

**AGREEMENT RELATING TO PORTABLE RESTROOM FACILITIES  
FOR PENSACOLA BEACH PARKS (P.D. 22-23.058)**

**THIS AGREEMENT** is made and entered into by and between Escambia County, Florida, 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 XTREME Logistics, LLC (hereinafter referred to as “Contractor”), a Florida for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 81-2599450, whose principal address is 8668 Fowler Avenue, Pensacola, FL 32534.

**WITNESSETH:**

**WHEREAS**, on February 28, 2023, the County issued an Invitation to Bid (P.D. 22-23.058) seeking the services of a contractor to provide portable restroom facilities for public areas on Pensacola Beach; 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 services as set forth 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 will commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the term of this Agreement may be renewed for one additional twelve (12) month period. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid “Pensacola Beach Portable Restroom Facilities (Re-Solicit),” Specification No. P.D. 22-23.058*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced in this Agreement, the terms of this Agreement shall prevail.
4. **Ownership.** All equipment/units Contractor furnishes to the County for the performance of this Agreement will remain Contractor’s property, and the Contractor shall remain solely liable for any loss, damage, theft, or wear and tear that may occur during the term of the Agreement. Upon the expiration or termination of this Agreement, Contractor shall promptly remove all such equipment/units from County property and restore the premises to the original condition.
5. **Compensation.** In exchange for Contractor’s provision of the scope of services referenced in Section 3 above, County shall pay Contractor as provided in the Contractor’s bid form attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies,

equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this Agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted prices and discounts, Contractor will be liable for any and all overage charges.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

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

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.

7. Termination. This Agreement may be immediately terminated for cause by the County or for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. 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.

9. 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 aggregate coverage limit;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits/\$2,000,000 aggregate coverage limit for all hired, owned, and non-owned vehicles;
- (c) Pollution/Environmental Impairment Liability with \$1,000,000 per occurrence/\$2,000,000 aggregate coverage limit; and
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 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 conduct 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 Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation). Certificates of Insurance shall be provided to the Office of Purchasing prior to commencement of any 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.

10. 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.

11. 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:

To: XTREME Logistics Gulf Coast, LLC  
Attention: Joseph F. Nelson, Jr  
8668 Fowler Avenue  
Pensacola, Florida 32534

To: 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.

12. 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.

13. 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.

**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**

14. 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.

15. Amendment. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 C.F.R. §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for immediate suspension until the deficiency is corrected.

17. Employment Eligibility Verification (E-VERIFY). 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>.

18. Permits, Licenses, and Taxes. All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the contract was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the Agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the Agreement. Contractor shall pay all applicable sales, consumer, use, and other similar taxes associated with the performance of this agreement.

19. Assignment. 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.

20. 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.

21. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

22. 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.

**[SIGNATURE PAGE TO FOLLOW]**

**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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 03-27-2023

  
\_\_\_\_\_  
Witness

**CONTRACTOR: XTREME LOGISTICS GULF  
COAST, LLC**

By:   
\_\_\_\_\_  
Joseph F. Nelson, Jr.

Its: Managing Member

Date: 03/27/2023

Karran Barrham  
\_\_\_\_\_  
Witness



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**

**Pensacola Beach Portable Restroom Facilities (Re-Solicit)  
SPECIFICATION NUMBER PD 22-23.058**

<b><u>Bids will be received until:</u></b> March 14, 2023 at 9:30 AM CT	<b><u>Pre-Solicitation Conference:</u></b> None
<p>Upload Via <a href="#">Vendor Registry</a></p> <p>Bid Opening Audio &amp; Video: <a href="#">Click Here</a>          Bid Opening Audio Only: (863) 333-5817          Conference ID: 507 080 014#</p>	

**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:**

Angela Jones  
Purchasing Coordinator  
Tel: 850-595-4953  
Email: [ajjones@myescambia.com](mailto:ajjones@myescambia.com)

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

## Memorandum

TO: All Interested Firms DATE: February 28, 2023

FROM: Escambia County Office of Purchasing

SUBJECT: **22-23.058 Pensacola Beach Portable Restroom Facilities (Re-Solicit)**

Notice is hereby given that the Escambia County Board of County Commissioners will receive sealed bids for supplying, including delivery and removal as needed, and cleaning (3x per week for Peak season and 2x per week for Off Peak Season) approximately 16 units on Pensacola Beach. Eleven (11) of the 16 units should be handicapped units and five (5) should be single units placed at the locations listed below. This number may fluctuate, and locations may be added, changed, or removed.

