

**AGREEMENT RELATING TO COMMERCIAL SCALE
MAINTENANCE AND REPAIR SERVICES (P.D. 22-23.064)**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and G.T. Michelli Co., Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 72-0632816, whose principal address is 130 Brookhollow Esplanade, Harahan, LA 70123 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, On March 30, 2023, the County re-issued an Invitation to Bid relating to commercial scale maintenance and repair services at the Perdido Landfill and Palafox Transfer Station operated by the Escambia County Waste Services Department (P.D. 22-23.064); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such maintenance and repair services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the parties and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month periods, up to a maximum of sixty (60) months. After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the County may extend this Agreement for up to an additional six (6) months. The County shall provide written notice to the Contractor no later than thirty (30) days prior to the expiration of the current one (1) year renewal period.
3. **Scope.** Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bid, *Commercial Scale Maintenance and Repair-Waste Services (Re-Solicit), Specification No. P.D. 22-23.064*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of this Agreement and the Exhibits referenced in this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor the total sum of **\$26,167.00** per year as provided in the Contractor's bid form, attached hereto as **Exhibit B**. In accordance with the Scope of Services, Contractor shall be responsible for providing all equipment, labor, management, materials, parts, tools, and transportation necessary to calibrate, maintain, repair, and test the scales at the Perdido Landfill and Palafox Transfer Station.

5. Method of Billing and Payment. Payment may be requested by Contractor by the submission of a properly executed original invoice reflecting the amount due and owing for services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

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

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to this Agreement. 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.

8. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence/\$2,000,000 annual aggregate limit;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Florida statutory Workers' Compensation and Employers' Liability with Statutory Limits (Part A) and 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

Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies. Certificates of Insurance shall be provided to Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

G.T. Michelli Co., Inc.
Attention: Robert Feigler
130 Brookhollow Esplanade
Harahan, LA 70123

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

15. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

16. Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

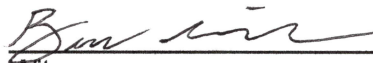
COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Witness

By: _____
Wesley J. Moreno, County Administrator

Date: _____



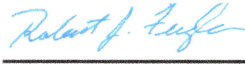
Witness

BCC Approved: _____

CONTRACTOR:
G.T. MICHELLI CO., INC.

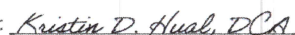
ATTEST:
By: 

Corporate Secretary
(SEAL)

By: 

Robert Feigler, Vice President
Date: 04/25/2023

Approved as to form and legal sufficiency.

By/Title: 
DCA

Date: 04-24-2023



Board of County Commissioners
Escambia County, Florida

Jeff W. Bergosh
District One

Michael S. Kohler
District Two

Lumon J. May
District Three
Chairman

Robert D. Bender
District Four

Steven L. Barry
District Five
Vice-Chair

Invitation To Bid (ITB)

**Waste Services Scales Maintenance (Re-Solicit)
SPECIFICATION NUMBER PD 22-23.064**

Bids will be received until:

March 30, 2023 at 9:00 AM CT

**BIDS Must be delivered to Purchasing via
Hand Delivered, Courier, USPS, FEDEX, or UPS**

Escambia County Board of County Commissioners
Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

THE COUNTY IS NOT RESPONSIBLE FOR LATE BID SUBMISSIONS

LATE BID SUBMISSIONS WILL BE RETURNED UNOPENED

Bid Opening Audio & Video: [Click Here](#)
Bid Opening Audio Only: (863) 333-5817
Conference ID: 781 304 671#

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Michael Kohler
Robert Bender

From:

Jeffrey Lovingood
Director of Purchasing

Assistance:

Brian Hughes
Purchasing Specialist
Tel: 850-595-4985
Email: bbhughes@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Escambia County.

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

Notice

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

BID SUBMISSION CHECKLIST

Project Name: **Waste Services Scales Maintenance (Re-Solicit)**

Solicitation # PD **22-23.064**

Date of Bid Opening **March 30, 2023** Time: **9:00 AM CT**

- ___ Bid Package with naming convention "PD 22-23.064 Firm Name"
- ___ Bid Submittal Checklist inserted as first page of Bid Package
- ___ Signed Bid Form
- ___ Schedule of Values, Unit Pricing
- ___ References form
- ___ Bid Bond
- ___ Deletion of records form
- ___ E-Verify Certification
- ___ Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes
- ___ Conflict of Interest Form
- ___ Drug-Free Workplace Form
- ___ Information Sheet for Transactions and Conveyances Corporate Identification.
- ___ Scrutinized Companies Certification
- ___ Certificate of Authority to do Business from the State of Florida. **(Sunbiz registration – The person signing the bid form must be listed on Sunbiz registration for FEIN provided)**
- ___ Occupational License (if applicable)
- ___ Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s). (if applicable)
- ___ 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.

