

INVITATION TO BID

**LAFFITE COVE CANAL DREDGING
SPECIFICATION NUMBER PD 20-21.055**

Bids will be received until: September 17, 2021 at 3:00 p.m. CDT	Pre-Solicitation Conference:
Bid Delivery/Courier Address: Office of Purchasing 213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502 OR Upload Via Vendor Registry https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration Bid Opening Audio & Video: Click Here Bid Opening Audio Only: (863) 333-5817 Conference ID: 527 816 795 #	There will be no Pre-Solicitation Conference for this bid.

Board of County Commissioners

Robert D. Bender, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Douglas B. Underhill

Assistance:

Scott Larson
Purchasing Specialist
Tel: 850-595-0889
Email: SMLarson@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

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

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest

local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**Escambia County, Florida
Invitation to Bid – Bidder’s Checklist
Lafitte Cove Canal Dredging
Specification PD 20-21.055**

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Proposal Response: One (1) Original Bid Form (hard copy) which shall contain an original (wet) signature and one (1) electronic copy via flash drive **OR** a complete response uploaded via Vendor Registry.
- Bid Surety (bond, cashier’s check, etc.). The Bid Bond from the insurer can be uploaded with the bid response. All Bid Surety Checks shall be delivered to the Office of Purchasing prior to the Bid Due Date and Time.
- 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.
- Conflict of Interest Form
- E-Verify Form
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A “NO BID”: If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the “Reason for No Offer” block, your company’s name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company’s active status in our Bidder’s list.

This form is for your convenience to assist in filling out your bid.

Do not return this form with your bid.

**LAFITTE COVE CANAL DREDGING
SPECIFICATION NUMBER 20-21.055**

TABLE OF CONTENTS

	<u>Page</u>
Solicitation, Offer, and Bid Form	1
Certification Regarding E-Verify Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes	9 11
Drug-Free Workplace Form	13
Information Sheet for Transactions and Conveyances Corporate Identification	14
Conflict/Non-conflict of Interest	16
Escambia County General Terms and Conditions	17
Special Terms and Conditions	29

Intended Solicitation Schedule

Solicitation Posting	August 16, 2021
Cut-off for questions	End of day August 30, 2021
Addendum Answering Questions	September 3, 2021
Bid Due Date/Time	September 17, 2021 @ 3:00 p.m. CDT
Award Date	TBD

SIGN AND RETURN THIS FORM WITH YOUR BID*

<p><u>SOLICITATION AND OFFER FORM</u> SUBMIT OFFERS TO: Scott Larson Purchasing Specialist Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 3250 Phone: 850-595-0889 Email: SMLarson@myescambia.com Note: A complete response uploaded via Vendor Registry is also accepted. https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration</p>	<p>ESCAMBIA COUNTY, FLORIDA</p> <p>Invitation to Bid</p> <p>Laffite Cove Canal Dredging</p> <p>Solicitation Number PD 20-21.055</p>
---	---

Solicitation

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, September 17, 2021, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

<p>Delivery Date will be _____ days after receipt of purchase order Person to Contact Concerning this Bid: _____ Vendor Name: _____ Address: _____ City, ST. & Zip: _____ Phone: (____) _____ Toll Free: (____) _____ Fax: (____) _____</p> <p>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.</p>	<p align="center">Reason for No Offer</p> <p align="center">_____</p> <p align="center">Bid Bond Attached:</p> <p align="center">\$ _____</p> <p align="center">_____ (Name and Title of Person Authorized to Sign Offer)</p> <p align="center">* _____ Signature of Person Authorized to Sign Offer (Original Signature Required)</p> <p align="center"><i>* Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.</i></p>
---	--

Bid Form

Cost Per Cubic Yard	Estimated Annual Use	Total Base Bid
\$	1,300 CY*	\$

Contract Award will be based on the Total Base Bid.

