

# **SANTA ROSA COUNTY, FLORIDA**



## **ITB 23-021 Santa Rosa County Vessel**

**March 2023**

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
KERRY SMITH  
JAMES CALKINS  
RAY EDDINGTON  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

**SECTION I.**  
**Invitation to Bid**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1859 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

TO: Company Addressed DATE: March 29, 2023  
FROM: Santa Rosa County Procurement Office  
SUBJECT: **ITB 23-021 Santa Rosa County Vessel**

Notice is hereby given that The Santa Rosa County Board of County Commissioners is soliciting sealed competitive bids for the Supply & Delivery of one (1) new 24' x 7' Aluminum Center Console V Bottom Boat. This boat is being procured for the Water Quality Monitoring program funded by the RESTORE Act and will be used by the Environmental Department for purposes such as water sampling and monitoring.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and must be received by **10:00 A.M. on April 12, 2023** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**ITB 23-021 Santa Rosa County Vessel**". Please provide the original proposal, labeled "ORIGINAL", and one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: [www.santarosa.fl.gov/391/Procurement-Office](http://www.santarosa.fl.gov/391/Procurement-Office) "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to **12:00 p.m. on April 5, 2023**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida.

**SECTION II.**  
**STD INSTRUCTIONS, SUBMITTAL REQUIREMENTS**  
**AND GENERAL REQUIREMENTS**

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# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **PRE-BID ACTIVITY**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

## **PROPOSED SCHEDULE**

Invitation to Bid Published	March 29, 2023
Deadline for Questions	April 5, 2023 by 12:00 p.m.
Bids Due	April 12, 2023 by 10:00 a.m.

## **PREPARATION OF BID**

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

### **SUBMITTAL OF BID**

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**ITB 23-021 Santa Rosa County Vessel**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

### **INTEGRITY OF BID DOCUMENTS**

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **WITHDRAWAL OF SUBMITTALS**

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

## **INTERPRETATION**

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

## **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

## **CONDITIONAL & INCOMPLETE BIDS**

Santa Rosa County specifically reserves the right to reject any conditional bid.

## **ADDITION/DELETION OF ITEM**

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

## **SPECIFICATION EXCEPTIONS**

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

## **FAMILIARITY WITH LAWS**

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **EXAMINATION OF DOCUMENTS AND SITE**

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

## **RIGHT TO REJECT PROPOSAL**

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

## **DISQUALIFICATION OF RESPONDENTS**

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## **REVIEW OF PROCUREMENT DOCUMENTS**

Per Florida Statute 119.071 (1), sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids,



## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

proposals, or final replies, whichever is earlier.

### COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.**

### SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **AUDIT**

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

## **NON-COLLUSION**

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

## **PUBLIC ENTITY CRIME INFORMATION**

Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

## **INVESTIGATION OF RESPONDENT**

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

## **CONE OF SILENCE CLAUSE**

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

## **EVALUATION OF BIDS AND AWARD OF CONTRACT**

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

### **FORM OF AGREEMENT**

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

### **SYSTEM OF AWARD MANAGEMENT**

All respondents must be registered with the Federal System of Award Management (SAM) and be up to date on all registration requirements at the time of submitting a response to this Request for Bids. Failure to do so will result in respondent's submittal being deemed as unresponsive.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **PROCUREMENT OF RECOVERED MATERIALS**

All respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **DOMESTIC PREFERENCE**

Although the County has no local preference, in accordance with 2 C.F.R. 200.322, the County may consider preference for the use of products and materials produced in the United States.

## **CONTRACT WITH THE ENEMY**

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

## **MISC. FEDERAL REQUIREMENTS**

All respondents should be aware that some federal funds may be utilized in the course of services being performed under this agreement, as such, respondent agrees that it shall adhere to all necessary federal regulations. Further, the respondent acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Respondent, or any other party pertaining any matter resulting from any award. Should a federal awarding agency require adherence to Supplemental Standard Terms and Conditions relevant to any award hereunder, such conditions will be included for review and approval as a condition any amendment or task order.

