



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor – Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS
Purchasing Manager

CERTIFICATION OF CONTRACT

TITLE: Air Filters Contract

CONTRACT NO.: PD 13-14.042

AWARD DATE: May 15, 2014

EFFECTIVE DATE: May 15, 2014

AWARD: That the Board approve the Agreements for Air Filters, PD 13-14.042, awarded to Lynn A. Berry, d/b/a/ Johnstone Supply, and Lott Enterprises, d/b/a Pure Air Filters for a term of three (3) years. Upon mutual agreement of the Parties, the Agreement may be renewed for two (2) additional one (1) year periods.

STATUS: (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)

CONTRACTOR(S): Lynn A. Berry, d/b/a/ Johnstone Supply, and Lott Enterprises, d/b/a Pure Air Filters

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator, Phone: (850) 595-4878; Fax: (850) 595-4805; e-mail: joe_pillitary@myescambia.com

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on **May 15, 2014**, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of **Commodities** as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than **90 days** prior to the expiration date of this contract.

ORDERING INSTRUCTIONS

LYNN A BERRY D/B/A JOHNSTONE SUPPLY

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 36-2715608

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 003418

VENDOR NAME: Johnstone Supply

STREET ADDRESS OR P.O. BOX: 3900 North "W" Street

CITY, STATE, ZIP CODE: Pensacola FL 32505

CONTACT PERSON: Brad Wilcox

PHONE # 85-436-2008x311 FAX#:850-435-2587

E-MAIL ADDRESS: brad.wilcox@johnstonesupply.com

HOME PAGE ADDRESS: www.johnstonesupply.com

EMERGENCY CONTACT PERSON: Brad Wilcox

PHONE#: 850-529-0524

DISASTER SERVICE CONTACT PERSON: Same as emergency

TERMS OF PAYMENT: NET 30 DAYS

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: Yes

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: Yes

ORDERING INSTRUCTIONS

LOTT ENTERPRISES, INC. D/B/A/ PURE AIR FILTER

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 64-0655737

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 007556

VENDOR NAME: Lott Enterprises, Inc., d/b/a/ Pure Air Filter

STREET ADDRESS OR P.O. BOX: 204 Eastman Street

CITY, STATE, ZIP CODE: Greenwood MS 38930

CONTACT PERSON: Magen Shaw

PHONE #: 662-453-0034 TOLL FREE#: 800-230-2524 FAX#:662-453-8199

E-MAIL ADDRESS:m.shaw@pureairco.com

HOME PAGE ADDRESS: www.pureairco.com

EMERGENCY CONTACT PERSON: Jason O'Brien

PHONE#:662-392-2599

DISASTER SERVICE CONTACT PERSON: Same as Emergency

TERMS OF PAYMENT: NET 30 DAYS

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: Yes

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: Yes

Johnstone Supply

BID FORM
Specification Number PD13-14.042
Air Filters Contract

Date: 04/21/14

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Air Filters Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Facilities Maintenance Pleated Air Filters for PM's				
Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
1	10 x 10 x 1	2	2.16	4.32
2	10 x 14 x 1	4	2.59	10.36
3	10 x 16 x 1	10	3.96	39.60
4	10 x 20 x 1	4	2.33	9.32
5	12 x 12 x 1	20	2.09	41.80
6	12 X 12 X 2	4	5.27	21.08
7	12 x 20 x 1	20	2.45	49.00
8	12 x 24 x 1	84	2.55	214.20
9	12 x 24 x 1 with charcoal	2	5.60	11.20
10	12 x 24 x 2	270	2.27	612.90
11	12 x 24 x 4	40	4.88	195.20
12	12 x 30 x 1	4	4.00	16.00
13	13.5 x 27.5 x 1	4	4.00	16.00
14	14 x 20 x 1	20	2.61	52.20
15	14 x 22 x 1	2	4.00	8.00
16	14 x 24 x 1	12	2.45	29.40
17	14 x 25 x 1	20	2.88	57.60
18	14 x 28 x 1	4	4.00	16.00
19	14 x 34 x 1	2	8.52	17.04
20	15 x 20 x 2	80	2.67	213.60
21	15 x 21 x 1	8	4.00	32.00
22	16 x 16 x 1	18	2.25	40.50
23	16 x 16 x 2	6	5.52	33.12
24	16 x 20 x 1	40	2.45	98.00
25	16 x 20 x 2	220	2.52	554.40
26	16 x 20 x 4	4	5.55	22.20

