

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**PUBLIC SAFETY UNIFORMS AND ACCESSORIES
SPECIFICATION NUMBER PD 16-17.093**

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, OCTOBER 11, 2017

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

Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4987
E-Mail: edweddington@myescambia.com

SPECIAL ACCOMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening.

Notice

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

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:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) 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 \$50,000.00 and \$249,999.99, 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 \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA 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 \$250,000.00 and \$999,999.99, 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 between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** 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 in excess of \$1,000,000.00, 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.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** 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 Escambia County 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 Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and

recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
PUBLIC SAFETY UNIFORMS AND ACCESSORIES
SPECIFICATION PD 16-17.093**

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 the date and hour 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 THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Written Opinion of an Attorney from a Foreign State as to Bid Preferences.

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 DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

**This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.**

PUBLIC SAFETY UNIFORMS AND ACCESSORIES
PD 16-17.093

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Forms marked with an (* Asterisk) must be returned with the Bid.

Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Emily D. Weddington, CPPB

Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone: 850-595-4987

Invitation to Bid

Public Safety Uniforms and Accessories

Solicitation Number PD 16-17.093

Solicitation

MAILING DATE: September 18, 2017

OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, October 11, 2017, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment

Delivery Date will be _____ days after receipt of purchase order

Bid Bond Attached:

Vendor Name: _____

\$ _____

Address: _____

City, ST. & Zip: _____

Phone: () _____

(Name and Title of Person Authorized to Sign Offer)

Toll Free: () _____

Fax: () _____

*

Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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.

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

Bid Form

Total Listed Price: _____

Purchasing Agreements with Other Governmental Agencies:

Accept provisions of purchase agreement with other governmental agencies?

Yes

No

Bid Form Continued - PD 16-17.093 Public Safety Uniforms and Accessories

Item #	Dept.	Description	Unit Price
Pants:			
1	Both	Tru-Spec / mens / 65% polyester 35% cotton / 4 pocket pants / navy blue / AL1187	
2	Both	Tru-Spec / ladies / 65% polyester 35% cotton / 4 pocket pants / navy blue / AL1192	
3	Both	Tru-Spec / mens / 65% polyester 35% cotton / 6 pocket pants / navy blue (EMS style pants) / AL1120	
4	Both	Tru-Spec / womens / 65% polyester 35% cotton / 6 pocket pants / navy blue / (EMS style pants) / AL1125	
5	ECEMS	5.11 trousers / mens / twill TDU / KL74004	
6	ECEMS	5.11 trousers / mens / rip stop TDU / KL74003	
7	ECEMS	Propper / ladies / EMT pants / PIF5245	
8	ECEMS	Propper / mens / EMT pants / PIF5244	
9	Both	Fechheimer / class "A" trousers / 100 % polyester / FH38200	
10	Both	Southeastern / 65% polyester 35% cotton / mens / 4 pocket pants / navy blue / SE3001	
11	Both	Southeastern / 65% polyester 35% cotton / ladies / 4 pocket pants / navy blue / SEL3001	
Duty Shirts / button front:			
12	ECFR	Elbeco / mens / Tex Trop / 100% polyester / white / short sleeve / 3310	
13	ECFR	Elbeco / ladies / Tex Trop / 100% polyester / white / short sleeve / 9810	
14	ECFR	Elbeco / ladies / Tex Trop / 100% polyester / white / long sleeve / EL9310	
15	ECFR	Elbeco / mens / Tex Trop / 100% polyester / white / long sleeve / 310	
16	ECFR	Elbeco / mens / Tex Trop / 100% polyester / light blue / long sleeve / 313	
17	ECFR	Elbeco / ladies / Tex Trop / 100% polyester / light blue / long sleeve /	
18	ECFR	Elbeco / ladies / Tex Trop / 100% polyester / light blue / short sleeve / 9813	
19	ECFR	Elbeco / mens / Tex Trop / 100% polyester / light blue / short sleeve /	
20	ECFR	Southeast / mens / blended / white / embroidered only / short sleeve / 3203	
21	ECFR	Southeast / ladies / blended / white / embroidered only / short sleeve / L3203	
22	ECFR	Southeast / mens / blended / white / embroidered only / long sleeve / 3103	
23	ECFR	Southeast / ladies / blended / white / embroidered only / long sleeve / L3103	
24	ECFR	Southeast / mens / blended / light blue / embroidered only / short sleeve / 3202	
25	ECFR	Southeast / ladies / blended / light blue / embroidered only / short sleeve / L3202	
26	ECFR	Southeast / mens / blended / light blue / embroidered only / long sleeve / 3102	
27	ECFR	Southeast / ladies / blended / light blue / embroidered only / long sleeve / L3102	
28	ECFR	Southeast / mens / blended / navy blue / embroidered only / short sleeve / 3201	
29	ECFR	Southeast / ladies / blended / navy blue / embroidered only / short sleeve / L3201	

