All benches and shelters placed pursuant to this Agreement shall be durable and attractive in appearance. Licensee shall maintain, repair, clean, and service all bus shelters and bus benches. All such work shall be performed at the sole expense of the Licensee. The Licensee shall at all times maintain the aforesaid benches and shelters in a good and neat condition, and shall promptly remedy any defects in the maintenance or physical condition of such benches and shelters when it becomes aware of such defects, or when it is notified by Escambia County. At a minimum, bus shelters and bus benches and areas surrounding shall be inspected, cleaned, and any necessary repairs shall be made at least once a week, or whenever notified by the County or designee that a bus shelter or bus bench needs cleaning or repair, whichever is sooner. Each bus shelter shall be cleaned and trash collected a minimum of once per week, or as many times as necessary to maintain high standards of cleanliness and sanitary condition. Failure of the Licensee to remedy any defects within thirty (30) days after receiving notice of same shall constitute a breach of this Agreement.

12. **REMOVAL** The Licensee shall retain the right to remove any bus shelter or bus bench upon thirty days of notice to the County in the event Federal, State, Municipal, or other proper authority should hereafter establish any rules, regulations, or taxations which shall so restrict location, construction, maintenance or operation of the bus shelter or bus bench as to substantially diminish the value of said bus shelter or bus bench for advertising purposes, or in the event of "chronic vandalism."

"Chronic Vandalism" shall be defined as damage inflicted to an individual bus shelter or bus bench during any one year period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the bus shelter or bus bench.

In the event that the County fails to receive notice of renewal of the agreement, or the comprehensive general liability insurance, on or before twenty days before the expiration date thereof, or in the event the comprehensive general liability insurance is canceled and no evidence of equal coverage is filed with the County on or before twenty days before the expiration date of the coverage, or upon termination of this agreement for any reason, the Licensee agrees to remove immediately all of its bus shelters and

bus benches and if it fails to do so within thirty days after notices to do so is mailed by the County, the County shall have the right to remove said bus shelters or bus benches and the Licensee agrees to pay the County the costs for such removal and site restoration, plus the cost of storage of said bus shelters or bus benches. The fee must be paid before retrieval of the bus shelter or bus benches and no permit or renewal permit shall be issued until such fee is remitted.

Upon removal of any or all bus shelters or bus benches erected by the Licensee, all materials shall be removed from the site, including, but not by way of limitation, all wires. The site shall be restored to the condition as it existed before installation of the bus shelter or bus bench, including complete restoration of any sidewalk upon which said bus shelter or bus bench was located.

**13. TERM.** The term of this Agreement begins on the date it is last executed by the parties hereto and shall continue for a term of **five (5) years**.

The contract may be extended for an additional term of **five (5) years** but in no event may the contract exceed the duration of **ten (10) years**. The County may unilaterally extend the term of the contract by written notice to the Licensee at least sixty (60) days before the expiration of the initial term. The exercise of the extension option shall be for the period specified and for the prices listed in the bid/proposal form. All other terms and conditions of the contract shall apply for the duration of the extension period.

After exercising all options, if it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the term of the contract for a maximum period of six (6) months. Pricing and all other terms and conditions of the contract in effect at the time of the expiration of the extension period shall apply during the interim performance period.

**14. TERMINATION.**

A. This Agreement shall terminate at the end of the contract period and any applicable extension(s).

B. This Agreement may be terminated by County for cause immediately upon the failure of the Licensee to fulfill in a timely and proper manner its obligations under this contract, including but not limited to the violations of any state, federal, or local laws and ordinances. Upon written notice to the Licensee, such termination shall be effective thirty (30) days following the date of the receipt of such notice by the Licensee.

C. The Licensee shall have the right to contract with other parties for the construction, placement, and maintenance of said benches and shelters, and for the solicitation of advertisements thereon; provided however, that the Licensee shall have no right to assign this Agreement to another party without first obtaining the written consent of Escambia County. Failure to obtain the written consent of Escambia County shall be grounds for termination of this Agreement.