## **UNAUTHORIZED ALIENS/PATRIOT'S ACT**

The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

### **PROTECTION OF RESIDENT WORKERS**

The Santa Rosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Santa Rosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Santa Rosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

## FEDERAL PROVISIONS APPLICABLE TO AGREEMENT

The projects or services to be performed under this Agreement may be fully or partially funded by Federal grants. For all such federal grant funded projects or services, the Consultant will be required to comply with the following provisions, as applicable:

**1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Consultant's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

**2. Equal Opportunity.** During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Consultant shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

3. **Drug Free Workplace Requirements:** All Consultants and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Consultant to take certain actions to provide a drug-free workplace.

4. **Davis-Bacon Act:** If applicable, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Consultant and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Consultant and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Consultant shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Consultant shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

5. **Copeland Anti Kick Back Act:** Consultant and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Consultant and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented



by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

9. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Consultant shall ensure that its subcontractors comply with this requirement.

10. **Federal Changes:** Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract. The failure of this Attachment to specifically reference a particular federal or state law, regulation, policy or directive shall not excuse Consultant from compliance with same to the extent such law, regulation, policy, or directive is applicable to Consultant's performance of the project or services.

11. **Safeguarding Personal Identifiable Information:** Consultant and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

12. **Right to Inventions Under Federal Grants.** If applicable, Consultant shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

14. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**15. Trafficking Victims Protection Act (2 CFR Part 175)**

The Consultant shall include adhere to the following and shall include the following language in all subcontracts:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a Consultant that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Consultant that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose

services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

16. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Consultant, or any other party pertaining to any matter resulting from this Agreement.

17. **Federal Agency Seals, Logos and Flags.** The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

18. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or

services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

## **FEDERAL NON-DISCRIMINATION PROVISIONS**

In providing the equipment requested pursuant to the ITB, Consultant shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
  - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
  - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

## **ENVIRONMENTAL COMPLIANCE**

In providing the equipment requested pursuant to the ITB, Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)



17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.323, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Attachment D-4**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

On behalf of the Consultant, the undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

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Signature of Consultant's Authorized Official

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Name and Title of Consultant's Authorized Official

---

Date

**SECTION III.**  
**SANTA ROSA COUNTY DOCUMENTS AND FORMS**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1859 procurement@santarosa.fl.gov

## BID SUBMISSION CHECKLIST

ITB 23-017 Santa Rosa County Vessel

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

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Form
- Schedule of Values, Unit Pricing (if required)
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- Conflict of Interest Form
- Byrd Anti-Lobbying Amendment Certification
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)
- Proof of registration with the Federal System of Award Management (SAM)
- Addendum (s) if any

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Print)

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

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

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



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, \_\_\_\_\_ representing \_\_\_\_\_  
(Print) (Company)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

\_\_\_\_\_  
(Signature)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

*SRC Procurement Form SSPEC 016 01 091619*

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal power to enter into a binding contract 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.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID 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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Notary Public



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## DEBARMENT FORM

*SRC Procurement Form Debar 022\_00\_082719*

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

Firm: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Solicitation Name \_\_\_\_\_ # XX-XXX \_\_\_\_\_





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONFLICT OF INTEREST DISCLOSURE FORM

*SRC Procurement Form COS 027\_00\_091319*

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Name(s)	Position(s)
_____	_____
_____	_____
_____	_____
_____	_____

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

PHONE NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

**Santa Rosa County**  
**Standard Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS AND**  
**SUPPORTING DOCUMENTATION**

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**SECTION 1**

**SCOPE OF SERVICES AND RELATED (TECHNICAL) REQUIREMENTS**

**1.1 SPECIFICATIONS/SCOPE OF SERVICES**

The Santa Rosa County Board of County Commissioners is soliciting sealed competitive bids for the Supply and Delivery of one (1) new 24' x 7' Center Console V Bottom Boat constructed of aluminum meeting specifications. Delivery location 6051 Old Bagdad Highway, Milton, Florida 32583

