

INVITATION TO BID

PD 22-23.125

PENSACOLA BEACH DUNE WALKOVER 27C REPLACEMENT

Escambia County

213 Palafox Place

Pensacola, FL 32502-5822

RELEASE DATE: September 7, 2023

DEADLINE FOR QUESTIONS: September 22, 2023

RESPONSE DEADLINE: October 2, 2023, 1:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/escambiacountyfl>

Escambia County
INVITATION TO BID

Pensacola Beach Dune Walkover 27C Replacement

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Attachments:

- A - DuneWalkover 27C_Bid Set_8-23-23._Signed and Sealed
- B - 8041444_Escambia County Walkover 27C_Final_Signed

1. INTRODUCTION

1.1. Summary

This project will consist of removing and replacing Pensacola Beach Dune Walkover 27C currently located in front Portofino on the eastern end of Pensacola Beach.

1.2. Contact Information

Brian Hughes

Purchasing Specialist

213 Palafox Place

2nd Floor

Pensacola, FL 32502-5822

Email: bbhughes@myescambia.com

Phone: [\(850\) 595-4985](tel:(850)595-4985)

Department:

Purchasing

1.3. Timeline

Release Project Date	September 7, 2023
Pre-Bid Meeting (Non-Mandatory)	September 19, 2023, 1:00pm https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjZkMGMzZGItMWQwOC00YjFLWEwMDMtNjdjMjYxMDMyYmM1%40thread.v2/O?context=%7b%22Tid%22%3a%222c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d Meeting ID: 275 726 132 103 Passcode: Bq3zQW +1 863-333-5817,,367881772# United States, Lakeland Phone Conference ID: 367 881 772#
Question Submission Deadline	September 22, 2023, 5:00pm

Submission Deadline	<p>October 2, 2023, 1:00pm https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGZiMzY1ZTEtM2U1MS00MGEOLtg0NWQTYzNmNjYxYTk0NzBl%40thread.v2/0?context=%7b%22id%22%3a%22c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d</p> <p>Meeting ID: 239 693 708 372 Passcode: 6PbLQd</p> <p>+1 863-333-5817,,43386346# United States, Lakeland Phone Conference ID: 433 863 46#</p>
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2. SCOPE OF WORK

2.1. Project Narrative

Project Description

A. General: Dune Walkover 27C – Pensacola Beach

B. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

1. Mobilize equipment and establish erosion control and turbidity barriers in accordance with Florida Best Management Practices, Escambia County performance standards, the plans and approved project permits.
2. Construct a wooden dune walkover, 6 feet wide and approximately 165 LF in length, adjacent to the existing dune walkover.
3. Remove the existing wooden dune walkover and dispose of materials offsite.
4. Restore/replant approx. 275 SF native ground cover in accordance with the Florida Department of Environmental Protection’s CCCL Dune Planting Recommendations.
5. Provide for Temporary Traffic Control and Public Safety throughout construction.
6. Note: The site is seaward of the CCCL and subject to State Sea Turtle monitoring and regulations. Construction is prohibited between May 1 and October 31 annually. A State permit for the project was issued for the spring of 2023 and is included as part of the Bid Documents. A new Permit is expected to be issued by the State on November 1st, 2023. Bidders shall consider that the new permit will have the same specifications and requirements as the previous permit for bid preparation.

3. PRE-BID ACTIVITY

All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, email to:

Brian Hughes utilizing OpenGov software.

All questions or inquiries must be received no later than the last day for questions stated in the solicitation & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Escambia County website at Escambia County Solicitations (<https://procurement.opengov.com/portal/escambiacyfl>)

Each bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No bidder may rely upon any verbal modification or interpretation.

4. PREPARATION OF BID

A bid form is included in these specifications. The bidder shall submit bids in accordance with bid documents. The individual who signs the bid form must be listed on the Division of Corporations website (Sunbiz) for the FEIN provided.

All blanks in the bid documents shall be completed by printing in ink or by computer with the amounts extended, totaled and the bid signed, any blanks in the bid form will be interpreted as a “No Bid” or “No Cost” item. No changes shall be made to the phraseology of the form or in the items mentioned therein. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the bidder’s name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all physical signatures be in blue ink with the names type or printed below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone number for communications regarding the bid shall be shown.

If the bidder is an out-of-state corporation, the bid shall contain evidence of bidder’s authority and qualification to do business as an out-of-state corporation in the State of Florida. As applicable, a state contractor license # for the State of Florida shall also be included on the bid form. Bidder shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

5. SUBMITTAL OF BID

A bid shall be submitted no later than the date and time prescribed in the Invitation to Bid and shall be accompanied by the bid security and other required documents. Applicable bond documents may be uploaded, but any physical checks presented must be delivered to the Office of Purchasing prior to the Bid Opening. It is the bidder's responsibility to ensure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each bidder's submittal shall include all the items listed in the [Vendor Submissions](#) section.