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. **FAILURE TO SUBMIT ALL REQUIRED FORMS MAY RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE. Attach this page as the first page of a submission with documents in the order they appear on this form. (All Required Docs Under Escambia County Documents and Forms Page)

Firm: _____
(Print)

By: _____

Title: _____

Signature: _____

Date: _____

SCOPE OF WORK

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ESCAMBIA COUNTY FLORIDA
WASTE SERVICES DEPARTMENT
SCOPE OF WORK
PERDIDO LANDFILL SCALE MAINTENANCE

Scope of Services:

The Contractor shall provide all equipment, labor, management, materials, parts, tools and transportation necessary to calibrate, maintain, repair and test the scales at the Perdido Landfill operated by Escambia County Waste Services.

Description of Scales:

Manufacturer: Fairbanks Scales

- Inbound Scale Model: PLT-6010-409
- Outbound Scale Model: PLT-6010-408
- Automatic Scale Model: PLT-6010-HVB09

Preventive Maintenance

Preventive maintenance will be performed in January, May and September. It is scheduled by Waste Services personnel. The scales at this location contain 24 load cells and 12 controllers. Maintenance will comply with the requirements of the Florida Weights and Measures Law and the latest edition of the National Institute of Standards and Technology (NIST) Handbook 44. Preventative maintenance shall include, but is not limited to:

- All traveling expenses to and from the site;
- Check and perform bumper bolt adjustments;
- Inspect and test with certified test weights scales covered in this scope of work;
- Make all normal adjustments to restore and maintain the accuracy of the scales;
- Recommend procedures to identify and prevent defective services from recurring;
- Provide written test results for each scale calibration, as well as, written reporting of any identified issues and recommended repairs.

ANNUAL REQUIREMENTS

- Remove cover plates on scales,
- Visually inspect all components for corrosion and apply proper treatment;
- Clean and grease load cells and receiver cups once annually;
- Inspect and tighten cable connections at load cells and control boxes;
- Replace back-up batteries for all inside readers once annually.

Emergency Repair

Emergency repairs will be performed on an as-needed basis. Emergency repairs include any unforeseen, unanticipated work not listed under Preventive Maintenance. Initial response to an emergency service request should take place within twenty-four hours. The response will consist of diagnosing the scale problem and quote for the repair. Repairs will begin as soon as authorization is given.

Non-Emergency Maintenance and Repair

Non-Emergency maintenance and repairs are those which will be performed on an as-needed basis. The repairs shall take place after working hours unless instructed otherwise. Repairs will begin as soon as authorization is given. The written quote/response shall include, but is not limited to the following:

- Diagnosis of the problem;
- Cost of parts;
- Travel time for routine repair;
- Estimated hourly labor rate;
- Mobilization of vehicles needed for use of service;
- Warranty information.



ESCAMBIA COUNTY FLORIDA
WASTE SERVICES DEPARTMENT
SCOPE OF WORK - Amended
PALAFOX TRANSFER STATION SCALE MAINTENANCE

Scope of Services:

The Contractor shall provide all equipment, labor, management, materials, parts, tools and transportation necessary to calibrate, maintain, repair and test the scales at the Palafox Transfer Station operated by Escambia County Waste Services.

Description of Scales:

- Inbound Scale - Rice Lake Survivor
- Outbound Scale – Rice Lake Survivor

Preventative Maintenance Requirements:

Maintenance is performed in January, May and September. It is scheduled by Waste Services personnel. The scales at this location contain 14 load cells and 7 controllers. Maintenance will comply with the requirements of the Florida Weights and Measures Law and the latest edition of the National Institute of Standards and Technology (NIST) Handbook 44. Preventative maintenance shall include, but is not limited to:

- All traveling expenses to and from the site;
- Remove cover plates on scales, and clean and grease load cells and receiver cups once annually;
- Visually inspect all components for corrosion and apply proper treatment once annually;
- Check and perform bumper bolt adjustments;
- Inspect and tighten cable connections at load cells and control boxes once annually;
- Inspect and test with certified test weights scales covered in this scope of work;
- Make all normal adjustments to restore and maintain the accuracy of the scales;
- Recommend procedures to identify and prevent defective services from recurring;
- Replace back-up batteries for all inside readers once annually;
- Provide written test results for each scale calibration.