Item #	Size	Expected Yearly	Price	Extended
27	16 x 24 x 1	10	2.43	24.30
28	16 x 24 x 2	24	2.79	64.80
29	16 x 25 x 1	100	2.59	259.00
30	16 x 25 x 2	580	2.88	1,670.40
31	16 x 27.5 x 2	4	5.70	22.80
32	16 x 30 x 1	3	2.85	8.55
33	16 x 30 x 2	4	5.36	21.44
34	16 x 32 x 2	3	11.30	33.90
35	17 x 26 x 2	4	5.70	22.80

Facilities Maintenance Pleated Air Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
36	17 x 30 x 1	4	4.47	17.88
37	18 x 20 x 1	4	2.76	11.04
39	18 x 20 x 2	60	2.81	168.60
40	18 x 21 x 1	4	4.00	16.00
41	18 x 22 x 1	10	4.00	40.00
42	18 x 22 x 2	4	5.63	22.52
43	18 x 24 x 1	75	2.85	213.75
44	18 x 24 x 2	1	2.93	2.93
45	18 x 25 x 2	16	3.09	49.44
46	18 x 30 x 1	22	4.49	98.78
47	18 x 32 x 1	10	8.52	85.20
48	18 x 32 x 2	4	11.30	45.20
49	19 x 22 x 1	4	3.93	15.72
50	19 X 27 X 1	4	4.49	17.96
51	20 x 20 x 1	400	2.73	1,092.00
52	20 x 20 x 2	350	2.91	1,018.50
53	20 x 20 x 4	14	6.11	85.54
54	20 x 21 x 1	24	4.00	96.00
55	20 x 21 x 2	16	5.70	91.20
56	20 x 21.5 x 1	4	4.36	17.44
57	20 x 22 x 1	60	4.36	261.60
58	20 x 22 x 2	60	5.69	341.40
59	20 x 23 x 1	10	4.36	43.60
60	20 x 23.5 x 1	4	4.36	17.44
61	20 x 24 x 1	40	2.88	115.20
62	20 x 24 x 2	230	3.08	708.40
63	20 x 24 x 4	125	6.21	776.25

Item #	Size	Expected Yearly	Price	Extended
64	20 x 25 x 1	145	3.00	435.00
65	20 x 25 x 2 MERV 13	4	10.88	43.52
66	20 x 25 x 2	250	3.32	830.00
67	20 x 25 x 4	4	6.41	25.64
68	20 x 30 x 1	28	2.99	83.72
69	20 x 30 x 2	4	4.31	17.24
70	20.5 x 21.5 x 1	4	4.36	17.44
Facilities Maintenance Pleated Air Filters for PM's				
Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
71	21 x 22 x 1	40	4.36	174.40
72	21.5 x 36.5 x 2	10	12.95	129.50
73	22 x 22 x 1	10	4.36	43.60
74	24 x 24 x 1	84	3.23	271.32
75	24 x 24 x 2	390	3.33	1,298.70
76	24 x 24 x 4	52	6.72	349.44
77	24 x 30 x 1	4	3.41	13.64
78	24 x 30 x 2	4	12.95	51.80
79	25 x 25 x 1	4	3.64	14.56
80	25 x 29 x 4	4	7.63	30.52
81	28.5 x 29.5 x 4	30	16.16	484.80
82	30 x 36 x 1	4	9.28	37.12
83	30 x 36 x 2	12	12.28	147.36
84	Cut to fit foam	4	-	-
85	Cut to fit hog hair	4		
TOTAL PLEATED FILTERS		4,287		14,511.94
Facilities Maintenance Metal Rigid Box Filters for PM's				
Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
86	12 x 24 x 12	24	44.51	1,068.24
87	20 x 20 x 12	5	48.64	243.20
88	20 x 24 x 12	49	54.60	2,675.40
89	24 x 24 x 12	83	58.72	4,873.76

TOTAL METAL RIGID BOX FILTERS	161		8,860.60
TOTAL PLEATED FILTERS	4287		14,511.94
TOTAL METAL RIGID BOX FILTERS	161		8,860.60
GRAND TOTAL	4,448		23,372.54

