

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**Contractor Qualification List for Environmental Code Enforcement**

**SPECIFICATION NUMBER PD 15-16.028**

**RESPONSES WILL BE RECEIVED UNTIL: 10:30 A.M., CST, Tuesday, February 23, 2016**

**Office of Purchasing, Room 11.101  
213 Palafox Place 2<sup>nd</sup> Floor, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Grover C. Robinson, IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Douglas Underhill  
Lumon J. May  
Steven Barry**

**Procurement Assistance:**

Lester L. Boyd  
Purchasing Specialist  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805  
Email: [Lester\\_Boyd@co.escambia.fl.us](mailto:Lester_Boyd@co.escambia.fl.us)

**Technical Assistance:**

Melissa A. Reber  
Abatement Officer  
Environmental Enforcement Division  
Escambia County Central Office Complex  
3363 West Park Place  
Pensacola, FL. 32505  
Tel: (850) 595-1836  
Fax: (850) 595-0149  
Email: [mareber@myescambia.com](mailto:mareber@myescambia.com)

**SPECIAL ACCOMMODATIONS:**

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

**NOTICE**

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

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EXHIBIT "A" RISK MANAGEMENT – INSURANCE PAMPHLET PP-185

## **I. INTRODUCTION**

Escambia County, FL, Pensacola, FL (referred hereafter as the County) is requesting statements of qualifications (RFQ) from firms for clean-up of lots or demolition of structures on various residential and commercial abatement projects. Management of Environmental Code Enforcement is guided by policies, objectives and service standards sanctioned by Escambia County and the City of Pensacola.

## **II. SCOPE OF WORK**

### **Scope of Work:**

Escambia County Office of Environmental Enforcement will request quotes on an as needed basis for cleanup of lots or demolition of structures on various residential and commercial abatement projects. Contractors are required to participate in a mandatory pre-solicitation (property walkthrough) in order to be eligible to bid. The Walk-through will be conducted with an employee of the Environmental Enforcement Office. Contractors are advised that these properties are privately owned and are not permitted to enter these properties without an employee of Environmental Enforcement. Contractors will receive notice of these meetings via e-mail, phone or fax. The meetings will be conducted on an as needed basis. Contractors shall be responsible for all labor, materials and fee's necessary for these projects. Additionally, abatements that require demolition, the contractor shall be responsible for ensuring the disconnection of all utilities and obtaining all State and local permits. Contractors shall be solely responsible for the legal and proper disposal of all debris in a properly and appropriately licensed disposal site.

**Qualifications and Requirements:** All contractors are required to provide a copy of Escambia County Florida Occupational License. Firms providing demolition shall provide demolition/construction licenses as issued by the State of Florida Department of Professional and Business Regulation or Escambia County Competency Board. Contractors are required to provide all contact information to include business address, phone, fax and e-mail addresses. Contractors will provide emergency contact information or after hour numbers. Contractors should be responsible and reliable and have the ability to work with individuals who may be disgruntled with the situation and not in agreement with the requirements of the work.

### **Standard Insurance Requirements and Certificates**

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

The insurance requirements listed below are the minimum acceptable coverage required for this project. The low bidder shall provide proof of coverage with the quotation. Failure to provide such proof (Certificate of Insurance) from a qualified provider shall be grounds for disqualification and award to the next low bid received.

## **III. County Insurance Required**

### **County Insurance Required – “ALL Insurance will be Screened by County Risk Management Department”.**

The contractor shall procure and maintain the following described insurance, except for coverage's specifically waived by the County, on policies and with insurers with a preferred A. M. Best Company Rating of A VII, 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.

#### **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 Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverage's required by law for the benefit of employees.

#### **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.

#### **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 coverage's, and property damage resulting from explosion, collapse or underground (x, c, u) exposures and watercraft liability.

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.

#### **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.

**Excess or Umbrella Liability Coverage**

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 coverage's. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage's(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 policy.
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 BOCC**  
**Attention: Lester L. Boyd, Purchasing Specialist**  
**Office of Purchasing**  
**P. O. Box 1591**  
**Pensacola, FL. 32597-1591**  
**Fax: (850) 595-4806**

**RE: Environmental Enforcement Division**  
**Various Residential/Commercial Abatement Projects:**

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.