Bid Form Continued - PD 16-17.093 Public Safety Uniforms and Accessories			
Item #	Dept.	Description	Unit Price
30	ECFR	Southeast / mens / blended / navy blue / embroidered only / long sleeve / 3101	
31	ECFR	Southeast / ladies / blended / navy blue / embroidered only / long sleeve / L3101	
32	ECEMS	Southeastern / ladies / Tex Trop / 100% polyester / white with navy blue eplets / long sleeve / SEL9103	
33	ECEMS	Southeastern / mens / Tex Trop / 100% polyester / white with navy blue eplets / long sleeve / SE9103	
34	ECEMS	Southeastern / ladies / blended / white with navy blue eplets / short sleeve / SEL3203	
35	ECEMS	Southeastern / mens / blended / white with navy blue eplets / short sleeve / SE3203	
36	ECEMS	Southeastern / ladies / blended / white with navy blue eplets / long sleeve / SEL3103	
37	ECEMS	Southeastern / mens / blended / white with navy blue eplets / long sleeve / SE3103	
38	ECEMS	Southeastern / ladies / Tex Trop / 100% polyester / white with navy blue eplets / short sleeve / SEL9203	
39	ECEMS	Southeastern / mens / Tex Trop / 100% polyester / white with navy blue eplets / short sleeve / SE9203	
40	ECEMS	Tru-Spec / polo-shirt / white / ECEMS logo embroidered on left chest / screen print rank on back / supervisors only / AL4326	
41	ECEMS	Tru-Spec / polo-shirt / red / ECEMS logo embroidered on left chest / screen print rank on back / AL4332	
42	ECEMS	Fruit of the Loom Tee shirt / navy blue / (ECEMS logo screen print on left chest and ECEMS letters screen printed on back) / 5930	
43	ECEMS	Fecheimer / oversize shirts only / FH65R5400	
<u>Shorts:</u>			
44	ECFR	MOCEAN 6 pocket shorts (navy blue / beach crews) Reflective stripe on pockets	
45	Both	Tru-Spec / mens / 65% polyester 35% cotton / 6 pocket shorts (navy blue / EMS style) / AL4266	
46	Both	Tru-Spec / ladies / 65% polyester 35% cotton / 6 pocket shorts / navy blue EMS style / AL1196	
<u>Belts:</u>			
47	Both	1 ¾ " plain black leather (nickel or brass buckle)	
48	Both	1 ¾ " clarion black leather (nickel or brass buckle)	
<u>Jacket / Rain Wear:</u>			
49	ECFR	Horacesmall jacket / navy blue / new generation / unisex / HS3350	
50	ECFR	Fecheimer / unisex / double breasted / class "A" blazer / 100 % polyester / FH38804	
51	ECFR	Fecheimer / unisex / single breasted / class "A" blazer / 100% polyester / FH38803	
52	ECFR	Anchor Rain Coat / class "A"/ navy blue	
53	ECEMS	Hartwell / windbreaker / navy blue / (screenprint ECEMS logo on left chest & ECEMS lettering on back) / 201A	
54	ECEMS	Port Authority / navy blue / (embroidered ECEMS logo on left chest) / SMJ754	