CONTRACTOR REQUIREMENTS

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

Addendum No. 1 Date 04/21 Addendum No. _____ Date _____
 Addendum No. 2 Date 04/21 Addendum No. _____ Date _____

**(PLEASE TYPE INFORMATION BELOW)
 SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: _____

Terms of Payment
 (Check one) Net 30 Days 2% 10th Prox. _____

Will your company accept Escambia County Purchasing Cards? Yes No _____

Will your company accept Escambia County Direct Payment Vouchers? Yes No _____

County Permits/Fees required for this project:

Permit	Cost
_____	_____
_____	_____
_____	_____

Bidder: JOHNSTONE Supply

By: BRAD WILCOX

Signature: Bradley C. Wilcox

Title: VP, COO

Address: 3900 N "W" ST
 PEN, FL. 32505

Person to contact concerning this bid:

BRAD WILCOX
 Phone/Toll Free/Fax # 850-436-2000 x311
850-435-2587

E-Mail Address: BRAD.WILCOX@JOHNSTONE-SUPPLY.COM

Home Page Address: WWW.JOHNSTONESUPPLY.COM

Person to contact for emergency service:

BRAD WILCOX
 Phone/Cell/Pager #: 850-529-0524

Person to contact for disaster service:

BRAD WILCOX
 Home Address: 313 PALMER RD
 PEN. BEACH, FL. 32561
 Home Phone/Cell/Pager # 850-529-0524

Pure Air

BID FORM
Specification Number PD13-14.042
Air Filters Contract

Date: 4/15/14

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Air Filters Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Facilities Maintenance Pleated Air Filters for PM's				
Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
1	10 x 10 x 1	2	2.11	4.22
2	10 x 14 x 1	4	3.82	15.28
3	10 x 16 x 1	10	2.30	23.00
4	10 x 20 x 1	4	2.11	8.44
5	12 x 12 x 1	20	2.17	43.40
6	12 X 12 X 2	4	2.30	9.20
7	12 x 20 x 1	20	2.27	45.40
8	12 x 24 x 1	84	1.98	166.32
9	12 x 24 x 1 with charcoal	2	4.15	8.30
10	12 x 24 x 2	270	2.27	612.90
11	12 x 24 x 4	40	3.54	141.60
12	12 x 30 x 1	4	3.68	14.72
13	13.5 x 27.5 x 1	4	4.75	19.00
14	14 x 20 x 1	20	2.36	47.20
15	14 x 22 x 1	2	4.75	9.50
16	14 x 24 x 1	12	2.88	34.56
17	14 x 25 x 1	20	2.51	50.20
18	14 x 28 x 1	4	4.75	19.00
19	14 x 34 x 1	2	8.27	16.54
20	15 x 20 x 2	80	2.62	209.60
21	15 x 21 x 1	8	4.75	38.00
22	16 x 16 x 1	18	2.56	46.08
23	16 x 16 x 2	6	5.11	30.66
24	16 x 20 x 1	40	2.03	81.20
25	16 x 20 x 2	220	2.16	475.20
26	16 x 20 x 4	4	3.72	14.88

Item #	Size	Expected Yearly	Price	Extended
27	16 x 24 x 1	10	3.37	33.70
28	16 x 24 x 2	24	2.98	71.52
29	16 x 25 x 1	100	2.20	220.00
30	16 x 25 x 2	580	2.40	1420.80
31	16 x 27.5 x 2	4	6.54	26.16
32	16 x 30 x 1	3	4.84	14.52
33	16 x 30 x 2	4	6.54	26.16
34	16 x 32 x 2	3	10.25	30.75
35	17 x 26 x 2	4	6.34	26.16