**IV. Quotes:**

Quotes shall include costs for all overhead, profit, insurance, permits, labor, materials, and miscellaneous items required for this project. In the event that the property owner completes some or all of the work specified, the awarded contractor shall be entitled to negotiate a final price for work remaining not to exceed the total shown on the quote. In the event that the property owner completes all the work, the County reserves the right to pull the project even if the contractor has received a contract on a quote. Quotes will be accepted on a date to be determined and can be submitted via U.S. Mail, FEDEX UPS, AIRBORNE, or Hand- Delivery. Contractors will be notified of the results in the same manner. The County reserves the right to negotiate quotes with the contractor with the low bid.

**V. Billing and Payment:**

Contractors will be required to submit with all invoices color photographs of the property prior to clean-up or demolition and color photographs of the property once the work has been completed. Photographs will be labeled with the project name. Contractors will submit with all invoices receipts for disposal. Disposal tickets shall be labeled with the project name. All invoices shall contain the Purchase Order number and start and stop date for each project. All invoices must be forwarded to the Office of Environmental Enforcement for approval. The Office of Environmental Enforcement will approve payments only after completion of the project and verification that the scope of work has been completed. Any request for change orders will be done on an as needed basis and must be approved prior

to commencement of any additional work which was not described in the pre-solicitation walkthrough.

Payments will be made in the form of a check issued by the Escambia County Clerk of Court. Checks will be mailed to the address on file. The Clerk of Court may require additional information to process any invoice.

Inquires' regarding contactor payments are to be made through the Office of Environmental Enforcement.

Payments can take up to but not limited to 30 days after receipt of invoice and all supporting documents.

**VI. GUIDELINES FOR SUBMITTING QUALIFICATIONS**

- A. Each firm must submit **Two (2) original written copies of Qualification Statements** by 11:30 A.M., CST, February 16, 2016.
  
- B. **QUOTES ARE NOT ACCEPTED THROUGH FAX SYSTEMS, NOR EMAILS, AND ONLY AS DIRECTED PER THIS SOLICITATION AGREEMENT.**
  
- C. All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of qualifications may be mailed to 213 Palafox Place, 2<sup>nd</sup> Floor 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 15-16.028" Contractor Qualification List for Environmental Code Enforcement: Name of Submitting Firm, Time and Date due"**.

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air-bill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same.

Submittals received after the time set for solicitation closing will be **"REJECTED:"** and there shall be no reference to unopened Submittals being returned to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

## **VII. 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 nonemployee 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.

C. By submitting a qualifications statement, the firm agrees that the company does not appear on the Comptroller General's list of ineligible contractors for, Federally Assisted Projects.

D. The County will not consider any qualifications statement received after the Dead line.

Respondents are solely responsible for timely delivery and those statements received after the deadline will be returned unopened.

E. Responses to this RFQ should not be elaborately designed. Firms should describe the company's qualifications only to the extent that these qualifications can translate into delivery to the full scope of services to the Escambia County.

F. The issuance of this RFQ, and receipt of qualifications statements by the County in no way commits the County to any Contractual Agreements for management of Environment Code Enforcement Services. The County will not be liable for any expenses incurred by a respondent in preparing a qualifications statement.

### **VIII. REQUEST FOR INFORMATION**

Questions regarding this document should be directed to:

**Lester L. Boyd**  
**Office of Purchasing**  
**Purchasing Specialist**  
**213 Palafox Place, 2<sup>nd</sup> Floor**  
**Pensacola, FL. 32502**  
**Phone: (850) 595-4944**  
**Fax: (850) 595-4805**  
**Email: [LLBOYD@myescambia.com](mailto:LLBOYD@myescambia.com)**

### **IX. ADDENDUM**

The response to this **RFQ** and all other accompanying documents or materials submitted by the respondents will be deemed to constitute part of the response. Changes to any Certificates, modifications to this solicitation document or the submission of alternative writing to the County, at least fourteen (14) calendar days prior to the deadline for the **RFQ**. The submitted proposal **must not contain erasures, changes, or corrections**. Any changes made to this **RFQ** will be made by **Addendum**, and will be sent to all respondents. Should any Addendum be issued, certification of receipt of such must be included in the response.

#### **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.)**

### **X. WITHDRAWAL OF QUALIFICATIONS STATEMENT**

Response to this RFQ may be withdrawn by written request received by the County at any time prior to the deadline for receipt of responses.

### **XI. LOBBYING**

No firm will lobby any County official, employee, staff or agent on any matter regarding this RFQ.





