



**ESCAMBIA SHERIFF'S OFFICE**  
**INVITATION TO BID**  
**BIDDER'S CHECKLIST**  
**CBD EXERCISE YARDS FENCE REINFORCEMENT, BID #SO-2009-01**

**HOW TO SUBMIT YOUR BID**

Please review this document carefully. Offers that are accepted by the Sheriff are binding contracts. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** The Office of Purchasing shall receive all documents and submittals on or before the date and hour specified for receipt. Late bids will be returned unopened.

Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

ACKNOWLEDGMENT FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)  
BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

1. DRUG FREE WORKPLACE FORM
2. INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
3. CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
4. OCCUPATIONAL LICENSE
5. FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)
6. WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER ACKNOWLEDGMENT FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER ACKNOWLEDGMENT FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY  
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA SHERIFF'S OFFICE**  
**INVITATION TO BIDDERS**  
**CBD EXERCISE YARDS FENCE REINFORCEMENT**  
**SPECIFICATION NO: SO-2009-01**

BIDS WILL BE RECEIVED UNTIL: 1:00 P.M. CDT, FRIDAY, APRIL 3, 2009  
OFFICE OF PURCHASING  
1700 W LEONARD ST, PENSACOLA, FL 32501  
PO BOX 18770, PENSACOLA, FL 32523-8770  
BIDS WILL BE OPENED AT 2:00 P.M. CDT, FRIDAY, April 3, 2009

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**ACKNOWLEDGMENT FORM**

**ESCAMBIA SHERIFF'S OFFICE**

**SUBMIT OFFERS TO:**

Kellie D. Gore  
Purchasing Specialist  
1700 W Leonard St, Purchasing Office, Pensacola, FL 32501  
Post Office Box 18770, Pensacola, FL 32523-8770  
Phone (850) 436-9534

**INVITATION TO BID**

AVAILABILITY DATE: WEDNESDAY, March 20, 2009  
OFFERS WILL BE RECEIVED UNTIL 1:00 p.m. CDT, Friday, April 3, 2009, AND MAY NOT BE WITHDRAWN WITHIN 90 DAYS AFTER SUCH DATE AND TIME.

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

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

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

**REASON FOR NO OFFER:**

**BID BOND ATTACHED**  
**\$** \_\_\_\_\_

**POSTING OF SOLICITATION TABULATIONS**

**Solicitation** tabulations with recommended awards will be posted for review by interested parties at the Escambia Sheriff's Office, Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia Sheriff's Office Policy.

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 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 Sheriff's Office, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia Sheriff's Office 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 Sheriff's Office, Florida. At the Sheriff's Office discretion such assignment shall be made and become effective at the time the Escambia Sheriff's Office tenders final payment to the offeror.

Name and Title of Person Authorized to Sign (Typed or Printed)

Signature of Person Authorized to Sign Offer (manual)

**NOTE:**

Upon certification of award the President or Vice-President shall sign the contract. 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.

**CONTRACTOR**

**ESCAMBIA SHERIFF'S OFFICE**

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

\_\_\_\_\_

\_\_\_\_\_

Name of Contractor

by: \_\_\_\_\_  
Purchasing Manager Date

By: \_\_\_\_\_  
Signature of Person Authorized to Sign Date

Attest: \_\_\_\_\_  
(Corporate Secretary) Date

Attest: \_\_\_\_\_  
(Notary) Date

**BID FORM**  
**Specification Number SO-2009-01**  
**CBD EXERCISE YARDS FENCE REINFORCEMENT**  
Bids will be opened at 2:00 p.m. CDT, Friday, April 3, 2009

Escambia Sheriff's Office  
1700 W Leonard St  
Pensacola, FL 32501

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

Sheriff:

In accordance with your "Invitation for Bids" and "Instructions to Bidder" for replacing a 1200' section of fence at the "Pear" section at the CBD for the Escambia Sheriff's Office as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide the fence at the following price.

**ITEM SPECIFICATIONS:**  
**CBD EXERCISE YARD FENCE REINFORCEMENT**

**Approximately 1200' of 10' high Galvanized flattened expanded metal fencing around 6(six) exercise yards. Install with heavy industrial galvanized tensioner bands on all rails and posts to top of each enclosure, with all washers, bolt, and nuts to be galvanized or stainless steel, and peened on side of rail away from occupied side of fence. All existing bolts to be peened.**

**(Vendor may put their additional specifications here)**

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\$ \_\_\_\_\_

**CONTRACTOR REQUIREMENTS**

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

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Fencing is to be installed within a reasonable amount of time, determined by the Escambia Sheriff's Office Purchase Order requirement date.