Emergency Repair

Emergency repairs will be performed on an as-needed basis. Emergency repairs include any unforeseen, unanticipated work not listed under Preventative Maintenance. Initial response to an emergency service request will take place within twenty-four (24) hours. The response will consist of diagnosing the scale problems and quotes for the repair.

Repairs will begin as soon as authorization is given.

Non-Emergency Maintenance and Repair

Non-Emergency maintenance and repairs are those which will be performed on an as-needed basis. The repairs will take place during normal working hours unless instructed otherwise. Repairs will begin as soon as authorization is given. The written quote/response shall include, but is not limited to the following:

- Diagnosis of the problem;
- Cost of parts;
- Travel time for routine repair;
- Estimated hourly labor rate;
- Mobilization of vehicles needed for use of service;
- Warranty information.

SOLICITATION SUBMISSION INFORMATION

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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 at bbhughes@myescambia.com.

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 \(myescambia.com\)](http://myescambia.com)

Such written addenda or modification shall be part of the bid documents and shall be binding upon each bidder. 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.

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.

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 on the Bidder's Submission Checklist, in order, with the Checklist on the top of the submission.

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.

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.

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.

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.

Conditional and Incomplete Bids

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

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.

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.

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.

Compliance With Governing Laws and Regulations

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

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.

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.

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.

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.
- Uncompleted 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.

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.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and its 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 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 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.

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.

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.

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.

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 (36) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (60) 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 amendment to the contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.
- B. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- C. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.
- D. The contract may be canceled by the awarded firm, for good cause, upon ninety (90) days prior written notice.
- E. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.
- F. In the event of termination by either party as provided herein, the awarded firm shall be paid for services performed through the date of termination.

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

Option to Extend the Term of the Contract (Remove for Solicitations this would not be applicable on)

After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of new contract, the County may extend this Agreement for up to an additional six (6) months. The County shall provide written notice to the Contractor no later than thirty (30) days prior to the expiration of the last one (1) year renewal period. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods.

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.

Form of Agreement

The Contract shall be provided by the Office of Purchasing. The successful bidder shall, within 10 days after receipt of the Notice of 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.

Award

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

EXHIBITS

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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 imposed by state law 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.

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.

C. 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
Attention: Purchasing
213 Palafox Place 2nd Floor
Pensacola, FL 32502
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.

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: See Escambia County Office of Purchasing web site at [MyEscambia Web Site](#) then click "Solicitations."

1. Sealed Solicitations
1. Execution of Solicitation
2. No Offer
3. Solicitation Opening
4. Prices, Terms and Payment
 - 5.01 Taxes
 - 5.01 Discounts
 - 5.02 Mistakes
 - 5.03 Condition and Packaging
 - 5.04 Safety Standards
 - 5.05 Invoicing and Payment
 - 5.06 Annual Appropriations
5. Additional Terms and Conditions
6. Manufacturer's Name and Approved Equivalents
7. Interpretations/Disputes
8. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
9. Awards
10. Non-Conformation to Contract Conditions
11. Inspection, Acceptance, and Title
12. Governmental Restrictions
13. Legal Requirements
14. Patents and Royalties
15. Price Adjustments
16. Cancellation
17. Abnormal Quantities
18. Advertising
19. Assignment

20. Liability
21. Facilities
22. Distribution of Certification of Contract
23. The Successful Bidder(s) Must Provide
24. Addition/Deletion of Items
25. Ordering Instructions
26. Public Records
27. Delivery
28. Samples
29. Additional Quantities
30. Service and Warranty
31. Default
32. Equal Employment Opportunity
33. Florida Preference
34. Contractor Personnel
35. Award
36. Uniform Commercial Code
37. Contractual Agreement
38. Payment Terms/Discounts
39. Improper Invoice; Resolution of Disputes
40. Public Entity Crimes
41. Suspended and Debarred Vendors
42. Drug-Free Workplace Form
43. Information Sheet for Transactions and Conveyances
44. Copies
45. 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](#)
46. Execution of Contract Purchase Order
47. No Contingent Fees Solicitation Expenses
48. On-Line Auction Services

ESCAMBIA COUNTY DOCUMENTS AND FORMS

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER, AND BID FORM

Submit Offers to: Brian Hughes Purchasing Specialist Office of Purchasing, 2 nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4985 Email: bbhughes@myescambia.com	ESCAMBIA COUNTY, FLORIDA Invitation to Bid Waste Services Scales Maintenance (Re-Solicit) Solicitation Number PD 22-23.064
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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 within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Delivery Date will be ____ days after receipt of purchase order Person to Contact Concerning this Bid: _____ Firm Name: _____ Address: _____ City, ST. & Zip: _____ Phone: (____) _____ Toll Free: (____) _____ Fax: (____) _____	Reason for No Offer _____ Bid Bond Attached: \$ _____
I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.	_____ (Name and Title of Person Authorized to Sign Offer) * _____ Signature of Person Authorized to Sign Offer (Original Signature Required) * <i>Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.</i>

Total Bid \$ _____

(END OF BID FORM)

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**).