Facilities Maintenance Pleated Air Filters for PM's

Item #	Size	Expected Yearly	Price	Extended
		Usage	Per Item	Total
36	17 x 30 x 1	4	5.45	22.00
37	18 x 20 x 1	4	2.34	9.36
39	18 x 20 x 2	60	4.57	274.20
40	18 x 21 x 1	4	4.75	19.00
41	18 x 22 x 1	10	4.57	45.70
42	18 x 22 x 2	4	6.13	24.52
43	18 x 24 x 1	75	2.39	179.25
44	18 x 24 x 2	1	3.00	3.00
45	18 x 25 x 2	16	4.38	70.08
46	18 x 30 x 1	22	5.04	110.88
47	18 x 32 x 1	10	8.27	82.70
48	18 x 32 x 2	4	10.25	41.00
49	19 x 22 x 1	4	5.27	21.08
50	19 X 27 X 1	4	5.45	22.00
51	20 x 20 x 1	400	2.27	908.00
52	20 x 20 x 2	350	2.47	864.50
53	20 x 20 x 4	14	4.24	59.36
54	20 x 21 x 1	24	5.27	126.48
55	20 x 21 x 2	16	6.54	104.64
56	20 x 21.5 x 1	4	6.54	26.16
57	20 x 22 x 1	60	4.32	259.20
58	20 x 22 x 2	60	6.54	392.40
59	20 x 23 x 1	10	5.27	52.70
60	20 x 23.5 x 1	4	5.27	21.08
61	20 x 24 x 1	40	2.51	100.40
62	20 x 24 x 2	230	3.05	701.50
63	20 x 24 x 4	125	4.90	612.50

Item #	Size	Expected Yearly	Price	Extended
64	20 x 25 x 1	145	2.410	350.70
65	20 x 25 x 2 MERV 13	4	7.510	30.24
66	20 x 25 x 2	250	2.83	707.50
67	20 x 25 x 4	4	4.80	19.20
68	20 x 30 x 1	28	3.20	89.60
69	20 x 30 x 2	4	4.04	16.24
70	20.5 x 21.5 x 1	4	5.27	21.08

Facilities Maintenance Pleated Air Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
71	21 x 22 x 1	40	5.27	210.80
72	21.5 x 36.5 x 2	10	12.25	122.50
73	22 x 22 x 1	10	3.16	31.60
74	24 x 24 x 1	84	2.68	225.12
75	24 x 24 x 2	390	3.20	1248.00
76	24 x 24 x 4	52	5.36	278.72
77	24 x 30 x 1	4	4.55	18.20
78	24 x 30 x 2	4	5.34	21.36
79	25 x 25 x 1	4	3.34	13.36
80	25 x 29 x 4	4	7.27	29.08
81	28.5 x 29.5 x 4	30	23.10	693.00
82	30 x 36 x 1	4	11.30	45.20
83	30 x 36 x 2	12	14.28	171.36
84	Cut to fit foam	4		
85	Cut to fit hog hair	1		
TOTAL PLEATED FILTERS		4,287		13,574.92

Facilities Maintenance Metal Rigid Box Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
86	12 x 24 x 12	24	30.29	726.96
87	20 x 20 x 12	5	37.55	187.75
88	20 x 24 x 12	49	39.08	1914.92
89	24 x 24 x 12	83	41.80	3469.40

TOTAL METAL RIGID BOX FILTERS	161		6299.03
TOTAL PLEATED FILTERS	4287		
TOTAL METAL RIGID BOX FILTERS	161		
GRAND TOTAL	4,448		19,873.95

CONTRACTOR REQUIREMENTS

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

Addendum No. 1 Date 4/8/14 Addendum No. _____ Date _____
 Addendum No. 2 Date 4/8/14 Addendum No. _____ Date _____

**(PLEASE TYPE INFORMATION BELOW)
 SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. 78-8012109994-4

Type of Contractor's License, Certification and/or Registration CAC 1814785

Expiration Date: 8/31/14

Terms of Payment (Check one) Net 30 Days 2% 10th Prox _____

Will your company accept Escambia County Purchasing Cards? Yes No _____

Will your company accept Escambia County Direct Payment Vouchers? Yes No _____

County Permits/Fees required for this project:

Permit	Cost
_____	_____
_____	_____
_____	_____

Bidder: Pure Air
 By: Magen Shaw
 Signature: [Signature]
 Title: Administrative Assistant to V.P.
 Address: 204 Eastman St
Greenwood, MS 38930
 Person to contact concerning this bid:
Magen Shaw
 Phone/Fill Free/Fax # 662-453-0034
800-230-2524, 662-453-8199
 E-Mail Address: m.shaw@pureairco.com
 Home Page Address: www.pureairco.com