**A. One (1) New 24' x 7' Center Console V Bottom Aluminum Boat - Hull Specifications**

Item #	Standard & Optional Item Descriptions (Quantities are 1 unless specified otherwise)	Included (I) or Extra Amount (\$)	Describe Exception
1	Hull Specifications: Length: 24' + gill bracket= 25' 6" LOA Bottom: 7' (3/16") Sides: 29" (3/16") Beam: 8' 6" approximately		
2	Hull consists of all 5086 marine grade alloy aluminum (bottom, sides, and transom) Hull to be completely solid welded inside and outside of boat. Aluminum weld on double hole bow eye located underneath front bow.		
3	Rib Structure: Longitudinal (length of the hull) : (6) 3" x 1 1/8" x 3/16" corrugated side runners pressed into bottom plating (4) 3" x 1 1/8" x 3/16" corrugated side runners pressed into side plating (6) 2" x 3/8" flat bar stringers running length of the boat between each corrugation welded with tack pattern of 8" gap & 3" of weld on each side of flat bar stringer thru out the length of the hull		
4	Rib Structure: Transverse (width of hull): 1/8" bow bulkhead (forming anchor locker)-sealed welded with overboard drains 3" x 2" x 3/16" angles attached to the stringers & fitted to the keel plating on 16" centers-angles to be welded to the square tubing, stringers and keel plates 2" x 2" x 1/8" square tubing connected to sides and angles supporting double bottom on 16" centers (5) 3/16" gusset plates attaching tubing, angles and keel plate together on every transverse frame 1" x 1" x 1/8" angle tacked underneath flooring between each rib section Rib Structure Quality Control: Project Manager to witness and inspect rib structure before flooring is installed and closed to ensure the rib structure building process is accurate to the written specifications.		
5	Top Head Log: trapezoid shaped headlog-45 degrees downward slant connecting to front decking-3"c-channel bracing welded underneath head log using a staggered tack pattern-head log to be completely solid welded		

Item #	Standard & Optional Item Descriptions (Quantities are 1 unless specified otherwise)	Included (I) or Extra Amount (\$)	Describe Exception
6	Gunwales: 6" smooth plate aluminum rails around inside perimeter of the boat - 2" flatbar fully welded to rail plate protruding downward		
7	Cleats: (7) 8" aluminum weld on cleats-port & starboard-bow, midship & stern. All cleats to be cleaned smooth free of burrs		
8	Front Decking: Enclosed 66" long total length including head log - 1/8" smooth plate decking with 3" x 1" x 1/8" crimped channel braces used for structural support underneath deck. Aluminum weld on single hole bow rope eye. Front deck to have 1/8" bulkhead extended from keel to underneath gunwales-bulkhead to be completely solid welded and tested-bulkhead to have 13/16" hole drilled approximately 4" from keel of vessel-smooth plating. 28" x 18" top flush access hatch-Hatch to sit into 2" channel with 3/8" bulb on edge-28" x 18" top flush anchor locker box with overboard drain.		
9	Flooring: 1/8" plate airtight double bottom-pressure checked for leaks. Floor to be solid welded to sides, Slot welded to ribs with a tack pattern 8" gap and 3" of weld, consist thru out the hull. 1" x 1" x 1/8" angles welded under subfloor between each rib section to prevent floor from buckling & popping. Flooring Quality Control: Project Manager to inspect and verify pressure testing for quality control.		
10	Fuel Tank: 60 gallon slim fuel tank forward of the center console-3/16" aluminum shell with 3/16" thick center wall baffle-(4) 2" x 3/8" flat bar vertical side wall braces-1 1/2" aluminum fill neck recessed 3" downward into fuel tank and 2" above tank -(2) 3/8" NPT aluminum collars installed 1 withdrawal and 1 vent-tank to be tested with 3lbs of pressure-Tank to be secured to 2 (Z shaped) floor mounting clips 1 1/4" x 1 1/4" x 3/16"- Tank to be bolted down with stainless steel hardware-folding table with locking pins attached to front of fuel tank.		
11	3-Sided Center Console: 3/16" aluminum center console with shelf underneath-3/16" side walls and front windshield-overhead instrument box with lock-aluminum roof with corrugations running bow to stern and tubing framing port to starboard- 2" flatbar around roof edging downward facing grabrails		
12	Floor track (wire track): 4 1/2" channel flush with flooring running from console to sump hole for wires & steering hoses to be protected-fully welded and sealed to double bottom-tread plate cap fully welded to the top of floor track - all flushed with double bottom		
13	Leaning Post: custom aluminum pipe and plate seat with backrest-rear cubby hole for storage		
14	Rear Access Box: 38" x 30" seat box with top mounted access lid for dry/battery storage		
15	Transom: 3/16" transom thickness with (2) 4" channels extending port to starboard (2) 1" sch/80 pipe drains (1 transom & 1 double bottom)- Transom designed to support a single 25" shaft outboard engine gill bracket-transom to have the following aluminum weld on mounting brackets: 2 anode brackets, 1 transducer bracket and trim tab brackets		
16	Gill bracket: Full width tread plate gill bracket-extending 20" aft of transom set for a 25" shaft engine-motor box to be fully welded to transom with a drain plug-motor box top gussets-(2) pulling rings welded to back of gill bracket		