* No guarantee is made regarding minimum or maximum quantities

Emergency Service (see Section 11) Cost Per Cubic Yard \$ _____

The cost of Emergency Services will not be a determining factor in the selection of an awardee **except** in the event of a tie among bidders in their Total Base Bid submission. In the event of a tie among low bidders in their Total Base Bid submission, the Emergency Services cost per cubic yard (CY) shall be used as a tiebreaker and the vendor with the low Emergency Services cost shall be recommended for award by the BCC.

- If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an "X" in the blank (**Sec. 46-110.-Local Preference in Bidding**).

CONTRATOR REQUIREMENTS

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

Addendum # _____ Date _____ Addendum # _____ Date _____
 Addendum # _____ Date _____ Addendum # _____ Date _____

SEAL IF BID IS BY CORPORATION

(PLEASE TYPE INFORMATION BELOW)

State of Florida Department of State Certificate of Authority Document Number: _____

Occupational License Number: _____

Florida DBPR Contractor's License, Certification, and/or Registration Number: _____

Type of Contractor's License, Certification, and/or Registration: _____

Expiration Date:

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:	Person to Contact for Emergency Service:
Name: _____	Name: _____
Phone: _____	Phone: _____
E-Mail: _____	E-Mail: _____

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

A Bid Bond in the amount of One Thousand Dollars (\$1,000.00) is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Certification Regarding E-Verify

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

In the event performance of this Agreement is or will be funded using state or federal funds, the Contractor hereby further certifies compliance with the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to perform work pursuant to the Agreement; and (4) include these requirements in any related subcontracts. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

CONTRACTOR:

Business Name

By: _____

Signature

Name: _____

Printed

Title: _____

Printed

Date: _____

Names and Addresses of Proposed Subcontractors to be Utilized for Work on this Project:

1.

2.

3.

4.

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

1. This sworn statement is submitted to _____
(Print Name of 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 of 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 of 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 thirty-six (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 is 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 ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' 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 One (1).
4. In the statement specified in Paragraph One (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 pleas 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 One (1) through Five (5).

Check One:

- _____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

Offeror's Signature

Date

Information sheet for Transactions and Conveyances Corporate Identification

(Page 1 of 2)

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

(Please Circle One)

Is this a Florida Corporation: 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 Number: _____

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:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

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.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

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

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified By: _____ **Date:** _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and 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 their 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.

Solicitation Information: Prospective Offerors are encouraged to utilize the Office of Purchasing Home Page for obtaining Vendor Information, Applications, and Solicitation Information including Bid/Proposal Tabulations and Recommended Award, etc. The Internet URL is <http://www.myescambia.com>.

1. **Sealed Solicitations:** All solicitation forms and this form shall be executed and submitted in a sealed envelope. **Do not include more than one solicitation per envelope.** The face of the envelope shall contain the address, date and time of the solicitation opening, and the solicitation number and name. Solicitations not submitted on attached solicitation form shall be rejected. All solicitations are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **Execution of Solicitation:** Solicitations shall contain manual original signature of authorized representative in the space provided. Solicitation shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his solicitation price shall be initialed. The company name and Federal Employer Identification Number (FEIN) shall appear on each solicitation.
3. **No Offer:** If not submitting an offer, respond by returning only the solicitation, offer, and bid/proposal form, marking it "NO BID/PROPOSAL," and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the solicitation mailing list. NOTE: To qualify as a respondent, offeror shall submit a "NO BID/PROPOSAL" and it shall be received no later than the stated solicitation opening date and hour.
4. **Solicitation Opening:** Shall be public and unless otherwise stated in the solicitation, immediately following the time "OFFERS WILL BE RECEIVED UNTIL" as stated on the solicitation, offer, and bid/proposal form. It is the vendor's responsibility to assure that their offer is delivered at the proper time and location stated on the solicitation. Offers which for any reason are not so delivered will not be considered. Offers by telegram, telephone, or fax are not acceptable. Offers may not be altered after the time specified as "OFFERS WILL BE RECEIVED UNTIL" has passed. NOTE: Solicitation files may be examined during normal working hours in accordance with Chapter 119, Florida Statutes (F.S.), Public Records. Bid/proposal tabulations may be viewed on the Office of Purchasing Public Notice Bulletin Board or Home Page (see **Solicitation Information**).
5. **Prices, Terms, and Payment:** Firm prices shall be provided and include all packing, handling, shipping charges, and delivery to any point within Escambia County, Florida.
 - 5.1. **Taxes:** Escambia County does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on the face of the purchase order. This exemption does not apply to purchases of tangible

personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of County-owned real property.