Board of County Commissioners  
Office of Purchasing  
**Title: Risk Management Guidelines  
(Agreements, Contracts & Leases)**  
Effective Date: 1/22/16 Supersedes Date: 3/23/01

Procedure No: PP-185

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I. Purpose

These suggested guidelines are designed to protect the County's interests and to minimize its potential liability as well as to assure better protection of the Other Party's interests. These guidelines represent a RISK MANAGEMENT viewpoint of desirable policy and wordings for only risk and insurance provisions in agreements, contracts and leases, and are not intended to represent legal opinion, which should be sought from legal counsel.

II. Scope

These guidelines are applicable to all agreements, contracts and leases.

Incorporation of these provisions shall be adhered to as closely as possible and as practical to the specific project. The comparative negotiating strength and leverage of the parties to each agreement, contract or lease and the legal and insurance climate will determine which specific terms are practical for individual agreements, contracts and leases.

Insurance guidelines include basic coverage requirements, which should apply in most situations, and several additional insurance requirements, one or more of which should be chosen for individual agreements, contracts or leases, on an as-needed basis.

III. Terms and Conditions

Agreements, contracts and leases shall contain risk management/insurance terms to protect the County's interests.

A. County Defined

The term County (wherever it may appear) is defined to mean the County itself, its Board, officers, employees, volunteers, representatives and agents.

B. Other Party Defined

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.



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III. Terms and Conditions (cont'd.)

C. Hold Harmless

The Other Party agrees to hold the County harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the County's sole negligence.

The County shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the County's sole negligence.

D. Payment on Behalf of County

The Other Party agrees to pay on behalf of the County, and to pay the cost of the County's legal defense, as may be selected by the County, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

E. Consideration for Hold Harmless/Payment on Behalf  
Applicable to Florida Construction Contracts

The Other Party agrees to accept, and acknowledges as adequate remuneration, the consideration of \$ \_\_\_\_\_ for agreeing to the Hold Harmless, Payment on Behalf of the County, Insurance and Certificates of Insurance provisions in this agreement or contract.

F. Loss Control/Safety

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.



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III. Terms and Conditions (cont'd.).

The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the County.

IV. Insurance

A. General Requirements and Conditions

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County.

These insurance requirements shall not limit the liability of the Other Party. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

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

Except for workers compensation, the Other Party waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Other Party'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 Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

If requested by the County, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.



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IV. Insurance (cont' d.)

For Commercial General Liability coverage the Other Party 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.

B. Certificates of Insurance

The Contractor shall procure and maintain required insurance coverages documented on Certificates of Insurance. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered.

Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the County at least 15 days prior to coverage renewals.

The County shall be named as certificate holder; and, except for workers compensation and professional liability, the Certificates of Insurance shall document the County as additional insured to the extent of the County's interests arising from the agreement, contract, or lease.

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 Other Party's obligation to fulfill the insurance requirements herein.

C. Basic Insurance Coverages Required

1. Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least \$100,000 each accident, \$100,000 each disease/employee, and \$500,000 per disease/policy limit. The Other Party shall also purchase any other coverages required by law or the benefit of employees.



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IV. Insurance (cont' d.)

2. General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office (ISO).

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.

a. General Liability Coverage

1. Commercial General Liability-Occurrence Form Required

If Commercial General Liability coverage is provided:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, and broad form property damage coverages.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Explosion, collapse or underground (x, c, u) exposures or any other standard form coverages shall not be excluded except with written permission from the County's Risk Manager.



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IV. Insurance (cont' d.)

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

b. Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

c. Excess or Umbrella Liability Coverage

If necessary to meet policy limit requirements, 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.

D. Additional Insurance

The following additional types of insurance may be determined relevant to the agreement, contract or lease by the County and will be required of the Other Party when so stipulated.



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IV. Insurance (cont' d.)

1. Property Coverage For Leases

The Other Party 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.

2. Commercial General Liability Coverage Project Aggregate

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$ \_\_\_\_\_ is required by the County for this agreement or contract.

3. Liquor Liability

In anticipation of alcohol being sold, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.



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IV. Insurance (cont' d.)

4. Owners Protective Liability Coverage

For renovation or construction contracts the Other Party shall provide for the County an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

5. Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

6. Installation Floater Coverage

Installation Floater insurance is to be purchased when Builders Risk insurance is inappropriate, or when Builders Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.





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IV. Insurance (cont' d.)

7. Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Other Party's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

8. Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

9. Fidelity/Dishonesty Coverage – for Employer

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

10. Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the County.

11. Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.



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IV. Insurance (cont' d.)

