ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TITLE OF PROJECT
SPECIFICATION PD XX-XX.XXX

- 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 (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- 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 RATING
- ATTACH CURRENT DUN & BRADSTREET FINANCIAL REPORT INCLUSIVE OF DUN & BRADSTREET RATING OR OTHER EVIDENCE OF FINANCIAL STABILITY
- 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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- CERTIFICATION AND ACKNOWLEDGEMENT LETTER FOR THE RETURN OF CDs AND COPIES OF BUILDING PLANS EXEMPT FROM PUBLIC RECORDS LAW
- 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
PAYMENT AND PERFORMANCE BONDS

- 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

(NAME OF PROJECT)

SPECIFICATION NUMBER PD XX-XX.XXX
BIDS WILL BE RECEIVED UNTIL: (Time) a.m./p.m., CST/CDT, (Day), (Date)
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

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

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Agent Name
Title
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Name of Representative
Title
Department
Address of Department
Pensacola, FL 325XX
Tel: (850) XXX-XXXX
Fax: (850) XXX-XXXX

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.

(Revised 3/1/06)

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.

PROJECT NAME
PD XX-XX.XXX

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

	Page
Solicitation, Offer and Award Form *	3
Bid Form *	4
Public Records Exemption of Building Plans **	6
Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes **	7
Drug Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporation Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	14
Scope of Work / Standard Form Contract (Incorporated by Reference and revised as indicated within the solicitation)	XX
Index of Documents (Incorporated by Reference and revised as indicated within the solicitation)	XX

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Purchasing Manager
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)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Invitation to Bid
Request for Proposal
Request for Qualification
Request for Letters of Interest
Request for Quotation
{INSERT SOLICITATION TITLE}
SOLICITATION NUMBER: PD

{NOTE: ***Select one from above, bold it and delete remainder*****}**

SOLICITATION

MAILING DATE:
PRE-BID CONFERENCE:
OFFERS WILL BE RECEIVED UNTIL: 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 RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (_____)_____

REASON FOR NO OFFER:
_____

BID BOND ATTACHED $_____

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

_____
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

Name and Title of Signer (Type or Print)
_____

Name of Contractor
_____

By_____
Signature of Person Authorized to Sign Date

ATTEST:_____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST:_____
Witness Date

ATTEST:_____
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)
_____

By_____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

Effective Date_____

H:\PR\MAST_DOC\UniformContractVolI\SolOfferAwardPurA.doc Revised (7/18/06)

BID FORM (SAMPLE GUIDELINE)

Specification Number PD
(Name of Project)

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

Date:_____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **(Name of Project)** 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:

QUANTITY	DESCRIPTION	UNIT PRICE

(TO BE FILLED IN)

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:

Permit	Cost

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..

(SAMPLE GUIDELINE)

PD_____
(Project Name)

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of _____ (%) of bid.
(FIVE OR TEN PERCENT)

The work shall be substantially completed within _____(_) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **_____( ) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $___ each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

NOTE:
FOR INFORMATION ONLY:
In the Agreement section of the Standard Construction Document, please fill in the above appropriate calendar days and the dollar amount.

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

Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, Florida 32502

Dear Sir:

We hereby acknowledge and certify that our company has returned with our bid the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information whether originals or duplicated shall be returned in their entirety to Escambia County.

Name of Firm: By:_____

_____ It's:_____

Date:_____

Name of Project:

_____

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 an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(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.

(Please Circle One)

Is this a Florida Corporation Yes or No

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

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document 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)

Corporate Identification

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:_____

(Revised 12/21/01)

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**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://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 ___. _, "(Project Name)", 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.

(Revised 2/19/10)

Insert SCOPE OF WORK SUMMARY here; and License, Certification, and/or Registration Requirements (as applicable).

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

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.

***Note: This clause may be optional, and the amount may be reduced to 5% or an amount specified (i.e. $200.00) depending on the procurement.**

3. **Bonds**

3.01 **Performance and Payment Bonds**
The County **(may/shall)** require the successful offeror(s) to furnish **(separate performance and payment bonds/a performance bond)**, under pledge of adequate surety and covering up to **(100% of the dollar value of award/$_____)** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

3.02 **Fidelity Bond**

The County shall require the Contractor to furnish a fidelity bond to guarantee reimbursement to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida by the successful offeror(s) before the Contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

***Note: Remember either to change the may to shall in paragraph 3 or have an additive alternate in the bid/proposal form for the cost of these bonds.**

***Note: Performance and payment bonds are a statutory requirement for public buildings construction, $200,000.00 or greater, and therefore shall be included in base offer. <u>Do not use deductive or additive alternates.</u>**

***Note: Remember to add performance and payment bond forms in solicitation packages not using the standard contract documents.**

***Note: For service contracts, performance and payment bonds/performance bonds and/or fidelity bonds should be considered on a case by case basis.**

***Note: Contracts awarded on an as needed basis (i.e. Term Contracts) that do not have a fixed dollar value of the award often call for bonding in a dollar amount. The amount depends on the estimated contract value, the importance of the service and whether service disruption would result in a crisis.**

4. **<u>Procurement Questions</u>**

Procurement questions may be directed to _(Name)_, _(Title)_, _(Telephone)_, _(Fax)_.
Technical questions may be directed to _(Name)_, _(Telephone)_, _(Fax)_.

