

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

**PINE VALLEY ESTATES: PHASE I and PHASE II
PD 21-22.024**

<p>Pre-Solicitation Conference: February 16, 202, 2:00 PM</p>	<p>Bids will be received until: March 9, 2022, 2:00 PM</p>
<p>Pre-Solicitation Audio & Video: Bid Opening Audio & Video: Click here to join the meeting</p> <p>Bid Opening Audio Only: (863) 333-5817</p> <p>Conference ID: 281 106 295#</p>	<p>Physical Bid Delivery/Courier: 213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502</p> <p>OR Upload Via Vendor Registry</p> <p>Bid Opening Audio & Video: Click here to join the meeting</p> <p>Bid Opening Audio Only: (863) 333-5817 Conference ID: 885 063 578#</p>

Board of County Commissioners

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

Assistance:

Charlie Maholan
Purchasing Coordinator
Tel: 850-595-4987
Email: cmaholan@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
 Pine Valley Estates: Phase I and Phase II
 Specification PD 21-22.024**

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 not be accepted and will be returned unopened (as applicable).

** 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:

- Bid Response: One (1) Original Bid Form 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.). For firms electing to submit their response via Vendor Registry, the Bid Surety bond shall be included with the submittal. If a cashier’s check is provided, a copy of the check shall be included with the submittal. The original check shall be delivered to the Office of Purchasing within one week of 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.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Conflict of Interest Form
- E-Verify Form

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 OR uploaded all required documents to the proper solicitation number on Vendor Registry?

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.

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SCHEDULE

Solicitation Posting	February 7, 2022
Non-Mandatory Pre-Solicitation Meeting	February 16, 2022 @ 2:00 PM
Last Day for Questions	February 23, 2022, 4:00 PM
Addendum Posting to address Questions	February 27, 2022
Bid Due Date & Time	March 9, 2022 @ 2:00 PM
Contract Award	TBD

The above Schedule is the intent of the County. The County reserves the right to amend the schedule by written addendum or to cancel this solicitation in the best interest of the County.

SIGN AND RETURN THIS FORM WITH YOUR BID*

<p>Via Vendor Registry at: https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration</p> <p>or delivered to: Escambia County Purchasing Office 213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502</p>	<p>ESCAMBIA COUNTY, FLORIDA</p> <p>Invitation to Bid</p> <p>Pine Valley Estates: Phase I and Phase II</p> <p>PD 21-22.024</p>
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OFFERS WILL BE RECEIVED UNTIL: March 9, 2022 at 2:00 PM 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</p> <p>Person to Contact Concerning this Bid: _____</p> <p>Vendor Name: _____</p> <p>Address: _____</p> <p>City, ST. & Zip: _____</p> <p>Phone: (____) _____</p> <p>Toll Free: (____) _____</p> <p>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>Reason for No Offer</p> <p>_____</p> <p>Bid Bond Attached:</p> <p>\$ _____</p> <p>_____ (Name and Title of Person Authorized to Sign Offer)</p> <p>* _____ Signature of Person Authorized to Sign Offer (Original Signature Required)</p> <p>* Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.</p>
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Bid Form

SUBMIT YOUR BID ON THE BID FORM EXCEL SPREADSHEET UPLOADED TO VENDOR REGISTRY

- 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 One Thousand Dollars (\$1,000.00).

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.

Certification Regarding E-Verify System

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: _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

A full textual copy of these conditions is included Exhibit A to this solicitation on Vendor Registry.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

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

**Specification Number PD 21-22.024, Pine Valley Estates: Phase I and Phase II,
Name of Submitting Firm, Date and Time Due.**

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.