- 5.2 Discounts:** Discounts for prompt payments shall not be considered in determining the lowest new cost for solicitation evaluation purposes, except in cases of tie solicitations.
- 5.3 Mistakes:** Vendors are expected to examine the specifications, delivery schedule, solicitation prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the vendor's risk. In case of mistake in extension, the unit price will govern.
- 5.4 Condition and Packaging:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be a new, current standard production model available at the time of the solicitation. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 5.5 Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act, and any standards thereunder.
- 5.6 Invoicing and Payment:** The Contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number, and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.
- INTEREST PENALTIES: Payment shall be made in accordance with Chapter 218.74, F.S. Florida Prompt Payment Act.
- 5.7 Annual Appropriations:** Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.
- 6. Additional Terms and Conditions:** No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this solicitation. If submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, or warrants, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the vendor's authorized signature affixed to the Solicitation, Offer, and Bid/Proposal Form attests to this.
- 7. Manufacturers' Name and Approved Equivalents:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The vendor may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s).

MEASUREMENTS: Customary measurements appearing in these specifications are not intended to preclude solicitations for commodities with metric measurements. If solicitations are based on equivalent products, indicate on the solicitation form the manufacturer's name and number. Vendor shall submit with their solicitation cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous solicitation will not satisfy this provision. Escambia

County reserves the right to determine acceptance of item(s) as an approved equivalent. Solicitations which do not comply with these requirements are subject to rejection. Solicitations lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specifications as listed on the solicitation form. The Office of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the County unless evidenced by a Change Order issued and signed by the Purchasing Manager.

8. Interpretations/Disputes: Any questions concerning conditions and specifications, including but not limited to, protests of the terms, specifications, and conditions of the solicitation shall be directed, in writing, to the Office of Purchasing no less than five (5) days prior to the solicitation opening. Inquiries shall reference the date of solicitation opening and the solicitation number. No interpretations in response to requests in full compliance with this provision shall be considered binding unless provided in writing by Escambia County.

9. Conflict of Interest: The award hereunder is subject to all of the provisions of Chapter 112, F.S.

9.1 County Procedure on Acceptance of Gifts

Chapter 112.313 of the Florida Statutes states:

“No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public office, employee, local government attorney, or candidate would be influenced thereby.”

During the holiday season, employees and departments need to use common sense and also not offend the gift-giver by appearing ungrateful or ungracious. The general rule would be as follows:

If the gift is a consumable item under \$100.00, is meant for the group or department and the group or department believes that the gift will not influence their dealings with the giver, then it would be proper to accept the gift. The group or department should thank the giver for their generosity in writing.

Gifts given to individual employees should be discouraged and returned to the giver with a thank-you note, especially if it is a monetary gift or certificate. Under no circumstances should an employee accept a monetary gift, including a gift certificate.

9.2 Contractors are required to disclose to the Purchasing Manager, or their designee, any gifts or favors offered or requested, or other such questionable behavior by employees as promptly as it shall come to their knowledge.

9.3 The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Purchasing Manager or their designee determines that the Contractor, its agent, or another representative:

9.3.1 Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, official, or employee of the County, and

9.3.2 Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

If the resultant contract is terminated under this clause, the County is entitled to pursue the same remedies as in a breach of the contract.

The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

10. Awards: As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items, all-or-none, or a combination thereof, with one or more suppliers, to reject any and all offers, or waive any minor irregularity or technicality in offers received. When it is determined there is competition to the lowest responsible and responsive offeror, evaluation of other offers is not required. All awards made as a result of this solicitation shall conform to applicable Florida Statutes and County Ordinances.