5. **<u>Bid/Proposal Forms</u> (Select One)**

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.

***Note: This clause is optional since there are cases when a bid/proposal form would not be necessary.**

(Revised 6/04)

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

6. **<u>Pre-Solicitation Conference</u>**

A (Mandatory) Pre-Solicitation Conference will be held at the (Building and address) in Conference Room #___ on (Day), (Month) (Date), (Year) at (Time) a.m./p.m. CST/CDT.

****Note Insert for Mandatory Pre-Solicitation, <u>All offerors must be present</u>. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

7. **<u>Pre-Solicitation Conference and Walkthrough</u>**

All interested parties are invited to attend a > pre-solicitation conference on > commencing at >. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

8. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from >, phone >. Failure to visually inspect the facilities may be cause for disqualification of your offer.

9. **F.O.B. Point**

9.01 The F.O.B. shall be > . Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

9.02 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.

9.03 The F.O.B. point shall be the awarded vendor's plant or business. Items shall be picked up by county employees.

9.04 The F.O.B. point shall be **installed** at the location(s) specified herein.

10. **Delivery**

10.01 Delivery is requested within > calendar days after receipt of purchase order or release order.

10.02 Delivery shall be completed within > calendar days after receipt of camera-ready copy by printer.

10.03 Delivery time is of the essence in the award of this Solicitation. Delivery shall be no later than> calendar days from receipt of purchase order. Offers submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall be result in default and immediate termination of the purchase order or contract.
It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

10.04 Delivery time is of the essence in the award of this Solicitation. Delivery shall be no later than > calendar days from receipt of purchase order.

Offers submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall result in default and immediate termination of the purchase order or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

If said vendor shall neglect, fail or refuse to furnish and deliver the equipment within the time herein specified, then said vendor does hereby agree, as part of consideration for the awarding of this contract to pay Escambia County the sum extended by the County to contract for rental commodities or equipment approved by the Office of Purchasing for the period from the required scheduled commencement date until delivery of the commodities or equipment covered in the Solicitation is completed.

The vendor shall, within seven (7) calendar days from the beginning of such delay, notify the Purchasing Chief, Office of Purchasing in writing of the cause(s) of the delay.

If the vendor shall be delayed in the delivery of the commodities or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of god or neglect of any other contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Office of Purchasing.

10.05 Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

11. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of $> for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

12. **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 complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

13. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

14. **Codes and Regulations**

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

15. **Payment**

15.01 Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. 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 South Palafox Place
Pensacola, FL 32502

15.02 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

15.03 Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting

documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

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

16. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

17. **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.

18. **Equivalents/Samples**

18.01 Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

18.02 Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by vendor name and solicitation number.**
Non-consumable samples may be returned at vendor's expense upon request after award.

19. **Samples/Demonstrations**

Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the County. **All samples shall be identified by vendor name and solicitation number.**

20. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an

authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

21. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

22. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of > from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

23. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of origin
2. Warranty certifications
3. Copy of pre-delivery service report
4. DHSMV-82040, Application for certificate of title/registration.
5. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: ESCAMBIA COUNTY, FLORIDA.
6. Temporary tag
7. Sales tax exemption form (if required).

8. Forward all title work to:
   Escambia County Road Dept.
   ATTN: Terry Gray
   601 Hwy 297-A
   Cantonment, Florida 32533
9. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

24. **Required Reports**

The awarded vendor shall supply a monthly report to the Office of Purchasing as to the quantities of each item delivered under this contract.

25. **Measurements**

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by offerors during inspection. Failure to do so will be at offeror's risk. Any request for unit price on the bid/proposal form is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

26. **Drawings**

26.01 **New Public Records Exemptions of Building Plans Florida Statutes Chapter 119.07 www.leg.state.fl.us/statutes (To View Full Text of this Chapter)**

Florida Statutes Chapter 119.07 has been amended as it relates to the inspection, examination and duplication of certain documents pertaining to County building construction.

Section 119.07(3)(ee) provides the following:

Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. 1 of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer or contractor performing work on or related to the building, arena, stadium, water treatment facility or other structure owned or operated by an agency. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is

subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 2, 2007, unless reviewed and reenacted by the Legislature.

Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

26.02 Drawings will be made available for viewing upon request of the offeror. Please contact >, telephone no. >, to view these drawings.

26.03 Drawing(s) >, dated > are included in this Solicitation.

27. **Packaging/Shipping Labels**

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

28. **Verification of Numbers**

Awarded vendor shall certify number of > printed and delivered to Escambia County, plus verification that there are no missing or duplicate numbers, if applicable.

29. **Return of Art Work**

All art work shall become the property of the County. Invoices will not be processed for payment until art work is returned. Return of art work is a condition of contract. All art work shall be handled carefully and returned in good condition.

30. **Palletize**

Shipment(s) shall be palletized. Pallets are available for exchange at the time of delivery, if requested prior to delivery by vendor.

31. **Debris**

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

32. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded

offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

33. **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.

34. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

35. **Utilization of MBE/WBE/DBE Firms**

All offerors should consider utilization of minority subcontractors as a part of the overall project. The project goal for minority and small business participation is ten (10%) percent. Offerors shall list the name and address of any minority or women owned businesses to be used on this project.

36. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

37. **Federal Compliance Certifications**

To be considered, each offer must include an executed:
- Certification of offeror regarding Equal Employment Opportunity.
- Certification regarding Section 3 and Segregated Facilities
- Section 3 utilization plan
- Certification concerning Handicapped Accessibility
- Company Affirmative Action Plan
- Drug-Free Workplace Form
- Information Sheet
- Anti-Lobbying Certification

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.

38. **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.

***Note: TERM CONTRACTS are usually limited to a three (3) year contract life. If unique circumstances (i.e. market indexes and other special conditions) exist, that could warrant a longer contract life, then they shall be reviewed on a case by case basis with the Purchasing Chief.**

39. **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.

40. **Evaluation of Options**

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

41. **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.

42. **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.

43. **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.

44. **Price Adjustment**

44.01 The contract resulting from this Solicitation may include provisions for _____(_) month, price adjustments. Written request for price adjustment may be made every _____(_) 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.

44.02 **Fair Labor Standards Act Exemption**

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase **[To be filled in with any variations or disclaimers as needed].**

Pursuant to enactment of such minimum wage increase by the U.S. Department of Labor under the Fair Labor Standards Act, the County shall take the following actions based upon a written request by the awarded contractor:

A. Within five (5) working days from receipt of a written request by the contractor, a Hearing may be scheduled, if such request is in dispute. The contractor may present documentation to support a request for a price modification based upon such minimum wage increase.

B. Should a Hearing be held, within five (5) working days after receipt of all pertinent documentation requested by the Hearing Officer or submitted by the Contractor, the County shall issue a final determination.

C. The County shall take appropriate and timely action to ensure all contractual documents reflect the decision of the Hearing Officer. Should an increase be approved, such action shall be effective the date of the approving decision. The County and the contractor shall ensure all invoices submitted and received from that date forward shall reflect such increase.

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

45.01 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.

Note: provide on the bid/proposal form an area allowing them to take exception to this section.

45.02 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, 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.

Note: provide on the bid/proposal form an area allowing them to take exception to this section.

45.03 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 the offeror's area of responsibility, territory, zone, region, etc., 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 offer.

Note: provide on the bid/proposal form an area for the offeror to describe their area of responsibility, territory, zone, region, etc., and allowing them to take exception to this section.

46. **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.

47. **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.

48. **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.

49. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. Experience record showing the offeror's training and experience in similar work.
2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
3. List of equipment and facilities available to do the work.
4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

50. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

NOTE: Provide for these submittals on the Bidders/Proposers Checklist.

51. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

NOTE: Provide for these submittals on the Bidders/Proposers Checklist.

52. **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.

53. **Award**

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

53.02 Award shall be made on an "all-or-none total per lot"

53.03 Award shall be made on an "all-or-none total" basis, including options.

53.04 Award shall be made on an "all-or-none total" basis, excluding options.

53.05 Award shall be made on an "item-by-item" basis.

53.06 Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County.

53.07 Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County.

53.08 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 _____ 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.

54. **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.

55. **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.

56. **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.)

****Note: The Deputy County Attorney requires the above paragraph be added to all contracts in excess of $50,000.**

57. **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.

58. **Quantity**

58.01 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.

58.02 The quantities shown are estimated as > requirements. Escambia County reserves the right to increase the total quantities necessary by > percent of the estimated quantities on the initial order.

59. **Additional Quantities**

59.01 For a period not exceeding > months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the bid/proposal form shall be noted "offer is for specified quantity only."