Purchasing Agreements with Other Government Agencies:

Accept provisions of purchase agreement with other governmental agencies     yes     no

\_\_\_\_\_  
**Signature**

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Bidder: \_\_\_\_\_

Occupational License No. \_\_\_\_\_

By: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Person to contact concerning this bid:  
\_\_\_\_\_

Phone/Toll Free/Fax # \_\_\_\_\_  
\_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_\_ 2% 10<sup>th</sup> Prox \_\_\_\_\_

E mail address: \_\_\_\_\_

Home page address: \_\_\_\_\_

Will your company accept Escambia Sheriff's Office  
Direct Vouchers" Yes \_\_\_\_\_ No \_\_\_\_\_

Person to contact for emergency service:  
\_\_\_\_\_

Permits/Fees required for this project:

Person to contact for disaster service:  
\_\_\_\_\_

Permit \_\_\_\_\_ Cost \_\_\_\_\_  
\_\_\_\_\_ None Known \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone/Cell Phone \_\_\_\_\_

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

- 1.
- 2.
- 3.

**DRUG-FREE WORKPLACE FORM**

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

(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction
- 5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

- \_\_\_\_\_ as the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.
- \_\_\_\_\_ as the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror’s Signature**

\_\_\_\_\_  
**Date**

**INFORMATION SHEET  
FOR TRANSACTIONS AND CONVEYANCES  
CORPORATION IDENTIFICATION**

The following information will be provided to the Escambia Sheriff's Office for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc, is exactly as registered with the state or federal government.

(Please Circle One)

**Is this a Florida Corporation** **Yes** **or** **No**

**If not a Florida Corporation**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** **“For Profit”** **or** **“Not for Profit”**

**Is it in good standing:** **Yes** **or** **No**

**Authorized to transact business  
in Florida:** **Yes** **or** **No**

State of Florida Department of State Certificate of Authority Document No: \_\_\_\_\_

**Does it use a registered fictitious name:** **Yes** **or** **No**

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.)

(Spelled exactly as it would appear on the instrument)  
**Title of the individual named above whom will sign on behalf of the company:**

\_\_\_\_\_

END

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(850-436-9534) Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



**ESCAMBIA SHERIFF'S OFFICE, ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and  
CONDITIONS**

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Acknowledgment Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia Sheriff's Office Florida, an authorized representative of the Sheriff's Office shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

1. **Sealed Solicitations** All solicitation forms and this form shall be executed and submitted in a sealed envelope. **(Do not include more than one solicitation per envelope.)** The face of the envelope shall contain, the address, the date and time of the solicitation opening and the solicitation number. Solicitations not submitted on attached solicitation form shall be rejected. All solicitations are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **Execution of Solicitation** Solicitations shall contain manual original signature of authorized representative in the space provided. Solicitation shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his solicitation price shall be initialed. The company name and Federal Employer Identification Number (FEIN) shall appear on each solicitation.
3. **No Offer** If not submitting an offer, respond by returning only the acknowledgment form, marking it "NO BID/PROPOSAL", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the solicitation mailing list. NOTE: To qualify as a respondent, offeror shall submit a "NO BID/PROPOSAL", and it shall be received no later than the stated solicitation opening date and hour.
4. **Solicitation Opening**  
Shall be public and unless otherwise stated in the solicitation, immediately following the time "OFFERS WILL BE RECEIVED UNTIL" as stated on the acknowledgment form. It is the vendor's responsibility to assure that their offer is delivered at the proper time and location stated on the solicitation. Offers which for any reason are not so delivered will not be considered. Offers by telegram, telephone or fax are not acceptable. Offers may not be altered after the time specified as "OFFERS WILL BE RECEIVED UNTIL" has passed. Note: Solicitation files may be examined during normal working hours in accordance with Chapter 119, Florida Statutes (F.S.), Public Records. Bid/Proposal Tabulations may be viewed at the Escambia Sheriff's Office Purchasing Office.
5. **Prices, Terms and Payment** Firm prices shall be provided and include all packing, handling, shipping charges and delivery to any point within Escambia County, Florida.
  - 5.01 **Taxes** Escambia Sheriff's Office does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of county owned real property.
  - 5.02 **Discounts** Discounts for prompt payments shall not be considered in determining the lowest net cost for solicitation evaluation purposes except in cases of tie solicitations.
  - 5.03 **Mistakes** Vendors are expected to examine the specifications, delivery schedule, solicitation prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extension the unit price will govern.

- 5.04 **Condition and Packaging** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be a new, current standard production model available at the time of the solicitation. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 5.05 **Safety Standards** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- 5.06 **Invoicing and Payment** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES: Payment shall be made in accordance with Chapter 218.74, F. S. Florida Prompt Payment Act.