12. Garagekeepers Coverage (Legal Liability Form)

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

13. Garagekeepers Coverage (Direct-Excess Form)

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

14. Watercraft Liability Coverage

If the Other Party's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

15. United States Longshoremen and Harborworkers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

16. 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.



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IV. Insurance (cont' d.)

17. Aircraft Liability Coverage

Because the Other Party's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, nonowned and hired.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

18. Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

19. Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

E. Selection of Insurance Requirements

Although the County enters into a wide variety of agreements, contracts and leases each year, the majority of these are grouped into four general types for risk management purposes.



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IV. Insurance (cont' d.)

- Type 1: **Repair, Service or Supply**, such as equipment repair, janitorial services, electrical, plumbing, painting, roofing, etc. services, chemical supply, etc.
- Type 2: **Construction Projects**, such as building construction or renovation, roads, sewers, etc.
- Type 3: **Professional Services**, such as architects, engineers, or other consultants providing professional services.
- Type 4: **Property Leases**, such as buildings, office space, etc.

The following risk management matrix is intended to provide guidance for determination of the necessary type and amount of coverage for each agreement, contract or lease.

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	Scope of Coverage	Amount of Coverage	Type 1 Repair, Service, or Supply.	Type 2 Construction Projects.	Type 3 Professional Services.	Type 4 Property Leases.
1.	Hold Harmless Indemnification/ Pay on Behalf.		Yes	Yes	Yes	Yes
2.	Workers Compensation	W/C Statutory EL \$100,000 \$100,000 \$500,000	Yes	Yes	Yes	No
3.	General Liability	\$1,000,000	Yes	Yes	Yes	Yes
4.	Automobile Liability	\$1,000,000*	Yes	Yes	Yes	No
5.	Garage Liability	\$ 1,000,000	TBD	No	No	No
6.	Garagekeepers Liability (Legal Liability Form)	\$ 1,000,000	TBD	No	No	No
7.	Professional Liability	\$ 1,000,000	No	No	Yes	No
8.	Umbrella/Excess Liability	\$ as necessary to meet required limits	TBD	TBD	TBD	No
9.	a. Builder's Risk	Replacement Cost	TBD	TBD	No	No
	b. Installation Floater	Replacement Cost	TBD	TBD	No	No
10.	Owner's Protective Liability	\$1,000,000	TBD	TBD	TBD	No
11.	Property Insurance Rents Payments	Replacement Cost 6 Months	No	No	No	Yes
12.	Pollution/ Environmental Impairment Liability	\$ 1,000,000	TBD	TBD	No	TBD
13.	Watercraft Liability	\$1,000,000	TBD	TBD	TBD	TBD
14.	Aircraft Liability	\$ 1000,000	TBD	TBD	TBD	TBD
15.	County as Additional Insured		All but WC, Professional Liability	All but WC, Professional Liability	All but WC, Professional Liability	All but WC, Professional Liability
16.	Safety Requirements		Yes	Yes	Yes	Yes

\* \$1,000,000 is the preferred Business Auto policy limit. County Risk Management may authorize reduction of the policy limit to \$500,000.00 for vendors of projects/contracts below \$15,000 in value if circumstances warrant.



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V. Procedure

1. The Office of Purchasing shall assist the user department by interfacing with the County Risk Management Consultant in determining the Risk Management guidelines (verbiage and insurance coverages) to include in agreements, contracts and leases. Such Risk Management concerns are usually launched in the solicitation process.
2. The user department shall supply to the Office of Purchasing a brief narrative of the project scope, general work activities and any special/possible Risk Management concerns peculiar to the project.
3. The Office of Purchasing shall create an inquiry to the County Risk Management Consultant using the project narrative provided by the user department; and may include samples of Risk Management guidelines established from similar previous projects.

Included in such inquiries shall be the Risk Management verbiage and Insurance Sections from Special Terms and Conditions or Standard Forms of Contracts as they relate and a blank sample Certificate of Insurance. (Per form F0015, Certificate of Insurance.)