11. Nonconformance to Contract Conditions: Items may be tested for compliance with specifications by a testing laboratory acceptable to the County. Should the items fail testing, the County may require the vendor to reimburse them for costs incurred by the County in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs, and other applicable costs. The data derived from any tests for compliance with specifications are public records and are open to examination thereto in accordance with Chapter 199, F.S. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense. These items and items not delivered as per delivery date in solicitation and/or purchase order may result in offeror being found in default in which event any and all re-procurement costs may be charge against the defaulting contractor. Any violation of these stipulations may also result in:

11.1 Vendor's name being removed from the Office of Purchasing vendor mailing list.

11.2 The County not doing business with the vendor until such time as the County has been reimbursed for all re-procurement costs.

12. Inspection, Acceptance, and Title: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County unless loss or damage results from negligence by the County. The contract supplier shall be responsible for filing, processing, and collecting all damage claims. However, to assist them in the expeditious handling of damaged claims, the County will:

12.1 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

12.2 Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

- 12.3 Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the contract supplier.
- 12.4 Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the item(s) offered on the solicitation prior to delivery, it shall be the responsibility of the supplier to notify the Office of Purchasing at once, in writing, indicating the specific regulation(s) which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
14. **Legal Requirements:** Applicable provisions of all federal, state, county, and local laws, and of all ordinances, rules, and regulations, shall govern development, submittal, and evaluation of all offers received in response hereto, and shall govern any and all claims and disputes which may arise between person(s) submitting an offer response hereto and Escambia County, by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any offeror shall not constitute a cognizable defense against the legal effect thereof.
15. **Patents and Royalties:** The offeror, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the offeror. The offeror has no liability when such claim is solely and exclusively due to the combination, operation, or use off any article supplied hereunder with equipment or date not supplied by the contractor, or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement, and will afford the offeror full opportunity to defend the action and control the defense.
- Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonable available, the County agrees to return the article, on request, to the contractor, and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the offeror uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the offered prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
16. **Price Adjustments:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the County. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not acceptable.
17. **Cancelation:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancelation may be required in accordance with Chapter 287.042(2)(b) and (c), F.S. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice, in writing, to the other party.

18. **Abnormal Quantities:** Should any unusual or abnormal quantity requirements arise; the County reserves the right to solicit separate offers thereon.
19. **Advertising:** In submitting an offer, offeror agrees not to use the results therefrom as a part of any commercial advertising.
20. **Assignment:** Any Purchase Order issued pursuant to this solicitation, and the monies which may become due hereunder, are not assignable except with the prior written approval of the County.
21. **Liability:** The supplier shall hold and save Escambia County, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
22. **Facilities:** The County reserves the right to inspect the offeror's facilities, with prior notice, at any reasonable time.
23. **Distribution of Certification of Contract:** One (1) copy of the Certification of Contract shall be furnished to each contractor as a result of this solicitation. It shall be the contractor's responsibility to reproduce and distribute copies of this certification to all distributors listed in the solicitation who will accept orders and complete deliveries. No additions, deletions, or changes of any kind shall be made to this certification by the contractor without prior written approval from the Office of Purchasing.
24. **The Successful Offeror(s) Shall Provide:** A copy of any product literature and price list, in excellent condition at the time of offer.
25. **Addition/Deletion of Items:** The Office of Purchasing reserves the right to add to, or delete, any item from the solicitation or resulting contract when deemed to be in the best interest of the County.
26. **Ordering Instructions:** Manufacturers are encouraged to offer direct or through distributors who will accept orders and complete deliveries. Offeror shall include complete and detailed ordering instructions, including FEIN, for invoicing distributors, with the offer on the form provided.
27. **Public Records:** Any material submitted in response to a solicitation will become a public document pursuant to Chapter 119.07, F.S. This includes material which the responding offeror might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission pursuant to Chapter 119.07, F.S.
28. **Delivery:** Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m., and 1:00 p.m. to 4:00 p.m., excluding County holidays, unless otherwise specified. Unless actual date is specified, show the number of days required to make delivery after receipt of purchase order in the space provided. The County may utilize delivery time for the basis of award.
29. **Samples:** Samples of items, when called for, shall be furnished at no expense to the County. If not destroyed in the evaluation process and upon written request, samples shall be returned at the offeror's expense. Each sample provided shall be labeled with the offeror's name, manufacturer's brand name, serial number (as appropriate), solicitation number, and item reference. Request for the return of samples shall be