D. This Agreement shall be specifically construed so that any breach of the obligations under this Agreement by an assignee of the Licensee shall be considered to be a breach of this Agreement by the Licensee, which shall be held responsible to the same extent as if said breach were committed directly by the Licensee. Such a breach shall be grounds for the termination of this Agreement.

E. The Licensee is hereby granted thirty (30) days grace after written notice of breach is received to perform any of its obligations or duties hereunder.

**15. INDEMNIFICATION.** The Licensee agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Licensee's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Licensee or by anyone for whom the Licensee is legally liable. The parties understand and agree that such indemnification by the Licensee relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Licensee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Licensee agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**16. PUBLIC RECORDS.** The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

**17. INSURANCE.** Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall provide, pay for and maintain in force the insurance coverage set forth in this section during the term of this Agreement, and any extension thereof.

A. Commercial General Liability insurance with minimum combined single limits of one million (\$1,000,000.00) dollars including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket

contractual liability and completed operations. The completed operations limit of liability shall be million (\$1,000,000.00) dollars. The Board of County Commissioners shall be an additional insured to the extent of the work forming the subject matter of this Agreement.

B. Automobile liability insurance with a minimum combined single limits of one million (\$1,000,000.00) dollars for all hired, owned and non-owned vehicles. The Board of County Commissioners shall be an additional insured to the extent of the work forming the subject matter of this Agreement.

C. Florida statutory workers' compensation and employers liability required by law.

D. All carriers shall be admitted to the State of Florida and shall be "A" rated with a minimum financial size category of VII, according to the A.M. Best Co. Key Rating Guide, latest edition. Insurance carriers shall be acceptable to the County. Certificates of insurance shall be provided to the County and sent to: Joe Pillitary, Purchasing Department, 221 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, Florida 32502, prior to the effective date of the contract. The certificates shall reflect the Board of County Commissioners, Post Office Box 1591, Pensacola, Florida, 32597-1591, as an additional insured on liability coverage and as certificate holder to the extent of the work forming the subject matter of this Agreement. The certificate shall provide for a minimum of thirty (30) days notice of cancellation or non-renewal. This certificate notification shall not relieve the Licensee of notifying the County of any such occurrence.

18. **GENERAL PROVISIONS.** For the purposes of this Agreement, the following covenants, conditions, and terms shall be deemed general provisions of this Agreement:

A. **Force Majeure:** Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, floods, fires, epidemics, quarantine regulations or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

B. **Notice:** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Martin Mercy of Escambia County, LLC  
Attention: Scott Martin  
150 NW 70<sup>th</sup> Avenue, Suite 3

To: County  
Attention: County Administrator  
221 Palafox Place

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

C. **Waiver:** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

D. **Consent:** Where this Agreement calls for the consent of a party, such consent shall not be unreasonably withheld, except as expressly set forth herein.

E. **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

F. **Gratuities:** Neither the Licensee nor any of its employees, agents and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Licensee acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable, the Licensee agrees to abide with such statutes.

G. **Conflict of Interest:** The Licensee hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Licensee now has or will have. Said disclosure shall be made by the Licensee contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Licensee. The Licensee at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to disclose a conflict of interest shall be grounds for termination of this contract.

H. **Survival:** All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

I. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

J. **Interpretation:** For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statues or regulations include all statutory or regulatory provisions consolidating, amending or replacing the

statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

1. If the Licensee discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Licensee shall immediately notify County and request clarification of County's interpretation of this Agreement.

2. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

K. **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

L. **Compliance with Laws:** The Licensee shall keep fully informed regarding, and shall fully and timely comply with, all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Licensee shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

M. **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

N. **Successors and Assigns:** This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto.

O. **Entire Agreement:** Each of the parties hereto agrees and represents that the Agreement comprises the full and entire Agreement among the parties relating to this matter, and no other Agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 16<sup>th</sup> day of September, 2010, and Martin Mency of Escambia County, LLC, signing by and through its President duly authorized to execute same.

COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: [Signature]  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Date: 1/4/2011

By: [Signature]  
Deputy Clerk

BCC Approved: 9-16-2010



LICENSEE: Martin Mency of Escambia County, LLC, a Foreign Limited Liability Company.

By: [Signature]  
Tom Comeau, President

Date: 12/21/10

WITNESS: [Signature]

WITNESS: [Signature]

This document approved as to form and legal sufficiency

By: [Signature]  
Title: ACA  
Date: 1/6/11



**ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSALS  
PROPOSER'S CHECKLIST  
ESCAMBIA COUNTY AREA TRANSIT (ECAT) BUS/BENCH ADVERTISING  
SPECIFICATION PD 09-10.066**

- HOW TO SUBMIT YOUR PROPOSAL

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Proposals are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- PROPOSAL FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- WRITTEN OPINION FROM AN ATTORNEY FROM A FOREIGN STATE AS TO PROPOSAL PREFERENCES

• BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:  
PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO PROPOSAL

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

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

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSALS**

**ESCAMBIA COUNTY AREA TRANSIT (ECAT) BUS/BENCH ADVERTISING**

**SPECIFICATION NUMBER PD 09-10.066**

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, August 4, 2010

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

A Non-Mandatory Pre-Solicitation Conference will be held at ECAT in the ECAT Conference Room 1515 W. Fairfield Drive, Pensacola, Florida 32501 on Wednesday, July 28, 2010 at 8:30 a.m. CDT. All proposers are encouraged to attend.

**Board of County Commissioners**

Grover Robinson, IV, Chairman  
Kevin W. White, Vice Chairman  
Gene Valentino  
Marie Young  
Wilson Robertson

**From:  
Claudia Simmons  
Purchasing Manager**

**Procurement Assistance:**

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807

**SPECIAL ACCOMMODATIONS:**

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

**NOTICE**

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

**ESCAMBIA COUNTY AREA TRANSIT (ECAT) BUS/BENCH ADVERTISING**

**PD 09-10.066**

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

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# REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A            Summary

Part I            General Information

- 1-1            Purpose
- 1-2            Objective
- 1-3            Issuing Officer
- 1-4            Contract Consideration
- 1-5            Rejection
- 1-6            Inquiries
- 1-7            Addenda
- 1-8            Schedule
- 1-9            Proposal Content and Signature
- 1-10           Negotiations
- 1-11           Recommended Proposal Preparation Guidelines
- 1-12           Prime Contract Responsibilities
- 1-13           Disclosures
- 1-14           Delays
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- 1-16           Method of Payment

Part II           Information Required from Contractors

- 2-1            Proposal Format and Content
- 2-2            Introduction
- 2-3            Understanding the Project
- 2-4            Methodology Used for the Project
- 2-5            Management Plan for the Project
- 2-6            Experience and Qualifications
- 2-7            Revenue

Part III          Criteria for Selection

Part IV          Scope of Work

(09/03/03)

**PART A SUMMARY**

Escambia County, Florida invites competitive proposals from interested parties on Escambia County Area Transit (ECAT) bus shelters and bus benches and the advertising on such bus shelters and bus benches.

**PART I GENERAL INFORMATION**

**1-1 PURPOSE**

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide Transit Bus Shelters and Bus Benches and Advertising on said bus shelters and bus benches for Escambia County Area Transit (ECAT).

**1-2 OBJECTIVE**

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to develop a strategy for marketing advertising services that is most advantageous to the County.

**1-3 ISSUING OFFICER**

The project Director shall be Larry Newsom, Interim County Administrator. The liaison officer shall be Ken Gordon, General Manager, ECAT. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

**1-4 CONTRACT CONSIDERATION**

It is expected that the contract shall be a firm fixed revenue sharing percentage after negotiation.

**1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

**1-6 INQUIRIES**

Technical and procurement questions regarding this Request for Proposal shall be directed to Joe Pillitary, Jr., Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4807 no later than 5:00 p.m., CDT, Friday July 30, 2010. An Addendum may be issued if required.