**B. One (1) New 24' x 7' Center Console V Bottom Aluminum Boat-  
Accessories**

Item #	Accessories Descriptions (Quantities are 1 unless otherwise specified)	Included (I) or Extra Amount (\$)	Describe Exception
17	1/4" safety glass installed into aluminum windshield		
18	LED navigational lights complete		
19	Hydraulic steering system with stainless steel steering wheel		
20	1100 gph automatic bilge pump with manual override switch on dash		
21	Fuel System (fittings, valves, hoses and fuel water separator)		
22	Fuel sender installed into tank with dash gauge		
23	Electric flush mounted horn		
24	Remote controlled LED Go Light		
25	LED overhead light		
26	(4) LED flood lights -2 forward facing- 2 rear facing		
27	6" hydraulic jack plate		
28	6 gang electric control panel with reset brakers		
29	Electric trim tabs		
30	Heavy duty windshield wiper		
31	12v USB power socket		
32	VHF radio with antenna		
33	(2) Battery cases with holding straps		
34	(2) Marine cranking batteries		
35	Battery selector switch-on/off/both		
36	Vinyl cushion for leaning post-Grey		
37	Vinyl curtains with zipper doors-clear		
38	2-layer EVA foam flooring-Customer color & design choice		
39	(2) Transom mounted anodes located under waterline		
40	Foam injected into double bottom using a 2-part self-raising polyurethane foam		
41	Gaskets for leaning post and all raw edges to have trim gasket		
42	All wires to be incased in plastic split loom to prevent electrical problems		
43	Stainless steel fasteners for hardware attachments		
44	10 ' Shallow water anchor power pole		

**C. One (1) New 24' x 7' Center Console V Bottom Aluminum Boat-  
Outboard Motor**

<b>Item #</b>	<b>Outboard Motor Specifications as Follows: (Quantities are 1 unless otherwise specified)</b>	<b>Included (I) or Extra Amount (\$)</b>	<b>Describe Exception</b>
45	200 HP four stroke engine with 1 year warranty		
46	Binnacle controls with key switch		
47	Deluxe control cables		
48	tachometer		
49	stainless steel propeller		
50	Installed and test run in local waterway to check, test and verify operation & propeller sizing for proposed vessel		

**D. One (1) New 24' x 7' Center Console V Bottom Aluminum Boat-Trailer**

<b>Item #</b>	<b>Trailer Specifications as follows: (Quantities are 1 unless otherwise specified)</b>	<b>Included (I) or Extra Amount (\$)</b>	<b>Describe Exception</b>
51	Heavy duty tandem axle boat trailer		
52	6000 lbs. capacity with 14" tires		
53	Drive on board setup with front bow board support		
54	3' heavy duty side guides-Aluminum I beam construction		
55	Hydraulic surge brakes on 1 axle		
56	Spare and carrier-adjusted and setup for boat		



ITB# 2023

**BID FEE FORM**

**SCOPE OF WORK:** Santa Rosa County – 2023 Environmental Use Boat, Motor and Trailer

**LOCATION:** Santa Rosa County, Florida

Description	Units	QTY	Bid Amount	ETA
<p><b>NEW UNUSED:</b> A 24' x 7' Aluminum Center Console V Bottom Boat, Motor, Trailer and accessories following industry standard specifications. Estimated delivery time of 6 months. Boat will seat up to 6 people. Will be used by the Environmental Department for purposes such as water sampling and monitoring.</p>	EA	1	\$	6 Months

**Copy bid Form and use as needed if multiple options are submitted.**

COMPANY NAME: \_\_\_\_\_  
\_\_\_\_\_

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

CONTACT: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the Bid and the following Addenda, receipt of all which \_\_\_\_\_ is hereby acknowledged:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

\_\_\_\_\_  
Authorized Representative  
(Signature)