OR

Submitted as an upload via Vendor Registry at:

<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration>

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

- i. **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.
- ii. **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:

- i. Rejection/disqualification of submittal;
- ii. Termination of contract; or
- iii. 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 Summary

The project is divided into two phases. Phase I – Fridinger Drive – Roadway and Drainage Improvements The project will improve the roadway and drainage to reduce the flooding occurring on approximately 1,200 LF of Fridinger Lane, beginning at the existing concrete outfall on 8 Mile Creek and proceeding in a north direction. The proposed roadway system will consist of a crowned roadway with curb and gutter and underdrain as necessary on both sides of the roadway. The existing subsurface drainage system and concrete outfall ditch will be removed and replaced to collect and convey the drainage to 8 Mile Creek.

Phase II – Dunaway Lane – Roadway and Drainage Improvements: The project will improve the roadway and drainage to reduce the flooding occurring on approximately 1,400 LF of Dunaway Lane, beginning at 8 Mile Creek and proceeding in a westward direction. The proposed roadway system will consist of a canted roadway with curb and gutter on the south side and an open ditch system on the north side. A subsurface drainage system will be installed to collect and convey the drainage to 8 Mile Creek. The proposed roadway design will involve the removal and replacement of approximately 2,300 LF of ECUA 8” CA waterline.

2. Licenses & Certifications:

- General Contractors Licenses
- Underground Utilities Licenses
- Work Zone Safety Traffic Supervisor Certifications

3. Contract Time & Liquidated Damages:

The contractor shall commence the Work within ten (10) calendar days from the commencement date established in the Notice to Proceed. The Work shall be substantially completed within **Two Hundred Seventy (270)** calendar days from the Commencement Date to Substantial Completion. The Bidder agrees to fully complete all work included within **Thirty (30) calendar days** from the date of Substantial Completion. Liquidated damages of \$1000.00 each day will be assessed for each day that completion of the project is delayed.

3. Bid Surety

- a. Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of 5% of the total offer.
- b. 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.
- c. 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.
- d. 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. Bonds**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, then 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:

Charlie Maholan
 Purchasing Coordinator
 Via email at cmaholan@myescambia.com

The last day for questions will be February 23rd, 2022, 4:00 PM

Questions can be submitted via Vendor Registry.

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 a PDF of 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. 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:
 - i. The potential for fire, explosion, corrosiveness, and reactivity;
 - ii. 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
 - iii. 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.

8. Codes and Regulations

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

9. Payment

- a. Payments in the full amount for the value of items/services 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

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

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

All work shall be completed in every respect and accomplished in a professional manner.
- b. 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.
- c. 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.

12. Federal Compliance

Requirements of the grants for this project have been attached as exhibits to this solicitation. Where the term 'recipient' is stated in the grant documents, it will include the awarded contractor as it applies to compliance of terms and conditions, reporting, and all other aspects related to the procurement and management of awarded contracts under this project.

13. Termination (Services)

- a. The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.
- b. Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth

such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

14. 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).

15. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

16. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

Non-Contract Insurance Requirements

17. 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

- i. 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.

- ii. 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.
- iii. 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.
- iv. These insurance requirements shall not limit the liability of the contractor.
- v. 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.
- vi. 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.
- vii. The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.
- viii. 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.
- ix. 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

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

c. General, Automobile and Excess or Umbrella Liability Coverage

- i. 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.
- ii. Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including 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

- i. 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.

- ii. Coverage B shall include personal injury.
- iii. Coverage C, medical payments, is not required.
- iv. 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.

b. 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.

c. 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.

d. Evidence/Certificates of Insurance

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

Escambia County
 Attention: Charlie Maholan, Purchasing Coordinator
 Office of Purchasing, Room 11.101
 213 Palafox Place 2nd Floor
 Pensacola, FL 32591

- Indicate that the County shall be notified at least 30 days in advance of cancellation.

- iv. 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.
- v. 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.
- vi. 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.

18. Indemnification

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

Index of Documents

Exhibit	Document Name
A	Escambia County General Terms & Conditions
B	Project Drawings – Available on Vendor Registry
C	Technical Specifications – Available on Vendor Registry