**1-7**            **ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

**1-8**            **SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A.    Mailing date of proposals: Monday, July 19, 2010
- B.    Non-Mandatory pre-proposal conference: Wednesday, July 28, 2010, @ 8:30 a.m., CDT
- C.    Receipt of proposals: Wednesday, August 4, 2010 @ 3:00 p.m., CDT
- D.    Review of proposals: Wednesday, August 11, 2010
- E.    Board of County Commissioner's approval: Thursday, September 16, 2010

**1-9**            **PROPOSAL CONTENT AND SIGNATURE**

**Two (2) Originals and Five (5) Compact Discs (CDs)** of the proposals shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

**1-10**          **NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

**1-11**          **RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals. All proposals shall be in spiral binding or AGBC@ type binder with all pages 8.5" x 11" format.

**1-12**          **PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

**1-13**          **DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-14**            **DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project

**1-15**            **WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

**1-16**            **METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

**PART II INFORMATION REQUIRED FROM CONTRACTORS**

**ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**2-1**            **PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

**2-2**            **INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

**2-3**            **UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

**2-4**            **METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

**2-5**            **MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6

**EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

2-7

**REVENUE**

The Contractor shall pay to the County a percent of the gross rental/advertising revenue by the Contractor. This license fee shall be due on October 1st of each year for the prior year, and shall be adjusted proportionately if the prior year is less than a full year.

**PART III**

**CRITERIA FOR SELECTION**

1. Experience and qualifications
2. Proposed Methodology
3. Management Plan for the Project
4. Understanding the Project and Local Government Questions
5. Financial benefit to Escambia County

**PART IV**

**SCOPE OF WORK**

Escambia County, Florida invites competitive proposals from interested parties on Escambia County Area Transit (ECAT) bus shelters and bus benches and the advertising on such bus shelters and bus benches.

4-1

**ESCAMBIA COUNTY AREA TRANSIT**

ECAT is the County-owned public transportation system. Included in the public transportation system is fixed-route bus service that provides public transportation for Escambia County areas including Pensacola Beach and Century.

4-2

**BUS SHELTERS AND BUS BENCHES**

Unless approved by ECAT, no more than one bus shelter or bus bench shall be placed at a bus stop location. All bus shelters and bus benches shall be placed at a bus stop in the service area. The ECAT service area shall be defined as streets,

roads, and/or highways traveled by ECAT bus routes. Bus shelters and bus benches shall be placed, maintained, and relocated as required by Escambia County or designated agent and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation. The bus shelters and bus benches are for the convenience of those using public transportation and shall be placed only at bus stops along the ECAT service area. All bus shelters and bus benches shall meet the U.S. Department of Transportation “ADA Standards for Transportation Facilities.”

**4-3**            **SITE LOCATION**

All bus shelter and bus bench locations must be approved by the County or designated agent. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, the Contractor may locate bus shelters and bus benches on private property within the service area provided however, that the Contractor shall secure, at its own expense, written leases, authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such bus shelters and bus benches shall be subject to compliance with the provisions of this Agreement.

**4-4**            **PLACEMENT**

Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, must adhere to all federal, state, and local laws, ordinances, and regulations.

**4-5**            **DESIGN**

Any proposal submitted should include a complete set of drawings detailing the design and construction of any and all bus shelters and bus benches proposed to be placed in the service area. The County or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing. The Contractor may propose use of a different bus shelter and/or bus bench design, type, and construction that may be more compatible to a unique location.

All bus shelters and bus benches shall meet or exceed hurricane wind resistance building code requirements.

The Contractor shall locate and design the bus shelters and bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

The Contractor agrees to use solar powered products to light its bus shelters. Light sources shall be shielded so as to not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting shall not interfere with the night vision of drivers. No exposed neon tubing is permitted.

All bus shelters must be ADA compliant.

