

AGREEMENT RELATING TO FOOD SERVICE SUPPLIES (PD 16-17.024)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and The Merchants Company, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 64-0202800, and whose principal address is 1100 Edwards Street, Hattiesburg, MS 39401.

WITNESSETH:

WHEREAS, on May 30, 2017, the County issued an Invitation to Bidders (PD 16-17.024) seeking a contractor to provide food service supplies for the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies on an as-needed basis; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such items as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for an initial term of one year. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms.

After exercising all options to renew, the County may request an extension of this Agreement for an additional six (6) months to prevent an interruption in service. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the last one (1) year renewal period.

The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of three (3) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders, Specification No. P.D. 16-17.024, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for supplies in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase Orders. The County shall issue written purchase orders for supplies to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

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

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The 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 relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
 - (c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

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

To: The Merchants Company
Attention: Andrew B. Mercier
1100 Edwards Street
Hattiesburg, MS 39401

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate 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:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
D. B. Underhill, Chairman

Date: 11/1/2017

BCC Approved: 9/21/17

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 9/21/17

CONTRACTOR:
THE MERCHANTS COMPANY, INC.

By: [Signature]
Andrew B. Mercier, President

Date: 8-25-17

By: [Signature]
Kristi Hatton
Corporate Secretary

[SEAL]



FOOD SERVICE SUPPLIES FOR THE ESCAMBIA COUNTY ROAD PRISON

PD 16-17.024

SCOPE OF WORK

A) General Service Description/Purpose

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Road Prison Division with quality food supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors.

The successful vendors shall be responsible for furnishing food supplies for use by the Escambia County Road Prison Division, allowing for capability of the County to utilize a stockless warehouse methodology.

Volume: Estimated total dollar volume for this contract is \$190,000.00 per year. The County reserves the right to order quantities as may be required during the given period, but does not guarantee any minimum or maximum to be ordered during the contract period specified. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

B) Contractor's Responsibilities

- 1) CONTRACTOR shall provide food products to the Escambia County Road Prison (ECRP).
- 2) CONTRACTOR shall be responsible for providing food products, service, and delivery for approximately 220-252 inmates to include delivery on an as-needed basis, including but not limited to order fulfillment and timely order delivery freight free.
- 3) CONTRACTOR shall not, at any time, make substitutions for out-of-stock items without prior approval of ECRP Facility Kitchen Manager.
- 4) CONTRACTOR shall provide quality, accurate, and dedicated service pertaining to the product orders for the ECRP.
- 5) CONTRACTOR shall communicate with the Facility Kitchen Manager items that are on special sale or discontinued, and provide samples of new items.
- 6) CONTRACTOR shall provide invoices upon delivery.
- 7) All products delivered to ECRP facilities must meet or exceed United States Department of Agriculture (USDA) specifications and industry standards, and have a freshness parameter to permit the facility to have a minimum of forty-five (45) days from delivery to consumption. Perishable products must have a minimum shelf-life of seven (7) days after receipt of delivery.
- 8) Out-of-Stock/Not-Available Products
 - a) CONTRACTOR shall notify the ordering facility of out-of-stock/not-available products upon receipt of order, but in no event later than forty-eight (48) hours before the scheduled delivery. If the Contractor is unable to fill an order completely, they must inform the ECRP facility of the "shortage" within twenty-four (24) hours of receiving the order.
 - b) A substitute may be provided with prior approval of the Facility Kitchen Manager. Such substitutions shall be of same or better grade and quality. Substitutions shall be priced using the same unit price as the original product. Substitutions should not be made on a continuing bases. Explanation of repeated/continued substitutions shall be made to the ECRP Facility Commander.

C) Facility's Responsibilities

- 1) The Facility will provide, at its expense and judgment, a sufficient number of training personnel to supervise those inmates receiving goods from the Contractor.



- 2) The facility will provide the Contractor with access to all applicable ECRP department rules and regulations. The facility will inform the Contractor of any regulatory or operational changes impacting the delivery of goods to be provided

D) Service Locations and Service Times

Service/delivery location will be the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida 32533. All deliveries, unless otherwise coordinated and approved by the ECRP Facility Commander or designees, shall be provided by the Contractor between the hours of 8:00a.m. and 4:00p.m. Central Time, Monday through Friday, excluding Escambia County holidays.

E) Emergency Orders/Deliveries

The Contractor shall provide emergency delivery upon request of the ECRP Facility Commander or designee. An emergency delivery is defined as: *a delivery that must be made resulting from an unforeseen circumstance that cannot be accommodated by a regularly scheduled delivery.* For an emergency order, the Contractor shall be prepared to deliver the products within twenty-four (24) hours.

F) Recalled Products

The Contractor shall have the ability to track all products delivered. Product recalls from manufacturers, suppliers, FDA, or DOH, shall be promptly reported to the ECRP Kitchen Manager and Facility Commander.

G) Returns

- 1) The ECRP facility's food service or warehouse personnel shall have the right to reject products for non-compliance at the point of delivery.
- 2) The ECRP facility shall be granted full credit and pick-up with five (5) working days after Contractor notification of rejected products due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The Contractor shall not charge a restocking fee to the facility. Facility personnel shall notify the Contractor within twenty-four (24) hours of discovery, or next business day, whichever comes first.
- 3) Rejected items not removed from the ECRP facility by the Contractor within ten (10) working days after the date of notification shall be regarded as abandoned by the Contractor and the facility shall have the right to dispose of the items as its own property.

H) Reports

The following reports are requested to be provided at the specified intervals. If the reports cannot be supplied as requested, this should be noted in the Bid Submission on the Bid Form.