Person to contact for emergency service:
Jason O'Brien
 Phone/Cell/Pager #: 662-392-2599

Person to contact for disaster service:
Jason O'Brien
 Home Address: _____
 Home Phone/Cell/Pager #: 662-392-2599

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

<http://www.myscambia.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

April 8, 2014

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Air Filters Contract – PD 13-14.042

Gentlemen:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

Corrections to Item 10 – Contract Term/Renewal/Termination- Pages 19 & 20

Corrections to Item 11 – Contract Term/Renewal – Page 20

Correction to Item 12 – Option to Extend the Term of the Contract - Page 20

Please remove above referenced pages from original solicitation package & replace with corrected accompanying pages.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in blue ink that reads "Joe F. Pillitary, Jr." with a stylized flourish at the end.

Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/abh

3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Payment**

Partial billing will be accepted only for items received within the specified delivery period. Payment for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Escambia County. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

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

8. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

9. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and (Revised 12/21/01) the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Contract Information
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.

10. **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 **thirty-six (36) months**. The contract may be renewed

for additional twelve (12) months periods, up to a maximum **twenty-four (24)** months upon mutual agreement of both parties. 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.

11. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of **thirty-six (36)** months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for **twenty-four (24)** months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

12. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed **5.5** years.

13. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

14. **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.

15. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

<http://www.myescambia.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

April 8, 2014

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Air Filters Contract – PD 13-14.042

Gentlemen:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

Page 6 of the Bid Form - Deletions of Items 84 Cut to fit Foam & 85 – Cut to fit Hog Hair

Please remove above referenced page from original solicitation package & replace with corrected accompanying page.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in blue ink that reads "Joe F. Pillitary Jr." The signature is written in a cursive style.

Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/abh

Item #	Size	Expected Yearly	Price	Extended
64	20 x 25 x 1	145		
65	20 x 25 x 2 MERV 13	4		
66	20 x 25 x 2	250		
67	20 x 25 x 4	4		
68	20 x 30 x 1	28		
69	20 x 30 x 2	4		
70	20.5 x 21.5 x 1	4		

Facilities Maintenance Pleated Air Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
71	21 x 22 x 1	40		
72	21.5 x 36.5 x 2	10		
73	22 x 22 x 1	10		
74	24 x 24 x 1	84		
75	24 x 24 x 2	390		
76	24 x 24 x 4	52		
77	24 x 30 x 1	4		
78	24 x 30 x 2	4		
79	25 x 25 x 1	4		
80	25 x 29 x 4	4		
81	28.5 x 29.5 x 4	30		
82	30 x 36 x 1	4		
83	30 x 36 x 2	12		
84	Cut to fit foam	4	-	-
85	Cut to fit hog hair	4		
TOTAL PLEATED FILTERS		4,287		

Facilities Maintenance Metal Rigid Box Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
86	12 x 24 x 12	24		
87	20 x 20 x 12	5		
88	20 x 24 x 12	49		
89	24 x 24 x 12	83		

**ESCAMBA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
AIR FILTERS CONTRACT
SPECIFICATION PD 13-14.042**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE

- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

AIR FILTERS CONTRACT

SPECIFICATION NUMBER PD 13-14.042

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 24, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV**

**From:
Claudia Simmons
Purchasing Manager**

**Procurement Assistance:
Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805**

**Technical Assistance:
Melanie S. Allison
Accounting Technician
Facilities Management
100 E. Blount Street
Pensacola, FL 32501
Tel: (850) 595-3190
Fax: (850) 595-3192**

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

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

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**AIR FILTERS CONTRACT
PD 13-14.042**

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**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

JOE PILLITARY, JR., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4878 Fax No: (850) 595-4805

Invitation to Bid

Air Filters Contract

SOLICITATION NUMBER: PD 13-14.042

SOLICITATION

MAILING DATE: Monday, March 31, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Thursday, April 24, 2014 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: _____

TERMS OF PAYMENT: _____

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

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** 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.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Witness