No bus bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line is greater than forty-five degrees, and no bench, unless otherwise authorized, may be placed so that it is closer than sixteen inches to the face of the curb or further if applicable regulation requires.

**4-6**                    **PERMIT REQUIREMENTS**

The Contractor shall obtain a separate permit from the County and/or City for each bus shelter and each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a bus shelter must be accompanied by the following:

1.        A plan showing the requested location of each bus shelter and such other information as the County, City, and/or designee may require.
2.        Detailed plans and specifications of the bus shelter.

**4-7**                    **PERMIT CHARGE**

The Contractor shall pay any fees, costs, and permit charges regularly assessed by the County and/or City, and further agrees that the bus shelters shall be constructed in conformity with Escambia County Code and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation.

Permits for bus shelters may be issued at any time during the calendar year, upon application and payment in full of the required fees. Unless all required fees have been remitted, no permit or renewal of a permit shall be issued to the Contractor.

Permits issued shall not be assigned to any other person, partnership, association, or corporation.

**4-8**                    **REPAIR AND MAINTENANCE**

The Contractor shall maintain, repair, clean, and service all bus shelters and bus benches. The Contractor shall be at liberty to enter upon and into bus shelters and/or bus bench areas at any responsible time with personnel and all necessary materials, including but not limited to electric wires, meters, clock work machinery, and other items reasonably necessary for making said bus shelter and bus bench effective. All such work shall be performed at the sole expense of the Contractor. The Contractor shall maintain all bus shelters and bus benches in a safe, clean, and neat condition at all times. Damaged or defaced bus shelters and bus benches shall be repaired or replaced immediately upon notification or discovery of such condition by the County or designee. At a minimum, bus shelters and bus benches and areas surrounding shall be inspected, cleaned, and any necessary repairs shall be made at least once a week, or whenever notified by the County or designee that a bus shelter or bus bench needs cleaning or repair, whichever is sooner. Each bus shelter shall be cleaned and trash collected a minimum of once per week, or as many times as necessary to maintain high standards of cleanliness and sanitary condition.

**4-9**                    **ELECTRICITY**

The Contractor shall pay all sums that may become due for electrical energy supplied to the bus shelters and shall keep the County indemnified against any and all such costs.

**4-10****REMOVAL**

The Contractor shall retain the right to remove any bus shelter or bus bench upon thirty days of notice to the County in the event Federal, State, Municipal, or other proper authority should hereafter establish any rules, regulations, or taxations which shall so restrict location, construction, maintenance or operation of the bus shelter or bus bench as to substantially diminish the value of said bus shelter or bus bench for advertising purposes, or in the event of “chronic vandalism.”

“Chronic Vandalism” shall be defined as damage inflicted to an individual bus shelter or bus bench during any one year period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the bus shelter or bus bench.

In the event that the County fails to receive notice of renewal of the agreement, or the comprehensive general liability insurance, on or before twenty days before the expiration date thereof, or in the event the comprehensive general liability insurance is canceled and no evidence of equal coverage is filed with the County on or before twenty days before the expiration date of the coverage, or upon termination of this agreement for any reason, the Contractor agrees to remove immediately all of its bus shelters and bus benches and if it fails to do so within thirty days after notices to do so is mailed by the County, the County shall have the right to remove said bus shelters or bus benches and the Contractor agrees to pay the County the costs for such removal and site restoration, plus the cost of storage of said bus shelters or bus benches. The fee must be paid before retrieval of the bus shelter or bus benches and no permit or renewal permit shall be issued until such fee is remitted.

Upon removal of any or all bus shelters or bus benches erected by the Contractor: All materials shall be removed from the site, including, but not by way of limitation, all wires. The site shall be restored to the condition as it existed before installation of the bus shelter or bus bench, including complete restoration of any sidewalk upon which said bus shelter or bus bench was located.