6. CONDUCT OF PARTICIPANTS

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 official, 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 to Bid or the Request for Proposal, or Qualification, or Information, or Request 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

7. INTEGRITY OF DOCUMENTS

Bidders shall use the original bid documents provided by the Escambia County Office of Purchasing and enter information only in the spaces where a response is requested. Bidders may use an attachment to the bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a

bid. Any such modification or alteration that a bidder wishes to propose must be clearly stated in the form of an addendum to the original bid documents.

8. WITHDRAWAL OF SUBMITTALS

A bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled time for Bid Opening.

9. INTERPRETATION

No oral interpretation will be provided to any Bidder as to the meaning of the drawings or specifications. Every interpretation will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance or rejection by Escambia County for ninety (90) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

11. CONDITIONAL OR INCOMPLETE BIDS

Escambia County specifically reserves the right to reject any conditional or incomplete bid.

12. ADDITION/DELETION OF ITEM(S)

The County reserves the right to add or delete any item(s) from this bid or resulting contract when deemed to be in the County's best interest.

13. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Bidders shall clearly list any change in the manufacturer's specifications that conflict with the bid specifications. Bidders must also explain any deviation from the bid specifications in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with the bid. Failure of the bidder to comply with these provisions will result in the bidder being held responsible for all costs required to bring the equipment in compliance with bid specifications.

14. FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules, regulations and General Terms and Conditions of all authorities having jurisdiction over the project shall apply to the solicitation throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

15. COMPLIANCE WITH GOVERNING LAWS AND REGULATIONS

The bidder will be required to fully comply with all applicable federal, state, and local regulations.

16. SOLICITATION EXPENSES

The County accepts no responsibility for any expenses incurred by the bidder in the solicitation preparation and submittal, as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the bidder.

17. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a bid, the bidders shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidders shall also examine all drawings, specifications, addenda, and other relevant documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

18. RIGHT TO REJECT PROPOSAL

The County reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

19. DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its bid:

- Submission of more than one bid for the same work from an individual, firm, or corporation under the same or different name. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant has been reinstated as a qualified bidder.
- Incomplete work which in the judgment of the County might hinder or prevent the bidder's prompt completion of additional work if awarded.
- Failure to pay or satisfactorily settle all bills due for labor and material on contracts in effect at the time of issuing the invitation to bid or default under previous contract.
- Listing of the bidder by any Local, State or Federal Government/Agency on its debarred/suspended vendor list.

20. REVIEW OF PROCUREMENT DOCUMENTS

Per Section 119.071 (1)(b)-2., Florida Statutes, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

21. INVESTIGATION OF BIDDER

The County may make such investigations, as it deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest. The bidder shall furnish to the County any additional information and financial data for this purpose as the County may request.

22. TIME OF COMPLETION

The entire project shall be completed in the time frame specified in the scope of work. The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the County can occupy or utilize the work for the use which it was intended.

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23. EVALUATION OF BIDS AND AWARD OF CONTRACT

Escambia County will review all bids and will provide the recommendation to award to the County Administrator, and the Board of County Commissioners. The County will award the bid to the responsive and responsible firm(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Escambia County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Escambia County reserves its right to reject any or all bids, including without limitation nonconforming, nonresponsive, unbalanced, or conditional bids. The County further reserves the right to reject the bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Escambia County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

24. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Escambia County Board of County Commissioners may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

25. FORM OF AGREEMENT

The Contract shall be provided by the Office of Purchasing. The successful bidder shall, within 10 days after receipt of the Intent to Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Escambia County Risk Manager before the successful bidder may proceed with the work.

26. AWARD

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

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.

27. VENDOR SUBMISSIONS

All forms downloaded in this section must be uploaded with your submission

27.1. Solicitation Requirements*

I certify that I have read through the attached solicitation and verify that I understand all materials provided.

- Yes
- No

*Response required

27.2. Schedule of Values, Unit Pricing*

This information is included in the Electronic Pricing Table in this ITB. Please confirm it is completely filled out and accurate.

- Yes
- No

*Response required

27.3. [Bid Form](#)

Please download the below documents, complete, and upload with your Bid Package.

- [PD 22-23.125 Bid Form.pdf](#)

27.4. [Names and Addresses of Proposed Subcontractors to be Utilized for Work on this Project \(if applicable\)](#)

- 1.
- 2.
- 3.
- 4.