- 1) Monthly report listing all invoiced products for the preceding month, to include item description, quantity ordered, and invoice numbers.
- 2) Yearly report listing the top 15 items ordered with the corresponding quantity.

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

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

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

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

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

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 16-17.024, "Food Service Supplies for the Escambia County Road Prison", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

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

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit 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.

Definitions

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

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause

related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

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

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

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

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

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

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by 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 award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

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

3. Procurement Questions

Procurement and technical questions may be directed to Jeffrey Lovingood, Purchasing Specialist, Phone 850.595.4953, Fax 850.595.4805. Questions can be submitted up to 5:00 PM, Wednesday, June 14, 2017.

4. Bid Forms

This Solicitation contains a Bid/Proposal Form which shall be submitted in a sealed envelope with **Original signatures in indelible ink signed in the proper spaces**. Responses on vendor forms will not be accepted.

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

5. **Pre-Solicitation Conference**

There will be no pre-solicitation conference.

6. **Codes and Regulations**

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

7. **Payment**

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

Clerk of the Circuit Court
Attention: Accounts Payable
223 Palafox Place, Room 204
Pensacola, FL 32502

8. **Packaging/Shipping Labels**

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package and total number of items being delivered.

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.

9. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

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

10. Pricing

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

11. Changes - Service Contracts

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

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

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

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

12. Term of Offer

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

13. Award

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

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its

intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. 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.)

16. 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.

17. Insurance Requirements

A. Standard Insurance Requirements and Certificates

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

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

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

B. County Insurance Required

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

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the

completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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

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

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

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

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

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

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

C. Workers Compensation Coverage

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

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

D. General, Automobile and Excess or Umbrella Liability Coverage

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

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

E. General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

F. 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.

G. 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.

H. Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Automobile policies.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention:
Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

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

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

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

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

I. Endorsements/Additional Insurance

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

1. Termination/Adverse Change Endorsement

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

2. Property Coverage for Leases

The contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property.

3. Fidelity/Dishonesty Coverage - for Employer

Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

4. Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

5. Jones Act Coverage

The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

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, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BIDS*

SOLICITATION AND OFFER/BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place
Pensacola FL, 32502

Invitation to Bid

FOOD SERVICE FOR THE ESCAMBIA
COUNTY ROAD PRISON
SOLICITATION NUMBER: PD 16-17.024

SOLICITATION

MAILING DATE: Tuesday, May 30, 2017

There will be no pre-solicitation conference

OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., C.D.T., Thursday, June 22, 2017 and may not be withdrawn within 90 days after such date and time

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

64-0202800

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE 2 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Merchants Foodservice

REASON FOR NO OFFER

ADDRESS: 1100 Edwards Street

CITY, ST. & ZIP: Hattiesburg, MS 39401

PHONE NO.: (601) 583-4351

TOLL FREE NO.: (800) 844-3663

FAX NO.: (601) 582-5333

BID BOND ATTACHED \$ 1,000

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 in man 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 renders final payment to the offeror.

Eddy Williams DSM
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

[Signature]
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Service Supplies for the Escambia County Road Prison as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide the following Market Basket:

Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
<u>23126</u>	<u>3.15 oz</u>	<u>76 pack Mealloaf, precooked and sliced</u>	<u>57.14</u>	<u>8</u>	<u>62.11</u>
<u>36137</u>	<u>30 dozen</u>	<u>Eggs, Medium, White USDA grade AA</u>	<u>18.61</u>	<u>8</u>	<u>20.23</u>
<u>54088</u>	<u>2 oz</u>	<u>96 pack sausage, Country Patty, Raw, Mild Flavor</u>	<u>27.04</u>	<u>8</u>	<u>29.39</u>
<u>406508</u>	<u>35lbs</u>	<u>Shorten fry liq clr</u>	<u>16.95</u>	<u>8</u>	<u>18.42</u>
<u>37085</u>	<u>40lbs</u>	<u>Chicken leg quarters</u>	<u>21.20</u>	<u>8</u>	<u>23.04</u>
<u>251221</u>	<u>25lbs</u>	<u>Yellow corn meal</u>	<u>8.65</u>	<u>8</u>	<u>9.40</u>
<u>501021</u>	<u>50lbs</u>	<u>All purpose flour</u>	<u>13.47</u>	<u>8</u>	<u>14.64</u>



Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
21642	30, 1lb	Margarine solid	20.20	8	21.96
306238	20lbs	Green beans frozen	12.59	8	13.68
306334	100, 1oz per cs	Hot dogs	16.30	8	17.72
522126	80lbs per cs	Pork butt	1194.40	8	1288.40
19274	2,000 per cs	Salt packets	5.40	8	5.87
133157	50lbs	Milk dry non - fat	79.83	8	86.77
306524	6, 10# cns	Paste tomato	29.09	8	31.57
18144	6, 10# cns	Diced tomato	16.50	8	17.93
806505	8, 5lbs per cs	Peanut butter	33.80	8	36.74
554.85	6, 10# cns	Grape jelly	38.36	8	41.70
			509.48	TOTAL	553.57

102.40

Financial Contract Terms

This contract shall be based upon the Contractor's cost plus a percentage thereof as bid on the Bid Form. The County understands that food and non-food product pricing may fluctuate over the course of the contract. For this reason, the included "Exhibit A - Market Basket" will be utilized only as a reference for the facility in choosing the most responsive bidders. The unit price listed in the Market Basket response shall be the Contractor's actual product cost. This includes the Contractor's cost of the product and inbound freight, as well as other approved costs associated with bringing product into the Contractor's warehouse as shown on the supplier invoices. The percentage billed over Contractor's cost shall match the percentage listed below.

Pricing

Contractor Cost + (plus) 8 %

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

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____