Date

Effective Date

BID FORM
Specification Number PD13-14.042
Air Filters Contract

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Air Filters Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Facilities Maintenance Pleated Air Filters for PM's				
Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
1	10 x 10 x 1	2		
2	10 x 14 x 1	4		
3	10 x 16 x 1	10		
4	10 x 20 x 1	4		
5	12 x 12 x 1	20		
6	12 X 12 X 2	4		
7	12 x 20 x 1	20		
8	12 x 24 x 1	84		
9	12 x 24 x 1 with charcoal	2		
10	12 x 24 x 2	270		
11	12 x 24 x 4	40		
12	12 x 30 x 1	4		
13	13.5 x 27.5 x 1	4		
14	14 x 20 x 1	20		
15	14 x 22 x 1	2		
16	14 x 24 x 1	12		
17	14 x 25 x 1	20		
18	14 x 28 x 1	4		
19	14 x 34 x 1	2		
20	15 x 20 x 2	80		
21	15 x 21 x 1	8		
22	16 x 16 x 1	18		
23	16 x 16 x 2	6		
24	16 x 20 x 1	40		
25	16 x 20 x 2	220		
26	16 x 20 x 4	4		

Item #	Size	Expected Yearly	Price	Extended
27	16 x 24 x 1	10		
28	16 x 24 x 2	24		
29	16 x 25 x 1	100		
30	16 x 25 x 2	580		
31	16 x 27.5 x 2	4		
32	16 x 30 x 1	3		
33	16 x 30 x 2	4		
34	16 x 32 x 2	3		
35	17 x 26 x 2	4		

Facilities Maintenance Pleated Air Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
36	17 x 30 x 1	4		
37	18 x 20 x 1	4		
39	18 x 20 x 2	60		
40	18 x 21 x 1	4		
41	18 x 22 x 1	10		
42	18 x 22 x 2	4		
43	18 x 24 x 1	75		
44	18 x 24 x 2	1		
45	18 x 25 x 2	16		
46	18 x 30 x 1	22		
47	18 x 32 x 1	10		
48	18 x 32 x 2	4		
49	19 x 22 x 1	4		
50	19 X 27 X 1	4		
51	20 x 20 x 1	400		
52	20 x 20 x 2	350		
53	20 x 20 x 4	14		
54	20 x 21 x 1	24		
55	20 x 21 x 2	16		
56	20 x 21.5 x 1	4		
57	20 x 22 x 1	60		
58	20 x 22 x 2	60		
59	20 x 23 x 1	10		
60	20 x 23.5 x 1	4		
61	20 x 24 x 1	40		
62	20 x 24 x 2	230		
63	20 x 24 x 4	125		

Item #	Size	Expected Yearly	Price	Extended
64	20 x 25 x 1	145		
65	20 x 25 x 2 MERV 13	4		
66	20 x 25 x 2	250		
67	20 x 25 x 4	4		
68	20 x 30 x 1	28		
69	20 x 30 x 2	4		
70	20.5 x 21.5 x 1	4		

Facilities Maintenance Pleated Air Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
71	21 x 22 x 1	40		
72	21.5 x 36.5 x 2	10		
73	22 x 22 x 1	10		
74	24 x 24 x 1	84		
75	24 x 24 x 2	390		
76	24 x 24 x 4	52		
77	24 x 30 x 1	4		
78	24 x 30 x 2	4		
79	25 x 25 x 1	4		
80	25 x 29 x 4	4		
81	28.5 x 29.5 x 4	30		
82	30 x 36 x 1	4		
83	30 x 36 x 2	12		
84	Cut to fit foam	4		
85	Cut to fit hog hair	1		
TOTAL PLEATED FILTERS		4,287		

Facilities Maintenance Metal Rigid Box Filters for PM's

Item #	Size	Expected Yearly Usage	Price Per Item	Extended Total
86	12 x 24 x 12	24		
87	20 x 20 x 12	5		
88	20 x 24 x 12	49		
89	24 x 24 x 12	83		

TOTAL METAL RIGID BOX FILTERS	161		
TOTAL PLEATED FILTERS	4287		
TOTAL METAL RIGID BOX FILTERS	161		
GRAND TOTAL	4,448		

CONTRACTOR REQUIREMENTS

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 _____

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or
 Registration No. _____

Type of Contractor's License, Certification and/or
 Registration _____

Expiration Date: _____

Terms of Payment
 (Check one) Net 30 Days ___ 2% 10th Prox ___

Will your company accept Escambia County Purchasing
 Cards? Yes ___ No ___.