27.5. [References Form](#)

Please download the below documents, complete, and upload with your Bid Package.

- [REFERENCES FORM.pdf](#)

27.6. [Deletion of records form*](#)

Deleted and Destroyed Documents Letter

PD PD 22-23.125 Pensacola Beach Dune Walkover 27C Replacement

To the Escambia County Office of Purchasing

Our firm recently received an Invitation to Bid on the above-mentioned specification.

We hereby acknowledge and certify that our company has destroyed/deleted any digital downloaded copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all of the information, whether originals or duplicated, shall be destroyed/deleted.

Please confirm

*Response required

27.7. [E-Verify Certification](#)

Please download the below documents, complete, and upload with your Bid Package.

- [E-Verify.pdf](#)

27.8. [Sworn Statement Pursuant to Section 287.133\(3\)\(A\), Florida Statutes on Entity Crimes](#)

Please download the below documents, complete, and upload with your Bid Package.

- [Sworn_statement.pdf](#)

27.9. Conflict of Interest Form

Please download the below documents, complete, and upload with your Bid Package.

- [Conflict of Interest.pdf](#)

27.10. Drug-Free Workplace Form

Please download the below documents, complete, and upload with your Bid Package.

- [Drug free workplace.pdf](#)

27.11. Information Sheet for Transactions and Conveyances Corporate Identification.

Please download the below documents, complete, and upload with your Bid Package.

- [Information Sheet.pdf](#)

27.12. Scrutinized Companies Certification

Please download the below documents, complete, and upload with your Bid Package.

- [Scrutinized Companies.pdf](#)

27.13. Certificate of Authority to do Business from the State of Florida (SunBiz)*

The person signing the bid form must be listed on Sunbiz registration for FEIN provided. Upload your proof of certification with your Bid Package

- Yes
- No

*Response required

27.14. Occupational License (if applicable)

To include Escambia County Building and Inspection Department

- Yes
- No

27.15. Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s). (if applicable)

- Yes
- No

27.16. Copy of current Required Insurance declaration page with Escambia County named interest or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.*

- Yes
- No

*Response required

27.17.Current W-9*

Please upload as a part of your submission package

- Yes
- No

*Response required

27.18.Bid Submission*

Upload your SIGNED Bid Form and all bid documents and Forms as one file. NOTE: Signatory must be a party authorized in SunBiz

*Response required

28. PRICING TABLE

PENSACOLA BEACH DUNE WALKOVER 27C BID TAB

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
C-1	Mobilization	1	LS		
C-2	Erosion Control	1	LS		
C-3	Temporary Traffic Control	1	LS		
C-4	Place & Maintain Temporary Safety Fencing (Approx. 430 LF)	1	LS		
C-5	Remove and Relocate Palm Tree as Directed by SRIA	2	EA		
C-6	Remove and Relocate Walkover Signage	1	LS		
C-7	Utility Coordination and Sprinkler Repair	1	LS		
D-1	Remove Wooden Split Rail Fence to Nearest Pole	1	LS		
D-2	Construct New Wooden Split Rail Fence to Match Existing	25	LF		
D-3	Concrete Sidewalk with Thickened Edge	14	SY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
D-4	12" Ribbon Curb	48	LF		
D-5	Construct New Dune Walkover	1	LS		
D-6	Remove Existing Dune Walkover	1	LS		
D-7	Replant Disturbed Ground Vegetation	1	LS		
TOTAL					

29. 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, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: Bidders are required to register for an account via the [County's e-Procurement Portal](#) hosted by OpenGov. Once the bidder has completed registration, they will receive all notifications to their email by clicking "**Follow**" on this project - <https://procurement.opengov.com/portal/escambiacountyfl>.

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. Manufacturer's 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
- 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: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

30. SEC. 46-110.-LOCAL PREFERENCE IN BIDDING

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

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 or 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 firm 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 firm 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 firms 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 firm 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 firm 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, 2021, for any “competitive solicitation for construction services paid with ANY state appropriated funds, the County may not use a local preference ordinance to prevent a contractor from participating in the bidding process based upon; a) maintaining a local office; b) hiring employees or subcontractors within a particular jurisdiction; or c) prior payment of local taxes, assessments or duties. For any such solicitation, the County must disclose in the bid package that any applicable local ordinance or regulation does not include any such prohibited preference.” See §255.0991, Florida Statutes.

