

EXHIBIT A

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 Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

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., Internet URL address 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, the date and time of the solicitation opening and the solicitation number. 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 award 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 ANO 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 award 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 AOFFERS 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.

- 5.01 **Taxes** Escambia County does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of 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.
- 5.02 **Discounts** Discounts for prompt payments shall not be considered in determining the lowest net cost for solicitation evaluation purposes except in cases of tie solicitations.
- 5.03 **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 vendor's risk. In case of mistake in extension the unit price will govern.
- 5.04 **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.
- 5.05 **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 there under.
- 5.06 **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.

- 5.07 **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 warranties, it is understood and agreed 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 Award 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 he is 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 his

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 Notice issued and signed by the Purchasing Chief.

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 this office for receipt no later than five (5) days prior to the solicitation opening. Inquiries shall reference the date of solicitation opening and solicitation number. No interpretations shall be considered binding, unless provided in writing by Escambia County in response to requests in full compliance with this provision.
9. **Conflict of Interest** The award hereunder is subject to all of the provisions of Chapter 112, F.S.

9.01 County Procedure on an 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 officer, 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 under \$100; 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 receive 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 keep a monetary gift, including a gift certificate.

- 9.02 Contractors are required to disclose to the Purchasing Chief or his designee any gifts or favors offered or requested or other such questionable behavior by employees as promptly as it shall come to their knowledge.
- 9.03 The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Purchasing Chief or designee determines that the Contractor, its agent or another representative--

- Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the County, and
- 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. 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 should the items fail testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at 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 procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- 11.01 Vendors name being removed from the Office of Purchasing vendor mailing list.
- 11.02 The County not doing business with the Vendor until such time as the County has been reimbursed for all 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 him in the expeditions handling of damaged claims, the County will:
- 12.01 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- 12.02 Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- 12.03 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.
- 12.04 Provide the contract supplier with a copy of the carrier's Bill of Lading and damage

inspection report.

13. **Governmental Restrictions** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this solicitation prior to their delivery, it shall be the responsibility of the supplier to notify the Office of Purchasing at once, indicating in his letter the specific regulation 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; and 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 of any article supplied hereunder with equipment or data not supplied by 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 reasonably 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. **Cancellation** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation 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 at any reasonable time with prior notice.
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 this 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 approval of the Office of Purchasing.
24. **The Successful Offeror(s) shall Provide** A copy of any product literature and price list, in excellent condition at time of offer.
25. **Addition/Deletion of Items** The Office of Purchasing reserves the right to add to or delete any item from this solicitation or resulting contract when deemed to be in the County's best interest.
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 this 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 number of days required to make delivery after receipt of purchase order in 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 evaluation process and upon written request, shall be returned at the offeror's expense. Each sample provided, shall be labeled with offeror's name, manufacturer's brand name and serial number (as appropriate), solicitation number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier, shall be received within 10 days after 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 this 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 reprocurement costs may be charged against the awarded vendor. Any violations of these stipulations may also result in:

32.01 Vendors 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 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 most responsible and most responsive offer is by a offeror whose place of business from where he offers is in a state which grants a preference for the purchase of personal property to a person whose place of business is in such state, then the preference may be given to the lowest most responsible and most responsive offeror having a 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 most responsible and most responsive offeror has his place of business. However, 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 an 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 responsibility solely of the contractor.

The names and address of the proposed subcontractors to be utilized in this 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 most 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 any award relating to this solicitation.

Factors to be considered in determining whether the standard of responsibility has been met shall include but not 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;
- 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 any 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 this 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 this solicitation.
- 38. **Contractual Agreement** This 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; Resolution of Disputes** In any case, in which an improper **original** invoice is submitted by a vendor, the County shall, within 10 days after the improper **original** invoice received by it, 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 final decision of the County not later than 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 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 an 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 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 complies fully 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. **License 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 your response to this 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 Secretary of State authorizing your company 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 your response to

this solicitation; however, the County may allow this responsiveness issue to be cured after submission of your offer within a reasonable period of time and prior to any recommendation for award. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

Failure to provide evidence of current licensure, certification or other evidence of legal authority to do business in the matters of this solicitation may render your 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 or bonds 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 him in performing the 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 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, 1st Floor, 223 Palafox Place, Pensacola, Florida by and at the expense of the contractor. The cost of recording is \$10.00 for the first page and \$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 are done that the completed original bond documents be sent to the Office of Purchasing.

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The contractor shall present an original copy of the official recording receipt to the Office of Purchasing as evidence of having posted the required bonds.

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 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 then the county's procurement code or state law shall prevail in all circumstances.

(Revised 3/1/06)