CONTRACTOR REQUIREMENTS

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

Addendum # _____ Date _____ Addendum # _____ Date _____
Addendum # _____ Date _____ Addendum # _____ Date _____

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

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

Occupational License Number: _____

Florida DBPR Contractor's License, Certification, and/or Registration Number: _____

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

Expiration Date: _____

County Permits/Fees Required for this Project: _____

Person to Contact Concerning This Bid: **Person to Contact for Emergency Service:**

Name: _____ **Name:** _____

Phone: _____ **Phone:** _____

E-Mail: _____ **E-Mail:** _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **five percent (5%)** of bid.

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and Addresses of Proposed Subcontractors to be Utilized for Work on this Project:

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

REFERENCES FORM

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRM'S NAME _____

PROPOSAL POINT OF CONTACT _____

PHONE _____

EMAIL _____

REFERENCE I.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE II.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE III.

PROJECT NAME: _____
AGENCY: _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
TITLE: _____
EMAIL: _____
TELEPHONE: _____
PROJECT COST: _____
COMPLETION DATE: _____
SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE IV.

PROJECT NAME: _____
AGENCY: _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
TITLE: _____
EMAIL: _____
TELEPHONE: _____
PROJECT COST: _____
COMPLETION DATE: _____
SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE V.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



Board of County Commissioners

Escambia County, Florida

Jeff W. Bergosh
District One

Michael S. Kohler
District Two

Lumon J. May
District Three
Chairman

Robert D. Bender
District Four

Steven L. Barry
District Five
Vice-Chair

Deleted and Destroyed Documents Letter

PD 22-23.064, Waste Services Scales Maintenance (Re-Solicit)

To the Escambia County Office of Purchasing

Our firm recently received an **Invitation To Bid (ITB)** 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.

Name of Firm: _____

By (printed name): _____

Signature: _____

Title: _____

Date: _____

Certification Regarding E-Verify

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

In the event performance of this Agreement is or will be funded using state or federal funds, the Contractor hereby further certifies compliance with the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, (3) use E-Verify to verify the employment eligibility of all employees assigned to perform work pursuant to the Agreement, and (4) include these requirements in any related subcontracts. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

CONTRACTOR:

Business Name

Signature

Name (Printed)

Title (Printed)

Date

Sworn statement under section 287.133 (3) (a)
Florida statute on public entity crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:

1. This sworn statement is submitted by, _____, whose business _____ address _____ is,

_____, and (if applicable) 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. My name is _____ and my relationship to the entity named above is _____ (title).

3. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. 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 of 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 of shares constituting a controlling income among _____ persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

6. 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 the state or of the United States with the legal power to enter into a binding contract 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.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, or any officers, directors, executive, partners,

shareholders, employees, member, or agents who are active in management of the entity, or affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted firm list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted firm list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted firm list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID 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

Name

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____
My Commission expires: _____

Notary Public

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

Drug-free workplace form

The undersigned firm, 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 danger 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 pleas 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 One (1) through Five (5).

Check One:

- _____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** fully comply 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: 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:

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

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

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

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

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.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

Verified By: _____ **Date:** _____

Certification Regarding Scrutinized Companies

Pursuant to §287.135, Florida Statutes, the undersigned Contractor hereby certifies the following: Contractor is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*, or has been engaged in a *boycott of Israel* then the County reserves the right to immediately terminate the parties' agreement.

If the contract amount is \$1 million dollars or more, Contractor further certifies the following: Contractor is not on the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to §215.473, Florida Statutes; and Contractor is not engaged in *business operations* in Syria as defined in §287.135(1)(c), Florida Statutes. Contractor acknowledges that if the Contractor is found to have submitted a false certification; has been placed on the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; or has been engaged in *business operations* in Syria then the County reserves the right to immediately terminate this Agreement.

CONTRACTOR:

Business Name

By: _____
Signature

Name: _____
Printed

Title: _____

Date: _____

* Effective July 1, 2018

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:

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 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.