31. CONSTRUCTION INSERT

SUPPLEMENTAL PROVISIONS FOR CONSTRUCTION

FORM OF CONTRACT AND BONDS

The contract form as furnished by Escambia County shall be utilized. Performance and Payment Bond forms as approved by Escambia County shall be utilized.

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 check or bond 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 the 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 Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their 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.

PERFORMANCE AND PAYMENT BONDS

The County Must require the successful Offeror(s) to furnish separate Performance and Payment bonds, under pledge of adequate surety and covering up to 100% of the dollar value of the award / an amount specified (i.e. \$5,000.00) 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, the recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida 32502, 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.

FIDELITY BOND

The County may 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, the 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.

BONDING/FINANCIAL CAPACITY

The County Must require the offeror to:

- A. 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.
- B. Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating, or
- C. Other evidence of financial stability.

MATERIALS

Whenever "or approved equal" is indicated, items proposed for use shall be submitted for Engineer's approval. Wherever an item or class of material is specified exclusively by trade name or by name of the maker or by catalog reference, only such items shall be used unless previously approved through addenda by the Engineer. Should the Contractor desire to substitute another material for one or more specified by name they shall state the credit or extra involved by the use of such material, in their bid. No such materials shall be used unless approved in writing by the Engineer.

PROGRESS CHART

Within ten (10) days after receipt of signed Agreement the Contractor shall file with the Engineer a progress chart showing the order in which the Contractor proposes to accomplish the work, the dates on which he proposes to begin the various parts of the work and the dates he contemplates completing them.

TIME FOR COMPLETION

The work included in this agreement shall be substantially completed within Ninety (90) consecutive calendar days from the date of the written Notice to Proceed. The bidder has an additional Thirty (30) consecutive calendar days from the date of substantial completion for a total number of One Hundred Twenty (120) consecutive calendar days to Final Completion. The number of days allowed does not include an allowance for calendar days missed due to weather. Extension of time will be allowed for delays due to weather if properly documented and reported to the Engineer.

LIQUIDATED DAMAGES

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the times(s) specified in the Agreement, 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 One Thousand, Six Hundred Ninety-Nine Dollars (\$1699.00) 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.

PRECONSTRUCTION CONFERENCE

Within ten (10) days after the effective date of the agreement, but before Contractor starts the work at the Project site, a conference will be held for review and acceptance of the schedules referred to in paragraph 4.0, to establish procedures for processing applications for payment, and to establish a working understanding among the parties as to the work.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Offeror certifies that all material, equipment, etc., contained in their 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.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

SAFETY REGULATIONS

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

CODES AND REGULATIONS

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

RECORD KEEPING

The Contractor shall maintain all relevant project records for three years after the Owner has made final payment to the Contractor.

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 Electronic Pricing Table is for information only.

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

DRAWINGS

Public Records Exemptions of Building Plans Section 119.071(3)(b), Florida Statutes
www.leg.state.fl.us/statutes (To View Full Text of this Chapter)

Section 119.071(3)(b) provides the following:

- A. 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.
- B. 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.
- C. Information made exempt by this paragraph may be disclosed:
 1. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 2. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 3. Upon a showing of good cause before a court of competent jurisdiction.
- D. The entities or persons receiving such information shall maintain the exempt status of the information.

- E. 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.

Drawing(s) dated, August 23, 2023 are included in this Solicitation.

DEBRIS

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

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 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 evening and weekends.

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

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 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.

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 in the Bid Documents to the best of our knowledge.

PRICE ADJUSTMENT

The contract resulting from this Solicitation may include provisions for price adjustments. Written request for price adjustment may be made every Twelve (12) month(s), 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 approved by the Board of County Commissioners.

LICENSES, CERTIFICATIONS, REGISTRATIONS

The offeror shall at any time of Bid 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, certification, registrations, and any other requirements should be provided with the Bid submission; and the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

TRENCH SAFETY ACT (CONSTRUCTION)

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

32. 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 level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other 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 Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

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 Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

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

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

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

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 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.

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

2) General Liability Coverage

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate 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.

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 (XCU) exposures cannot be excluded (IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror 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.

Products Liability coverage must be included in the CGL form if the Offeror is manufacturing or providing any product as a distributor for a manufacturer to the County. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate must be in the policy and evidenced by Certificate. (See Section F. item (5) for more information)

3) Business Auto Liability Coverage

Minimum limit of \$1,000,000 per accident or occurrence. Automobile 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 for any employee or subcontractor's non-ownership use of an auto.

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

4) Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. 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.

33. INDEMNIFICATION

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, 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 performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion

of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror'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 Offeror 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 when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

34. EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in certificates of insurance. 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. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591

Email: Purchasing@myescambia.com

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 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.