\_\_\_\_\_  
Date

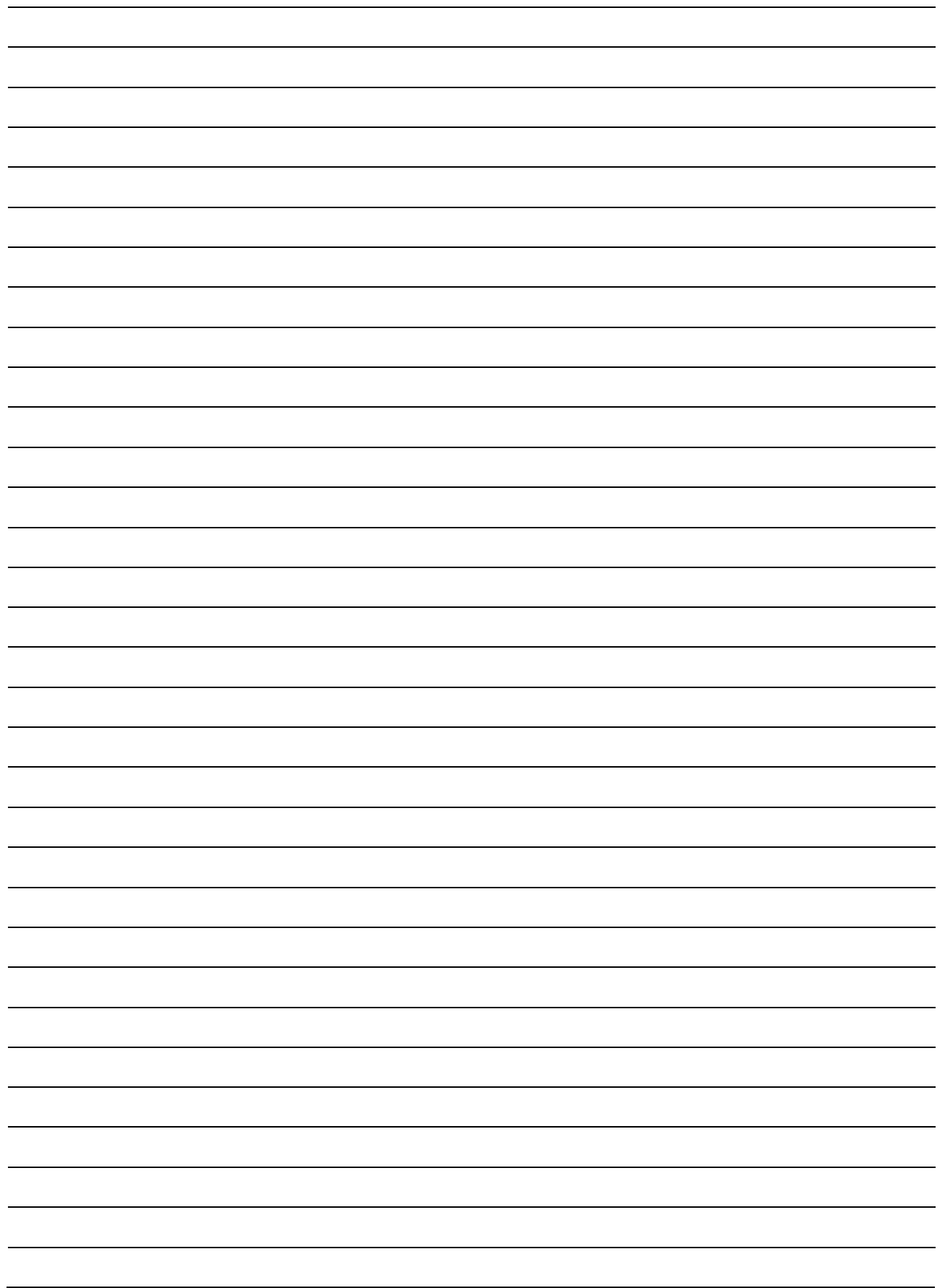
\_\_\_\_\_  
Santa Rosa County Representative  
(Print or Type)

\_\_\_\_\_  
Santa Rosa County  
(Signature)

\_\_\_\_\_  
Date

**(Copies of each addendum issued must accompany your Bid – It is the sole responsibility of the vendor to check the county website to see if any Addenda have been issued.)**







**Additional Comments**

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**Total Bid Price:**

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