Bid Form Continued - PD 16-17.093 Public Safety Uniforms and Accessories

Item #	Dept.	Description	Unit Price
55	Both	Game Sport rain jacket / ANSI HI-VIS / ECFR or ECEMS screen print on back / GS1340	
56	Both	Game Sport rain pants / ANSI HI-VIS / zipper in leg & elastic waistband / GS1450	
Boots & Shoes:			
57	Both	Bates hi gloss oxfords / mens / BA942	
58	Both	Bates hi gloss oxfords / ladies / BA742	
59	ECEMS	Thorogood 10" pull on boots / mens / WB834-6211	
60	ECEMS	Thorogood 6" lace up boots / mens / WB834-6874	
61	ECEMS	Bates 8" Durashock waterproof lace up boots / mens / BA3135	
62	Both	Rocky First Med / mens / RYFQ911-113	
63	ECFR	Weinbrenner / 6" mesh boots / mens / 8046190	
64	ECFR	Haix black anti-slip microfiber textile low shoe / mens / HX300001	
65	ECFR	Haix black tactical low leather shoe water proof slip resistant / mens / HX300101	
66	ECEMS	Tru Spec / 8" boot / side zip / AL4050	
67	ECEMS	Thorogood / 6" boot / mens / comes in extra wide leather & nylon / WB834-6290	
68	Both	Reebok / ladies / 8" side zipper / water resistant leather & ballistic nylon / RB877	
69	ECEMS	Reebok / mens / 8" side zipper / water resistant leather & ballistic nylon / RB8877	
70	Both	Reebok / ladies / 8" side zipper / smooth leather & ballistic nylon / RB888	
71	ECEMS	Reebok / mens / 8" side zipper / smooth leather & ballistic nylon / RB8877	
72	ECEMS	Reebok / mens / 6" side zipper / smooth leather & ballistic nylon / RB8678	
73	ECEMS	Reebok / mens / 6" side zipper / water resistant leather & ballistic nylon / RB8688	
74	ECEMS	Rocky / mens / 8" side zipper / water resistant leather & nylon upper / RY2173	
75	ECEMS	Bates / mens / 8" tactical side zipper / BA2261	
76	Both	Bates / ladies / 8" side zipper / waterproof & nylon / BAE2788	
77	ECEMS	Bates / mens / 8" boot / ICS comfort system / leather & nylon / BA2348	
78	ECEMS	Bates / mens / 6" boot / ICS comfort system / leather & nylon / BA2346	
79	ECEMS	Bates / mens / 8" side zipper / waterproof breathable boot / BA2268	
80	ECEMS	Thorogood / mens / waterproof / blood borne pathogen compliant / WB834-6760	
Misc equipment, clothing, and services:			
81	Both	Zipper sewn into duty shirt / button front	
82	ECFR	Alterations to class "A" blazer / sewing in maltese crosses & rank striping	
83	ECFR	Monogramming for blended shirts / (badge on left chest, name and rank on right chest, and bugles as necessary) / gold or silver	
84	ECFR	ECFR, EMT, Paramedic patch sewn on shirt	
85	ECFR	ECFR, EMT, Paramedic patch sewn on jacket	
86	ECEMS	ECEMS, EMT, Paramedic, Star of Life patch sewn on shirt	
87	ECEMS	ECEMS, EMT, Paramedic, Star of Life patch sewn on jacket	

Bid Form Continued - PD 16-17.093 Public Safety Uniforms and Accessories			
Item #	Dept.	Description	Unit Price
88	ECFR	Florida Paramedic Patch	
89	ECFR	Florida EMT Patch	
90	ECFR	American Flag Patch	
91	ECFR	Maltese Cross for class "A" blazer / one for every five years of service / gold or silver	
92	ECFR	Rank striping for class "A" blazer / gold or silver	
93	Both	Tie / Uniform Cravats / 100% polyester / black	
94	Both	Crossover / 100% polyester / black	
95	Both	EMS duty belt (nylon / black) / HWDXTB	
96	Both	EMS trouser belt / Velcro for duty belt / (nylon / black) / HWWB1	
97	ECFR	Cap snake / silver or gold	
98	Both	Job shirt / Charles River Apparel / 80% cotton 20% polyester / non-denim (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) or (embroidered ECEMS logo on left chest & ECEMS 5" letters on back) / CV9646	
99	Both	Job shirt / Charles River Apparel / 80% cotton 20% polyester / denim collar and elbow pads / (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) or (embroidered ECEMS logo on left chest & ECEMS 5" letters on back) / CV9645	
100	ECFR	Work-out shorts with pockets / Augusta / blended / navy blue / (screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left lower leg) / 803	
101	ECFR	Jerzees sweatpants / 100% pre-shrunk cotton / navy blue (screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left leg) / 973	
102	ECFR	New work out shirt / blended / dry fit / (screen print Escambia County in cursive approx 3/8" letters and Fire Rescue in block 1 1/8" letters on left chest) / N3142	
103	Both	Ball cap / Flexfit / 83% acrylic 15% wool 2% spandex / (embroidered with ECFR or ECEMS logo 1 3/4" silver or gold letters on front) / AS6477	
104	ECFR	Midway cap / N.Y. Bell cap / white or navy blue	
105	ECFR	Jumpsuit / Red Kap / 65% polyester 35% cotton / navy blue / (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) / RKCT10NV	
106	Both	Bennie cap / navy blue / (embroidered with ECFR 1 3/4" letters on front) or (embroidered with ECEMS logo on front) / 1500 or 1501	
107	ECEMS	Ball cap / mesh / one size fits all / ECEMS logo / ODJM123	

Total Listed Price _____

Dept.:

Both = for Escambia County Fire Rescue & Escambia County Emergency Medical Services

ECFR = only for Escambia County Fire Rescue

ECEMS = only for Escambia County Emergency Medical Services

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (**Sec. 46-110.-Local Preference in Bidding**).
Yes ____ No ____