59.02 For a period not exceeding > months from the date of solicitation opening, the right is reserved to purchase additional quantities are not acceptable, the bid/proposal form shall be noted "offer is for specified quantity only."

Insurance Requirements

60. **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.

60.01 **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: _____
   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.

60.02 **Endorsements/Additional Insurance**

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

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

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

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

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.

Liquor Liability
In anticipation of alcohol being served, the contractor 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

contractor'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), the 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.

Owners Protective Liability Coverage
For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor′s insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the contractor′s commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor′s liability coverage limit is used up by other claims.

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.

Installation Floater Coverage
Installation floater insurance is to be purchased when builder′s risk insurance is inappropriate, or when builder's 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 contractor, 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.

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 contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

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 contractor. All risks coverage is preferred.

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

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

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.

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.

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.

Watercraft Liability Coverage
Because the contractor'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.

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.

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.

Aircraft Liability Coverage
Because the contractor'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 $__,000,000 per occurrence, combined single limit for bodily injury (including passenger liability) and property damage.

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.

Professional Liability/Malpractice/Errors or Omissions Insurance
The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $_,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.

61. **Florida Department of Transportation -Insurance Requirements**

Florida Department of Transportation, Florida Administrative Code Rule 14-96 Compliance wherein the County is a connection applicant to the F.D.O.T. is reflected in the following narrative outline and sample certificate of insurance as deemed necessary by the County Risk Management and is to be included in such contracts.

Insurance

The County's contractors must also provide evidence of the following insurance to the Florida Department of Transportation.

Commercial General Liability Coverage or Equivalent

Limit of Liability - a minimum limit of $500,000 each occurrence, including bodily injury and property damage liability, and broad form contractual liability.

Additional Insured - the policy must be endorsed to include the Florida Department of Transportation as an additional insured and evidenced on the certificate of insurance.

Business Auto Liability Coverage or Equivalent

Limit of Liability - a minimum limit of $500,000 combined single limit for bodily injury and property damage liability.

Certificates of Insurance
Required insurance shall be evidenced in certificates of insurance to the Florida Department of Transportation. A reference to the County's contract and the location of the project should be noted on the certificate, e.g. *Escambia County's Application for Connection on SR 22 at/near 45th Street, Pensacola.*

The certificate holder's mailing address is:

Florida Department of Transportation
Attention: Ms. Heide Allen, Assistant Permit Engineer
1651 East Nine Mile Road
Pensacola, FL 32514

New certificates of insurance are to be provided to the Florida Department of Transportation at least 15 days prior to coverage renewals.

62. **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.

63. **Trench Safety Act (Construction)**

Offerors shall comply with the "Florida Trench Safety Act".

64. **Bonding/Financial Capacity(may_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.

*** NOTE: Remember if you change the may to shall in paragraph 64 provide a reminder to the offeror of these requirements on the bidders/proposers checklist.**

(Revised 3/1/06)

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. _____ (_) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in __ calendar days
Fully Complete and ready for Final Inspection in__ calendar days
*B. Liquidated Damages at $____ for each calendar day
Section 6
Section 7 *A. Name of Department
Address of Department
Pensacola, FL 325XX
Attn: Name of Contact
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits **(Revised as indicated by asterisk)**

A. General Terms and Conditions

*4.4 _____ (_) copies of each Application for Payment

*21.1 ____ (_) year(s) after final completion

B Form of Performance and Payment Bond

C Insurance and Safety Requirements

***Exhibit C: INSURANCE - BASIC COVERAGES 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 $_____ each accident and $_____ each employee/$_____ 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 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 $_____ 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, 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 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 coverages(s) indicated on each Certificate of Insurance.

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

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability 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: Name of Agent, Purchasing Agent/Supervisor
   and Project Number PD# XX-XX-XXX
   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.

Endorsements/Additional Insurance

The county requires the following endorsements or additional types of insurance.

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

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

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

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.

Liquor Liability
In anticipation of alcohol being served, the contractor 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 contractor'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), the 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.

Owners Protective Liability Coverage
For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor’s insurer) in the name of the County.
This is redundant coverage if the county is named as an additional insured in the contractor′s commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor’s liability coverage limit is used up by other claims.

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.

Installation Floater Coverage
Installation Floater insurance is to be purchased when builder's risk insurance is inappropriate, or when builder's 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 contractor, 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.

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 contractor′s or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

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 contractor. All risks coverage is preferred.

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

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

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.

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.

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.

Watercraft Liability Coverage
Because the contractor'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, non-owned 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.

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.

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.

Aircraft Liability Coverage

Because the contractor'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, non-owned and hired.

The minimum limits of coverage shall be $__,000,000 per occurrence, combined single limit for bodily injury (including passenger liability) and property damage.

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.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $_,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.