4. The County Risk Management Consultant shall review and advise the Office of Purchasing by marking up and modifying the insurance sections sent to determine what the final verbiage, insurance types and coverages should be for the project; and graphically display such coverages on sample Certificate(s) of Insurance. Risk Management shall return the entire section with or without changes to assure completeness of intention.
5. The Office of Purchasing will assure the inclusion of these project specific guidelines from the County Risk Management Consultant in the solicitation (and/or) in preparation for agreements, contracts and leases.
6. Post-award Compliance will be provided by the Office of Purchasing. The awardee will be notified of the award and the compliance requirements to manifest itself in Certificate(s) of Insurance. The Office of Purchasing will review per detailed Section VII, Procedures-Certificate(s) of Insurance Receipt/Review/Follow-Up of this procedure the provider furnished certificates along with the solicitation requirements for sign-off or feedback of deficiencies. Deficiencies are to be discussed with the contractor by the Office of Purchasing and the contractor shall take measures to have such deficiencies corrected; and, new Certificate(s) of Insurance will be sent to the Office of Purchasing who will provide final sign-off when fully compliant.



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## VI. Special Procedures

### 1. Fast Track (Emergency) processing by the Office of Purchasing.

Typically for small purchases, where service is needed on a Fast Track (Emergency) basis, the Office of Purchasing shall secure from the contractor certificate(s) of insurance on the coverages they currently carry.

Acceptable certificates shall show the County as certificate holder, additional insured, and a 30-day cancellation notice. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered.

Ideally, The County Risk Management Consultant should review and advise the Office of Purchasing the level of acceptability demonstrated by the certificates as applicable to the needs of the project. Deficiencies, if any, shall be discussed by the Office of Purchasing with the Contractor and revised certificates should be provided. Review of the revised certificates should be made by The County Risk Management Consultant until they are acceptable.

In cases where time will not permit the County Risk Management Consultant a review of the certificates provided, then the Purchasing Agent shall discuss with the Purchasing Manager the circumstances and their decision may provide for the County Risk Manager or the Office of Purchasing performing the review in keeping with section IV E. Selection of Insurance Requirements, including the Matrix as prepared by the County Risk Management Consultant. Corrective action on noted deficiencies shall be made by the Contractor until acceptable.

The Purchasing Agent shall, on a case-by-case basis, determine which of the above methods for review, revisions if necessary, and final acceptance of insurance certificates should occur.

### 2. Budgetary and Pre-Bid Leg-Work Provided by the Department.

The user department will need to assure compliance with these guidelines, when doing budgetary and pre-bid leg-work, to assist in more expedient processing of the user's project.

Section IV E. Selection of Insurance Requirements, including the Matrix and other details as outlined in this procedure, will provide user departments guidance in such cases.



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The user department shall provide this information to potential providers in order to assure provider responsibility for risk management and such costs associated with the project.

In cases of A leg-work@ the user department shall supply to the Office of Purchasing notation that typical guidelines of this procedural section have been given to the potential providers in preparation of this project assessment and/or budgetary estimates. The Office of Purchasing shall assure confirmation of these Risk Management guidelines as inclusive in any bids, proposals or offers by the potential providers during the A bidding@ and award phases of the solicitation and shall assure post-award compliance with the successful provider as outlined in V. Procedure or VI. Special Procedures 1. Fast Track, as applicable to the procurement.

3. Direct Purchase Program Administered by Management Contractors Hired by the Board of County Commissioners, (I.E. ATC Vancom).

The Management Contractor shall assure compliance with these guidelines to assure that the County' s exposure to risk is minimalized.

Section IV E. Selection of Insurance Requirements, including the Matrix and other details as outlined in this procedure, will provide the Management Contractor guidance in this matter.

The Management Contractor should advise the bidders of these requirements during the bidding phase and assure compliance from the successful bidder in the post-award phase of the sub-project.

Certificates provided by the sub-contractor should demonstrate the appropriate types and levels of insurance as outlined in Section IV E. as applicable to the type of service being performed.

Review of the certificates to determine compliance shall be in accordance with Section VII Procedures - Certificate(s) of Insurance Receipt/Review/Follow-Up.

The Management Contractor shall send along with the requisition for the purchase order, a copy of such insurance certificates which clearly demonstrate sub-contractor compliance with this procedure.





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The Office of Purchasing will provide assistance to the Management Contractor in satisfying the provisions of this procedure.

Additionally, the Office of Purchasing shall provide quality assurance on the certificates as provided to assure compliance with this procedure.

4. Declared Emergency Conditions (Hurricane Conditions, Etc.)

This procedure is for expediting emergency purchases when other standardized Risk Management procedures cannot be followed.

The County's Risk Management guidelines do not change for emergency situations, but the process can be expedited through the use of the Emergency Risk Management Insurance Affidavit. Vendors may complete and sign the affidavit in lieu of producing a Certificate of Insurance.

The County's minimum insurance requirements are found in PP-185 and are summarized on the Emergency Sample Certificate of Insurance, Form F0016.