accompanied by instructions, which shall include the shipping authorizations and the name of carrier, shall be received within ten (10) days after the solicitation opening date. If instructions are not received, items become the sole property of the County and may be disposed of at the discretion of the County.

30. **Additional Quantities:** For a period not exceeding one hundred eighty (180) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities at the prices offered in the solicitation. If additional quantities are not acceptable, the Bid/Proposal Form shall be annotated "OFFER IS FOR SPECIFIED QUANTITY ONLY."
31. **Service and Warranty:** Unless otherwise specified, the offeror shall define any warranty service and replacements that will be provided at no cost to the County during and subsequent to this contract. Offerors shall explain on an attached sheet to what extent warranty and service facilities are provided.
32. **Default:** Failure to perform according to this solicitation and/or resulting contract may be cause for Default, and any and all re-procurement costs may be charge against the awarded vendor. Any violations of these stipulations may also result in:
 - 32.01: Vendor's name being removed from the Office of Purchasing vendor mailing list.
 - 32.02: The County not doing business with the Vendor prior to reinstatement to the Office of Purchasing vendor mailing list in accordance with the County's Purchasing Ordinance.
33. **Equal Employment Opportunity:** In connection with the carrying out of any project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap.
34. **Florida Preference:** Chapter 287.084, F.S. Preference to Florida Businesses: "(When) the lowest responsible and responsive (offer) is by a vendor whose principle place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the (agency) of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business.

This section shall not apply to projects for which federal aid funds are available. This section may be waived by the Board of County Commissioners. All solicitations shall require any offeror whose place of business is outside the State of Florida to accompany any written bid/proposal form with a written opinion of any attorney at law, licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its business entities whose places of business are in that foreign state in the letting of any or all public contracts. The failure of any such offeror to accompany its bid/proposal forms with such a written opinion may result in the rejection of the offer submitted by such offeror.

35. **Contractor Personnel:** The County shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the County reasonably rejects staff or subcontractors, the contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the contractor's employees and subcontractors is the sole responsibility of the contractor.

The names and address(es) of the proposed subcontractors to be utilized in the project are to be listed on the contractor's bid/proposal form.

Contractors who are suspended or debarred are restricted from subcontracting.

36. **Award:** The County reserves the right to accept or reject any and all offers, and to make award to the lowest, most responsive and responsible offeror(s) whose offer meets the requirements and criteria set forth in the solicitation, and whose award will, in the opinion of the County, be in the best interest of and most advantageous to the County. The Board of County Commissioners reserves the authority to accept or reject and award relating to the solicitation.

Factors to be considered in determining whether the standard of responsibility has been met shall include but not be limited to:

36.01 Vendor shall have available appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirement(s);

36.02: Vendor shall have a satisfactory record of performance;

36.03: Vendor shall have a satisfactory record of integrity;

36.04: Vendor shall have qualified legally to contract with the County; and

36.05: Vendor shall have supplied all necessary information in connection with the inquiry concerning responsibility, including but not limited to, and licenses, permits, insurance, or organization papers required.

The prospective contractor/vendor shall supply information requested by the County concerning the responsibility of such contractor/vendor. If such contractor/vendor fails to supply the requested information, the County shall base the determination of responsibility upon any available information or may find the prospective contractor/vendor non-responsible if such information is not submitted within the time specified by the County.

Award(s) resulting from the solicitation shall be subject to the provisions of Procedure PP-250, Vendor Performance Evaluations of the Purchasing Policies and Procedures of Escambia County.