**4-11****REPORTS**

The Contractor shall submit a quarterly report within fifteen business days after the end of each quarterly period stating the total number of bus shelters and bus benches in place on the last day of the preceding three months, month-by-month, and providing the following information on each bus shelter and bus bench location:

1. Installation date
2. Removals: location and date removed
3. Age
4. Amenities (sidewalk, lights, etc.)
5. ID Number
6. Location (Street and GPS)
7. Name of business on abutting property
8. Name of advertiser(s)
9. Time remaining of advertising contract(s)
10. Amenities/improvements needed
11. Weekly inspection records
12. Complaint/comment log including action taken

**4-12**

**ADVERTISING**

The Contractor agrees that it shall utilize the bus shelters and bus benches for advertising pursuant to design diagrams attached to and submitted with their proposal. All advertising must be approved by the County or designee and shall meet the following:

1. No advertisement or sign on any bus shelter or bus bench shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.
2. No advertisement or sign on any bus shelter or bus bench shall be displayed which would be offensive or objectionable to the public, or which advertises competing services or products within a one block radius of real property primarily devoted to providing such services or products. Should the County or designee, in its sole discretion, determine any advertising on any bus shelter or bus bench to be indecent or vulgar, the Contractor shall remove all such advertising within twenty-four hours after the County or designee serves notice upon the Contractor requiring the removal of such advertising pursuant to this paragraph.
3. No advertisement or sign on any bus shelter or bus bench shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.
4. The Contractor shall provide up to ten percent of its bus shelter panels and bus benches for public service advertising for the County or designee. The Contractor shall provide the bench at no cost to the County with the cost of panel production paid for by the County. No fees or revenue calculation shall apply to these bus shelter panels or bus benches. The advertisement copy shall be provided by the County or designee to the Contractor with no more than one bus shelter panel change per location per year. The Contractor and the County or designee shall mutually agree upon the location of the public service bus shelter panels and bus benches. These bus shelter panels and bus benches are reserved solely for programs under the direction of and are funded by or through the County or designee. Non-profits do not qualify under this section. A reduced rate is provided for such organizations.
5. No advertising shall be accepted by the County or designee that is:
  - False, misleading, or deceptive; or
  - Obscene, pornographic, or sexually suggestive; or
  - Defamatory or scornful of a particular individual or group or persons; or
  - Inflammatory or supportive of lawlessness or violent action; or
  - Promoting alcohol, illegal drugs, firearms, or tobacco products, or
  - Promoting illegal or destructive behavior.

**4-13**

**PURPOSE AND USE**

Within the service area, the Contractor shall have the exclusive right to use the right-of-way or the road system within the County for the purpose of constructing, installing, or erecting, and maintaining bus shelters and bus benches with advertising for the use of the public. The Contractor shall bear all costs associated therewith and the County or designee shall have no liability for any such costs. The Contractor shall hold harmless and indemnify the County or designee from all costs and liabilities whatsoever associated with the bus shelters and bus benches with advertising for the use of the public.

**SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL\*\***  
**SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB**  
**Purchasing Coordinator**  
 Office of Purchasing, 2nd Floor, Room 11.101  
 213 Palafox Place, Pensacola, FL 32502  
 Post Office Box 1591, Pensacola, FL 32591-1591  
 Phone No: (850)595-4878 Fax No: (850) 595-4807

Request for Proposals

**ESCAMBIA COUNTY AREA TRANSIT**  
**(ECAT) BUS/BENCH ADVERTISING**

**SOLICITATION NUMBER: PD 09-10.066**

**SOLICITATION**

MAILING DATE: Monday, July 19, 2010

PRE-PROPOSAL CONFERENCE: Non-Mandatory, Wednesday, July 28, 2010 at 8:30 a.m., CDT at the ECAT Conference Room, 1515 W. Fairfield Drive, Pensacola, FL 32501

OFFERS WILL BE RECEIVED UNTIL: Wednesday, August 4, 2010 at 3:00 p.m., CDT at the Office Purchasing, 213 Palafox Place, 2<sup>nd</sup> FL, Pensacola, FL 32502 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