During emergency situations, it may not be possible to obtain Certificates of Insurance for vendors and others prior to commencement of the work. The Emergency Risk Management Insurance Affidavit, Form F0055, can be completed and signed by the vendor in conjunction with the purchase order in lieu of a Certificate of Insurance. This affidavit states that the vendor is currently insured and that the vendor's insurers will be requested to provide Certificates of Insurance as soon as practical, but the contractor may commence work.

The County may also request a copy of a Certificate of Insurance that the vendor has provided to another organization as further evidence of insurance. However, the copy is not to be accepted in lieu of the Emergency Risk Management Insurance Affidavit.



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VII. Procedures – Certificate(s) of Insurance Receipt/Review/Follow-Up

1. Review the specific insurance requirements of the agreement, contract or lease for which the certificate has been issued.
2. Assure that the Certificate(s) of Insurance provide the coverage(s) required:
  - a. Confirm that the Insured in the certificate is the correct name of the other party to the agreement, contract or lease.
  - b. Review the Companies Affording Coverage and look up the A.M. Best Rating for each insurer, to assure that each meets the County's requirements (usually A or better and VIII or better). Handwrite the Best rating on the certificate next to the company name, initial and date.
  - c. Review each Type of Insurance to see that each required coverage is provided as required.
  - d. Review each Policy Effective Date and Policy Expiration Date to assure that coverage is being provided during the term of the agreement, contract or lease.
    - 1) Set up a suspense item for each Policy Expiration Date to follow up 30 days prior to expiration of *each policy* to assure that if the agreement, contract or lease is still in effect that the coverage will be renewed.
    - 2) Have a standard form letter ready to send to the other party to elicit a new Certificate at least 15 days prior to each Policy Expiration Date.
  - e. Review the Limits of coverage for each policy to assure that the amount(s) of coverage for each policy meets the County's requirements.
  - f. Review the section on Description of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions section to assure that:
    - 1) Escambia County is an additional insured on all liability policies, as required by the agreement, contract or lease.
    - 2) The Project Name or other description of the agreement, contract or lease is shown.

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- g. Confirm that the Certificate Holder is Escambia County, and that the appropriate Purchasing Agent or other responsible party is named.
- h. Assure that the Cancellation section provides for 30 days notice of cancellation.
- i. If the insurance certificate contains information that is not understood or within the purview of the Purchasing Agent to determine compliance, then the Purchasing Agent will seek review and written response from the County's Risk Management Consultant.

If the written response from the County's Risk Management Consultant requires interpretive analysis or if there is a question about a risk policy decision, such as accepting a lower AM best Rating Company, lower insurance coverage levels, or any other such challenge or discussions of deficiencies, then the Purchasing Agent shall, on a case by case exceptions basis, seek review and written guidance feedback from the Office of Risk Management's Risk Manager.

3. Document your findings:

- a. Approve the Certificate as meeting the County's requirements.
- b. List the items of non-compliance with the County's requirements.
  - 1) Write the other party to solicit compliance, or refer the follow up to whoever within the County is responsible for the agreement, contract or lease.
  - 2) Follow-up to assure that the other party is responsive to correction of the deficiency(ies). Utilize steps from 2.i. above, if applicable, to resolving risk questions or conformance to requirements.

EXHIBIT A



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## Purchasing Laws and Rules for Doing Business with the County

+A -A



### Insurance Requirements

- ▶ A. - Scope of Insurance
- ▶ B. - Workers Compensation Coverage
- ▶ C. - General, Automobile And Excess Or Umbrella Liability Coverage
- ▶ D. - General Liability Coverage: Occurrence Form Required
- ▶ E. - Business Auto Liability Coverage
- ▶ F. - Excess Or Umbrella Liability Coverage
- ▶ G. - Evidence/Certificates Of Insurance
- ▶ H. - Endorsements/Additional Insurance

EXHIBIT A

Page Links:

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Attachment	Size
 <a href="#">General Terms and Conditions</a>	61.63 KB
 <a href="#">Escambia County Purchasing Ordinance</a>	2.34 MB
 <a href="#">Code of Conduct Resolution</a>	243.72 KB
 <a href="#">Local Preference Ordinance</a>	328.17 KB
 <a href="#">Local Preference in Construction Bids</a>	51.5 KB
 <a href="#">Transmittal County Funds</a>	17.34 KB
 <a href="#">Transmittal Non-County Funds</a>	19.98 KB



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