Any damaged units that need repair or replacement due to weather is the vendor's responsibility at their expense. Also, general wear and tear, along with vandalism, will be the vendor's responsibility to repair or replace at their expense.

### **Proposed schedule**

Invitation to Bid Published	<b>February 28, 2023</b>
Pre-Solicitation Conference	<b>None</b>
Deadline for Questions	<b>March 6, 2023 / 5:00 PM CT</b>
Bids Due	<b>March 14, 2023 / 9:30 AM CT</b>

This Bid Opening will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

- To Download Microsoft Teams: [Click Here](#)
- Microsoft Teams Tutorials: [Click Here](#)

In an effort to efficiently serve all meeting attendees, no meeting time will be dedicated to assisting firms attempting to log into the meeting.

All bids must be uploaded via the Vendor Registry system and **must be received by 9:30 AM CT on March 14, 2023** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. Offers by email, facsimile, or telephone will NOT be accepted. All proposals shall be uploaded in the County's Vendor Registry, using the naming convention "**PD 22-23.058 [Firm Name]**."

Specifications may be secured by download from the Escambia County Website: [Escambia County Solicitations \(myescambia.com\)](https://www.myescambia.com) Questions concerning this request should be directed to the Escambia County Purchasing Office in writing to Angela Jones at [ajjones@myescambia.com](mailto:ajjones@myescambia.com) prior to **5:00 PM CT. on March 6, 2023.**

Escambia County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not



discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

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: **Pensacola Beach Portable Restroom Facilities (Re-Solicit)**

Solicitation # PD **22-23.058**

Date of Bid Opening **March 14, 2023** Time: **9:30 AM CT**

- \_\_\_ Bid Package with naming convention "PD 22-23.058 Firm Name"
- \_\_\_ Bid Submittal Checklist inserted as first page of Bid Package
- \_\_\_ Signed Bid Form
- \_\_\_ Schedule of Values, Unit Pricing
- \_\_\_ References form
- \_\_\_ 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 an online submission with documents in the order they appear on this form. (All Required Docs Under Escambia County Documents and Forms Page)**

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SCOPE OF WORK

This Page Intentionally Left Blank

Pensacola Beach is eight miles end to end.

The selected Vendor will supply, including delivery and removal as needed, approximately 16 units at the locations listed below. Eleven (11) of the 16 units should be handicapped units and five (5) should be single units placed at the locations listed below. This number may fluctuate, and locations may be added, changed, or removed.

Any damaged units that need repair or replacement due to weather is the vendor's responsibility at their expense. Also, general wear and tear, along with vandalism, will be the vendor's responsibility to repair or replace at their expense.

- All units must be cleaned **twice** a week during *off peak season*, **November through February**. The service days will be Mondays and Fridays.
- All units must be cleaned **three** times a week during our *peak season*, **March through October**. The service days will be Mondays, Wednesdays, and Fridays.

In the event of a county emergency or severe weather event, it is the vendor's responsibility to secure all units to an appropriately secure location. Vendor will be given a range of 1–24-hour notification for removal. Once notified to remove units in the event of impending severe weather or other county emergency (i.e., Hurricane, Tropical Storm), this service will be completed at the vendors expense. Additionally, vendor will be given 1–48-hour notification, once notified of requested additional units to deliver to determined location after a county emergency or severe weather event.

**Pensacola Beach Portable Toilet Locations, Type, & Service Frequency**

We have 11 handicapped Units and 5 single units in various places on our Island. Unit numbers may fluctuate, and locations may be added, changed, or removed.

<b>Location Name</b>	<b>Address</b>	<b>Qty of Handicap Accessible</b>	<b>Qty of Regular Port. Toilets</b>	<b>X's per week Service Nov.-Feb.</b>	<b>X's per week Service March-Oct.</b>
Pensacola Beach	Park West North Parking lot Sound Side	1	1	2	3
Pensacola Beach	Park West South Parking Lot Gulf Side	1	1	2	3
Pensacola Beach	Dog Park West Parking Lot B	1		2	3
Pensacola Beach	Cowley Park 900 Block of Via DeLuna	1		2	3
Pensacola Beach	Allen Way Parking Lot 27A	1		2	3
Pensacola Beach	Portifino Parking Lot 27B	1		2	3
Pensacola Beach	Dog Park east Parking Lot 28B	1	1	2	3
Pensacola Beach	Parking Lot 29A	1	1	2	3
Pensacola Beach	Park east Parking Lot G 29B	1		2	3
Pensacola Beach	Park east Parking Lot H 29C	1	1	2	3
Pensacola Beach	Bob Sikes South Fishing Pier	1		2	3
	<b>Totals</b>	<b>11</b>	<b>5</b>		

# **SOLICITATION SUBMISSION INFORMATION**

This Page Intentionally Left Blank

## **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: Angela Jones at [ajjones@myescambia.com](mailto:ajjones@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 (12) months. The contract may be renewed for one additional twelve (12) month period, up to a maximum twenty-four (24) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an 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.