37. **Uniform Commercial Code:** Chapter 672, F.S. The Uniform Commercial Code shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Escambia County for any terms and conditions not specifically stated in the solicitation.
38. **Contractual Agreement:** The solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation document, and response. Any and all legal action necessary to enforce the contract will be held in Escambia County, and the contract will be interpreted according to the laws of Florida.
39. **Payment Terms/Discounts:** The County's payment terms are net thirty (30) days. Cash discounts for prompt payment will not be considered in determining the lowest net cost for offer evaluation purposes except in cases of tie offers.
40. **Improper Invoice and Resolution of Disputes:** In any case in which an improper **original** invoice is submitted by a vendor, the County shall within ten (10) days after the improper **original** invoice is received, notify the vendor that the **original** invoice is improper and indicate what corrective action on the part of the vendor is needed to make the **original** invoice proper.

In the event a dispute occurs between a vendor and the County concerning payment of an **original** invoice, such disagreement shall be finally determined by the County as provided in Chapter 218.76, F.S. The County will commence its dispute resolution no later than forty-five (45) days after the date on which the proper **original** invoice was received by the County, and shall be concluded by the final decision of the County not later than sixty (60) days after the date on which the proper **original** invoice was received by the County. The dispute resolution shall not be subject to an administrative proceeding, pursuant to Chapter 120, F.S. and shall not constitute an administrative proceeding which prohibits a court from deciding any action arising out of the dispute. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue fifteen (15) days after the County's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

41. **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit and offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Chapter 287.017, F.S. for **Category Two** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes, on Entity Crimes should be completed and submitted with offer. Information as provided may be verified through the State of Florida.
42. **Suspended and Debarred Vendors:** Offers shall be received from only those contractors which are presently in good standing on the County's vendor list.

By submitting an offer, the offeror certifies that it is not currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the

State of Florida or the Federal Government, and that it is not an agent of a person or entity that is currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the Federal Government.

43. **Drug-Free Workplace:** Chapter 287.087, F.S., Procurement of Personal Property and Services. Whenever two or more offers which are equal with respect to price, quality, and service are received by the County for the purchase of commodities or contractual services, an offer received from a business that certifies that it fully complies with the requirements of the Drug-Free Workplace Program shall be given preference in the award process.
44. **Information Sheet for Transactions and Conveyances:** The Information Sheet for Transactions and Conveyances Corporation Identification should be completed and submitted with offer. Information as provided may be verified through the Department of State.
45. **Copies:** Copies of documents, records, materials, and/or reproductions shall be requested in accordance with Chapter 119, F.S., Public Records. Copyrighted materials may be inspected but cannot be copied or reproduced per federal law.
46. **Licenses and Certifications:** Pursuant to Florida Statutes 205.042, 212.15(2), 212.19, 489, 607.0403, 607.1501, 607.1502, and Escambia County Code of Ordinances, Article III, Sec. 90-91 through 90-95:

The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city, and/or other agency of authority with jurisdiction in such matters, and should provide copies of documentation which evidence such qualifications with the offeror's response to the solicitation; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current Certificate of Authority from the Department of State authorizing the offeror to do business in the State of Florida or other evidence of legal authority to do business in the state, county, city, and/or any other agency of authority should be provided with the response to this solicitation; however, the County may allow this responsiveness issue to be cured after submission of the offer within a reasonable period of time and prior to any recommendation for award. Information concerning certification with the Department of State can be obtained at <https://dos.myflorida.com/sunbiz/search/>.

Failure to provide evidence of current licensure, certification, or other evidence of legal authority to do business in the matters of the solicitation may render the offeror's offer non-responsive.

47. **Execution of Contract:**
 - 47.01: Subsequent to the date of award by the Board of County Commissioners, at which time the principal and County have reached a mutual agreement, and within ten (10) days after the prescribed forms of contract documents are presented for signature, the successful offeror shall execute and deliver to the owner a contract on the forms described within the offer documents in such number of counterparts as the owner may require.