Will your company accept Escambia County Direct
 Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

Bid Form Continued..
PD 13-14.042
Air Filters Contract

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

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>
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**

ESCAMBA 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 Conveances**
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://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **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 13-14.042, "Air Filters Contract", 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 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.

Facilities Management's HVAC Air Filters Scope of Service

Background:

The objective of this contract is to ensure all sizes and types of HVAC Air Filters are available within 3 days from placing an order for pleated filters, and within 10 days from ordering metal rigid box filters.

The expected usage amounts shown are based upon filters being changed a minimum of four times in an 18 month period, except for the metal rigid box filters, which are changed once every 18 months.

The County may also purchase additional items from the vendor in order to expedite the maintenance and repair of equipment.

Scope of Service:

The vendor will normally deliver all pleated filters (excluding the metal rigid box filter type) within 3 business days of placing the order to Facilities Management, 100 East Blount Street, Pensacola, FL, 32501. Deliveries are accepted Monday thru Friday from 0730 - 1500.

The County shall have the option (at no additional cost) to have the vendor deliver large quantity orders to other County owned buildings, such as the M. C. Blanchard Judicial Center, Jail, Central Booking and Detention, etc.

If the need arises, the County may add or delete filters to this contract. When additional quantities or sizes of filters are added, the vendor will offer the same discount to these new items.

The current air filter specifications are listed. If an alternative filter is offered, it must be of similar or better quality. Additionally, a filter sample, performance literature, and specifications for the filter must be presented for evaluation and final approval before being substituted.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00.

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 questions may be directed to Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator, Phone: (850) 595-4878; Fax: (850) 595-4805; e-mail: joe_pillitary@mvescambia.com. Technical questions may be directed to Melanie S. Allison, Accounting Technician, Phone: (850) 595-3190; Fax: (850) 595-3192.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid/Proposal (Select One) Form which shall be submitted in a sealed envelope, in duplicate 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. The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Pavment**

Partial billing will be accepted only for items received within the specified delivery period. Payment for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Escambia County. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

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

8. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

9. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and (Revised 12/21/01) the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Contract Information

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.

10. **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) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. 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.

11. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

12. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

13. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

14. **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.

15. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the

vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

16. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

17. **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.

18. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. 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.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid/proposal form. The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **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.

21. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Purchase Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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

22. **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.

23. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

24. **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.)

25. **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.

26. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

27. **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.

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 the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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 the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages 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 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.

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.

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 coverages. 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) 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
Attention: Joe F. Pillitary, Jr., CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
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.

29. **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.

30. **Bonding/Financial Capacity(shall)**

The County (shall/may) require the offeror to:

Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the offeror's bonding capacity and bonding rate.

Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating or other evidence of financial stability.

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
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Project Number PD# 13-14.042
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32591-1591
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.

31. Written questions no later than 5:00 pm CDT, Wednesday, April 16, 2014.

AIR FILTER SPECIFICATIONS

Pleated Filters: MERV- 8:

1. The EQP standard capacity filters will have a 25% to 30% Average Dust Spot Efficiency rating.
2. The EQP standard capacity filters will have the following number of pleats:
 - 1" EQP's will have 14 pleats per linear foot.
 - 2" EQP's will have 10 pleats per linear foot.
 - 4" EQP's will have 8 pleats per linear foot.

Pleated Filters: MERV- 13:

1. GQP (Green Quality Pleats) filters will have an 80% to 95% Average Dust Spot Efficiency rating.
2. GQP filters will have the following:
 - 1" EQP's will have 18 pleats per linear foot.
 - 2" EQP's will have 15 pleats per linear foot.
 - 4" EQP's will have 11 pleats per linear foot.

Metal Rigid Box Filters: MERV - 14

1. Type SH (Single Header) metal box filters will have a 80% to 95% Average Dust Spot Efficiency rating.
2. Type SH Filters will have the following:
 - A. 13/16" flanged header on the air entering side, which allows the filter to be easily inserted and latched into front on side access systems.
 - B. Crimped rear flanges (SH) rolled over and riveted to add strength, eliminate sharp edges and prevent bypass leakage.
 - C. 12" deep filters are to be rated at 500 FPM filter face velocity.