### **Option to Extend the Term of the Contract**

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.

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.

# EXHIBITS

This Page Intentionally Left Blank

## **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 leasehold and broad form property damage coverages. 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.

4) If contract involves potential pollution risk to the environment from working in, on or beneath the surface of the land (or water) or involves a system such as HVAC or refrigeration that contains a potential pollutant, coverage for **Contractor's Pollution Liability** is required. Policy should cover the Offeror's completed operations and be required to remain in effect up to the statute of repose after project completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials or other irritants, contaminants, or pollutants, including asbestos. If the coverage is written on a claims-made basis, the Offeror warrants that any retroactive date on the policy applicable to this project precedes the effective date of this contract. Limits for Contractor's Pollution Liability should be at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate but should be increased to reflect the scope and potential severity of the project. If the project involves extensive underground work or near utility lines it should be reflected with requirements for higher limits, for example \$3,000,000 or \$5,000,000.

#### **C. Indemnification (to be included in all submission documents)**

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.



#### **D. 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: Jeff Lovingood  
Office of Purchasing  
213 Palafox Place 2nd Floor  
Pensacola, FL 32591  
Email: [Purchasing@myescambia.com](mailto: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](mailto: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

This Page Intentionally Left Blank

**SIGN AND RETURN THIS FORM WITH YOUR BID\***

**SOLICITATION, OFFER, AND BID FORM**

Submit Offers to: <b>Angela Jones</b> <b>Purchasing Coordinator</b> Office of Purchasing, 2 <sup>nd</sup> Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4953 Email: <a href="mailto:ajjones@myescambia.com">ajjones@myescambia.com</a>	<b>ESCAMBIA COUNTY, FLORIDA</b>  <b>Invitation to Bid</b>  <b>Pensacola Beach Portable Restroom Facilities (Re-Solicit)</b>  <b>Solicitation Number PD</b>  <b>22-23.058</b>
---	--

**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: (____) _____  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.	Reason for No Offer _____  Bid Bond Attached: \$ <u>  N/A  </u>  _____ (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>
--	--

(Bid Form Continued on following page)

<b>Standard Unit Description</b>	<b>Weekly Rate</b>
Standard Unit – 2 x week cleaning	
Standard Unit – 3 x week cleaning	
Handicapped Unit – 2 x week cleaning	
Handicapped Unit – 3 x week cleaning	

(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:** \_\_\_\_\_

**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 22-23.058, Pensacola Beach Portable Restroom Facilities (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: \_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

## 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 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.



**SIGN AND RETURN THIS FORM WITH YOUR BID\***

**SOLICITATION, OFFER, AND BID FORM**

Submit Offers to: <b>Angela Jones</b> <b>Purchasing Coordinator</b> Office of Purchasing, 2 <sup>nd</sup> Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4953 Email: <a href="mailto:ajjones@myescambia.com">ajjones@myescambia.com</a>	<b>ESCAMBIA COUNTY, FLORIDA</b>  <b>Invitation to Bid</b>  <b>Pensacola Beach Portable Restroom Facilities (Re-Solicit)</b>  <b>Solicitation Number PD</b>  <b>22-23.058</b>
---	--

**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: (\_\_\_\_) \_\_\_\_\_

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.

**Reason for No Offer**  
\_\_\_\_\_

**Bid Bond Attached:**  
\$ N/A

Joseph Nelson *Managing Member*  
 (Name and Title of Person Authorized to Sign Offer)

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

*\* Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

(Bid Form Continued on following page)

Standard Unit Description	Weekly Rate
Standard Unit – 2 x week cleaning	\$42.50
Standard Unit – 3 x week cleaning	\$63.75
Handicapped Unit – 2 x week cleaning	\$75.00
Handicapped Unit – 3 x week cleaning	\$112.50

(END OF BID FORM)