- 47.02:** Having satisfied all conditions of award as set forth elsewhere in these documents, the successful offeror shall within the period specified above, furnish bond(s) in a sum of at least the full amount of the contract as awarded, on the forms provided by the County, which secures the faithful performance of the contract, and for the payment of all persons, firms, or corporations to whom the contractor may become indebted for all labor, materials, tools, equipment or services, of any nature, employed or used by the firm in performing work. Such bond(s) shall bear the same date as, or a date subsequent to, the date of the contract. The date of the contract shall be the date of award by the Board of County Commissioners, at which time the principal and County have reached a mutual agreement for projects thereto.
- 47.03:** On each bond, the rate of premium shall be stated together with the total amount of the premium charged. The current Power of Attorney for the person who signs for any surety company shall be attached to such bond.
- 47.04:** Separate performance and payment bonds equal to one hundred percent (100%) of the contract amount shall be furnished at the time of signing the formal agreement.

Performance and payment bonds shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Clerk of the Circuit Court Recording Office, 223 Palafox Place, First Floor, Pensacola, Florida, by and at the expense of the contractor. The cost of recording is Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. The Clerk of the Circuit Court Recording Office will provide an official receipt of the transaction to the contractor, and the contractor shall request that after all recording procedures done that the completed original bond documents be sent to the Office of Purchasing. The contractor shall present an original copy of the official recording receipt to the Office of Purchasing as evidence of having posted the required bond(s).

- 47.05** The failure of the successful offeror to execute such contract and to supply the required bonds within such extended period as the County may grant based upon reasons determined adequate by the County, shall constitute a default, and the County may either award the contract to the next responsible offeror or re-advertise for offers, and may charge against the offeror the difference between the amount of the offer and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid surety.
- 48. Purchase Order:** After the award of the contract or the decision to award an order, a purchase order for the goods or services listed in the solicitation will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated and assures distribution of necessary receiving reports.
- The purchase order does not supersede any provisions of the standard form of agreement. Performance time and dates are determined solely by the contract and any modifications.

Services/supplies are not to begin until receipt of the purchase order or other notification by the Office of Purchasing.

Construction services are not to begin until receipt of the Notice to Proceed from the Contract Administrator.

49. **No Contingent Fees:** The offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the offeror, to solicit and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the offeror any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement. For the breach or violation of this provision, the County shall have the right to terminate any resultant agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
50. **Solicitation Expenses:** The County accepts no responsibility for any expenses incurred by the offeror in the solicitation preparation and submittal, as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the offeror.
51. **On-Line Auction Services:** Any internet auction sale shall be governed pursuant to Section 46-134 of the Escambia County Code of Ordinances and Section 125.35 Florida Statutes. In the event of a conflict between the terms and conditions of the auction site and the County procurement code or state law, the County's procurement code or state law shall prevail in all circumstances.

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 judgement is from the lowest, 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, 2nd Floor, Room 11.101, 213 Palafox Place, Pensacola, FL 3250 prior to the time of the solicitation closing. Submitters shall upload one (1) PDF containing all required documents uploaded via Vendor Registry, including the Original Bid Form, which shall contain an original signature. The file should be named:

PD 20-21.055, Laffite Cove Canal Dredging, Name of Submitting Firm

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the 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:

A. Conduct of Participants

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

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request 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 cancelled.

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.

C. Sanctions

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

- 1) Rejection/disqualification of submittal;
- 2) Termination of contract; or
- 3) 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. Scope of Work

See Exhibit A

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of five percent (5%) of the Total Base Bid.

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

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

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

4. Performance and Payment Bonds

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

5. Procurement Questions

Questions shall be directed to Scott Larson, Purchasing Specialist, at SMLarson@myescambia.com, or through Vendor Registry. The last day for questions will be August 30, 2021 at end of day.