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

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

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

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

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

REASON FOR NO OFFER: \_\_\_\_\_

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

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

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

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

BID BOND ATTACHED \$ N/A

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\* \_\_\_\_\_  
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
 (MANUAL)

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

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

**CONTRACTOR**

**ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

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

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

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

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

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

**[CORPORATE SEAL]**

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

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

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

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

**PROPOSAL FORM**  
**Specification Number PD 09-10.066**  
**ESCAMBIA COUNTY AREA TRANSIT (ECAT) BUS/BENCH ADVERTISING**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

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

Commissioners:

The undersigned, Hereinafter called "Proposer", having visited the sites of the proposed project and familiarized himself with the local conditions, nature and scope of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number PD 09-10.066 the contractor shall pay to the County a percent of the gross rental/advertising revenue by the contractor as follows:

\_\_\_\_\_ %

**(TO BE FILLED IN)**

**CONTRACTOR REQUIREMENTS**

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

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

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

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF PROPOSAL IS BY CORPORATION**

State of Florida Department of State Certificate of Authority

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

Proposer: \_\_\_\_\_

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

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

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

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

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

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

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

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

Person to contact concerning this proposal:

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

Terms of Payment

(Check one) Net 30 Days \_\_\_ 2% 10th Prox \_\_\_

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

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

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_ No \_\_\_.

Person to contact for emergency service:

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_ No \_\_\_.

Phone/Cell/Pager #: \_\_\_\_\_

County Permits/Fees required for this project:

Person to contact for disaster service:

Permit \_\_\_\_\_ Cost \_\_\_\_\_  
                  N/A \_\_\_\_\_

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

Home Phone/Cell/Pager #: \_\_\_\_\_

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

1. This sworn statement is submitted to \_\_\_\_\_  
**(print name of the public entity)**
- by \_\_\_\_\_  
**(print individual's name and title)**
- for \_\_\_\_\_  
**(print name of entity submitting sworn statement)**
- whose business address is

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_ (signature)

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
 (Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

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

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

**Check one:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):  
\_\_\_\_\_

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

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

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

(Please continue and complete page 2)

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

**Contact person for company:** \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

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

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

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

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

END

---

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

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

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

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

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

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

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

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 09-10.066, "ESCAMBIA COUNTY AREA TRANSIT (ECAT) BUS/BENCH ADVERTISING", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s). The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

#### **Sanctions**

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, Phone (850) 595-4878, Fax (850) 595-4807, no later than 5:00 p.m. CDT, Friday July 30, 2010.

3. **Proposal Forms**

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

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

4. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the ECAT Conference Rm. at 1515 W. Fairfield Drive, Pensacola, FL 32501 on Wednesday, July 28, 2010 at 8:30 a.m. CDT.

5. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Kevin Pitts, Building and Grounds, 850/595-3228, Ext. 249 or Cell 850/554-2876. Failure to visually inspect the facilities may be cause for disqualification of your offer.

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

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

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

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

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

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

7. **Safety Regulations**

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

8. **Codes and Regulations**

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

9. **Protection of Property/Security**

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

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

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

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

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

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

10. **Emergency Service**

The contract resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Proposal Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your proposal.

11. **Compliance with Governing Laws and Regulations**

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

12. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

13. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

14. **Interim Extension of Performance**

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

15. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. **Purchasing Agreements with other Government Agencies**

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

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

17. **Changes - Service Contracts**

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

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

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

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

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency

of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

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

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

22. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. **Termination (Services)**

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

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

24. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven

(7) days written notice during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

**Insurance Requirements**

25. **Standard Insurance Requirements and Certificates**

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

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

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

**County Insurance Required**

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

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

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

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

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

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

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

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

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

#### **Workers Compensation Coverage**

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

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

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

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

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

**General Liability Coverage - Occurrence Form Required**

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

**Business Auto Liability Coverage**

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

**Excess or Umbrella Liability Coverage**

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

**Evidence/Certificates of Insurance**

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB  
Office of Purchasing, 2<sup>nd</sup> FL, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

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

26. **Indemnification**

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

provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.