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 # _____

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
Payment Vouchers? Yes ____ No ____

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

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

1. This sworn statement is submitted to _____
(Print Name of 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 of 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 thirty-six (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 is 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 ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 One (1).
4. In the statement specified in Paragraph One (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 the 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
Corporate Identification
(Page 1 of 2)

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

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

If not a Florida Corporation:

In what state was it created: _____
Name as spelled in that state: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

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

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 both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

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

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms 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 Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "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. Non-Conformation 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

**The following General Terms and Conditions are incorporated by reference
(Continued)**

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL:
<http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.093, "Public Safety Uniforms and Accessories",
Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must
mark the air-bill and envelope or box with the 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:

A. 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.

B. 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 cancelled.

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.

C. Sanctions

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

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

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

2. Scope of Work Summary

Escambia County is seeking quotes for competitive pricing and services on uniforms and accessories as outlined in the following pages.

Escambia County Fire Rescue and Escambia County Emergency Medical Services require the following format;

A. Objective:

To select a vendor that will provide a cafeteria plan for the purchase of uniforms and accessories for Escambia County Fire Rescue (ECFR) and Escambia County Emergency Medical Services employees and volunteers. This plan will allow eligible personnel to purchase uniform items and accessories utilized by ECFR and ECEMS. The selected vendor shall provide the desired uniforms and accessories at the best possible price for the County, while also providing high quality service to the personnel.

B. Service Requirements:

1. Establish employee accounts with the selected vendor. The vendor shall provide each employee and/or volunteer an account on the vendor's internet website that will calculate his or her balance, and ensure that personnel do not go over their spending limit. The account shall be specific to each employee/volunteer requiring the use of a user name and password. The on-line account will allow employees/volunteers to order uniform items throughout the fiscal year terminating at a date established by the County.

2. New employees or volunteers may submit their first order directly to the vendor for expedited services until an on-line account has been created.
3. Establish a once a year uniform fitting that requires the vendor to visit the fire stations and Public Safety, fitting personnel as needed. The fittings shall take place early in the new fiscal year that begins October 01 and shall be agreed upon by Escambia County Fire Rescue, Escambia County Emergency Medical Services and the vendor. New employees/volunteers will have the option of visiting the store to be fitted if awarded to a local vendor in Escambia County. Vendors outside Escambia County will be required to visit the employee's/volunteer's station or another location determined by Escambia County for fitting new employees/volunteers.
4. Once a list of uniform and accessory items is established with the selected vendor, all items will be of the same manufacturer as agreed upon by the County. Employees/volunteers will not be authorized to purchase any other types of items utilizing County funds unless authorized by their divisions. Authorized representatives from each division reserve the right to add/delete uniform items and/or accessories at the beginning of each new fiscal year or as necessary due to discontinued items, new items, or items on back order.
5. An invoice of the items ordered will be provided upon delivery of complete orders only to a specified delivery location. The order will be verified by a representative from the appropriate division for accuracy as compared to the invoice provided. The representative will sign the invoices providing a copy to the vendor and a copy that shall be forwarded to Fire or EMS administrations. Uniform items must be signed for by the employee or volunteer before they are removed from the pre-determined delivery location.
6. Any substitutions of items on the Bid Form due to discontinued items must be submitted with bid to include at a minimum the manufacturer, model and/or item number, brief description, and pricing. Any items substituted after the contract has been awarded must be authorized by the appropriate agency first.

C. Service:

Return service must be in a reasonable amount of time. If items are received by the purchaser and are altered incorrectly or damaged, ECFR and ECEMS require the items to be corrected or replaced as needed and returned in seven (7) to ten (10) business days. Some items may be time sensitive due to special details or funeral services. Any costs incurred for postage and handling will be paid by the vendor.

3. Procurement Questions

Procurement questions shall be directed to Emily D. Weddington, CPPB, Purchasing Specialist at edweddington@myescambia.com. **Last day for questions is 5:00 PM CDT, October 3, 2017.**

4. **Bid Forms**

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

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

6. **Delivery**

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

7. **Payment**

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

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

8. **Information and Descriptive Literature**

Each Offeror offering an alternate other than the brand(s) specified on the Bid Form 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.

9. **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.

10. **Samples/Demonstrations**

Samples of any product 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.**

11. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. 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.

12. 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.

13. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the Offeror on the bid 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.

14. 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.

15. 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.

16. Award

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. The County is not obligated to purchase any minimum or maximum amount during the term of this contract.

17. 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.

18. 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 all materials, 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.)

19. 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.

Insurance Requirements

20. 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.

A. 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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 \$1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. 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 liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Emily D. Weddington, CPPB, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4806

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.

21. 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.