6. Bid Form

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by either (choose one):

- **A sealed envelope**, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. Firms electing to submit original forms shall also provide a complete copy of the bid response via flash drive.
- **Uploading to Vendor Registry** which includes the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Microsoft Teams Information

**** Due to the current pandemic, all Escambia County offices are socially distancing. ****

This Bid Opening will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

- To Download Microsoft Teams: [Click Here](#)
- Microsoft Teams Tutorials: [Click Here](#)

In an effort to efficiently serve all meeting attendees, no meeting time will be dedicated to assisting vendors attempting to log into the meeting.

8. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their 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.

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.

9. Payment

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

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

Or email: escambia.invoices@escambiaclerk.com

10. Protection of Property/Security

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.

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.

11. Emergency Services

The Contract resulting from this solicitation may include services that are required during or after emergency situations such as hurricanes, flooding, etc. These emergency services will require Contractor response within forty-eight (48) hours. Emergency pricing requested on the Bid Form is per cubic yard, and is for a fully burdened rate (mobilization, materials, tools, labor, etc.). The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Time is of the essence during emergency situations and the Contractor awarded this Contract should be able to be contacted at any time, day, or night.

The cost of Emergency Services will not be a determining factor in the selection of an awardee except in the event of a tie among bidders in their Total Base Bid submission. In the event of a tie among low bidders in their Total Base Bid submission, the Emergency

Services cost per cubic yard (CY) shall be used as a tiebreaker and the vendor with the low Emergency Services cost shall be recommended for award by the BCC.

12. Permits

The Army Corp of Engineers requires that permit SAJ-2015-00600 (NW-HMM) be completed and returned to validate the transfer of the permit and its associated responsibilities.

13. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

14. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. Option to Extend the Term of the Contract

The parties to the Contract (County or Contractor) may request that an available renewal option be executed. Such request should be submitted in writing by the requesting party 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 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 three (3) years.

16. 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.

17. Price Adjustment

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

bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. 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.

19. 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.

20. Award

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

21. Termination (Services)

The purchase order or contract may be subject to termination if either the product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that the awarded vendor violates any of the provisions of the contract, or service performed by the Contractor is deemed by the County to be deficient, the County may serve written notice to the Contractor of any deficiencies or violations, and require that the Contractor provide a detailed corrective action plan. The County shall be solely responsible for approving or denying the Contractor's corrective action plan.

The inability of the Contractor to provide a satisfactory corrective action plan, or failure execute the corrective action plan, may result in termination of the contract. Such termination may also result in suspension or debarment of the Contractor.

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.

22. 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).

Non-Contract Insurance Requirements

23. 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 level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

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

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

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

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

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

Except for worker's 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.

B. Workers Compensation Coverage (only if any work is land-based)

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000.00 each accident and \$100,000.00 each employee/\$500,000.00 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.

C. General, Automobile and Excess or Umbrella Liability Coverage (only if any work is land-based)

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 \$1,000,000.00 per occurrence for all liability – including medical payments – must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. Business Auto Liability Coverage

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

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

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

G. Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.00.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Scott Larson, Purchasing Specialist
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com

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 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.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County. Minimum limit of \$1,000,000.00 per occurrence is required.

United States Longshoremen and Harborworkers Act Coverage

The worker's compensation policy is to be endorsed to include United States Longshoremen and Harborworker's Act coverage for exposures, which may arise from this agreement or contract. Minimum limit of \$1,000,000.00 per occurrence is required.

Jones Act Coverage (If Contractor has employees and work is water-based)

The worker's compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract. Minimum limit of \$1,000,000.00 per occurrence is required.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. Minimum limit of \$1,000,000.00 per occurrence is required.

Marine Protection and Indemnity (P & I) Policy

The Contractor shall purchase Marine Protection and Indemnity (P & I) with endorsement for collision and towing. Minimum limit of \$1,000,000.00 per occurrence is required.

24. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, 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 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.

25. Bonding/Financial Capacity

The County may require the offeror to:

- A. Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the offeror's bonding capacity and bonding rate.
- B. Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating, or
- C. other evidence of financial stability.