- 5.07 **Annual Appropriations** Escambia Sheriff's Office's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.
- 6. **Additional Terms and Conditions** No additional terms and conditions included with the solicitation response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the vendor's authorized signature affixed to the solicitation acknowledgment form attests to this.
- 7. **Manufacturers' Name and Approved Equivalents** Any Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). MEASUREMENTS: Customary measurements appearing in these specifications are not intended to preclude solicitations for commodities with metric measurements. If solicitations are based on equivalent products, indicate on the solicitation form the manufacturer's name and number. Vendor shall submit with his solicitation, cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous solicitation will not satisfy this provision. Escambia Sheriff's Office reserves the right to determine acceptance of item(s) as an approved equivalent. Solicitations which do not comply with these requirements are subject to rejection. Solicitations lacking any written indication of intent to provide an alternate brand will be received and considered incomplete compliance with the specifications as listed on the solicitation form. The Office of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Sheriff's Office unless evidenced by a Change Notice issued and signed by the Purchasing Manager.
- 8. **Interpretations/Disputes** Any questions concerning conditions and specifications, including, but not limited to, protests of the terms, specifications and conditions of the Solicitation, shall be directed in writing to this office for receipt no later than five (5) days prior to the solicitation opening. Inquiries shall reference the date of solicitation opening and solicitation number. No interpretations shall be considered binding, unless provided in writing by Escambia Sheriff's Office in response to requests in full compliance with this provision.
- 9. **Conflict of Interest** The award hereunder is subject to the provisions of Chapter 112, F.S.
- 10. **Awards** As the best interest of the Sheriff's Office may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in offers received. When it is determined there is competition to the lowest responsible and responsive offeror, evaluation of other offers is not

required. All awards made as a result of this solicitation shall conform to applicable Florida Statutes and County Ordinances.

11. **Nonconformance to Contract Conditions** Items may be tested for compliance with specifications by a testing laboratory acceptable to the Sheriff's Office. The Sheriff's Office may require the vendor to reimburse them for costs incurred by the Sheriff's Office in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs should the items fail testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in solicitation and/or purchase order may result in offeror being found in default in which event any and all reprourement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
  - 11.01 Vendors name being removed from the Office of Purchasing vendor mailing list.
  - 11.02 The Sheriff's Office not doing business with the Vendor until such time as the Sheriff's Office has been reimbursed for all reprourement costs.
12. **Inspection, Acceptance and Title** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the Sheriff's Office, unless loss or damage results from negligence by the Sheriff's Office. The contract supplier shall be responsible for filing, processing, and collecting all damage claims. However, to assist him in the expeditious handling of damaged claims, the Sheriff's Office will:
  - 12.01 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - 12.02 Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
  - 12.03 Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
  - 12.04 Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **Governmental Restrictions** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this solicitation prior to their delivery, it shall be the responsibility of the supplier to notify the Office of Purchasing at once, indicating in his letter the specific regulation which required an alteration. The Sheriff's Office reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the Sheriff's Office.
14. **Legal Requirements** Applicable provisions of all Federal, State, County and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all offers received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an offer response hereto and Escambia Sheriff's Office by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any offeror shall not constitute a cognizable defense against the legal effect thereof.
15. **Patents and Royalties** The offeror, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the offeror. The offeror has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the Sheriff's Office's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the offeror full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the

alternatives are reasonably available, the Sheriff's Office agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the offeror uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the offered prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

16. **Price Adjustments** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the Sheriff's Office. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not acceptable.
17. **Cancellation** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Chapter 287.042(2) (b) and (c), F.S. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
18. **Abnormal Quantities** Should any unusual or abnormal quantity requirements arise, then the Sheriff's Office reserves the right to solicit separate offers thereon.
19. **Advertising** In submitting an offer, offeror agrees not to use the results therefrom as a part of any commercial advertising.
20. **Assignment** Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Sheriff's Office.
21. **Liability** The supplier shall hold and save Escambia Sheriff's Office, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
22. **Facilities** The Sheriff's Office reserves the right to inspect the offeror's facilities at any reasonable time with prior notice.
23. **Distribution of Certification of Contract** One (1) copy of the Certification of Contract shall be furnished to each contractor as a result of this solicitation. It shall be the contractor's responsibility to reproduce and distribute copies of this certification to all distributors listed in this solicitation who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this certification by the contractor without prior approval of the Office of Purchasing.
24. **The Successful Offeror(s) shall Provide** A copy of any product literature and price list, in excellent condition at time of offer.
25. **Addition/Deletion of Items** The Office of Purchasing reserves the right to add to or delete any item from this solicitation or resulting contract when deemed to be in the Sheriff's Office's best interest.
26. **Ordering Instructions** Manufacturers are encouraged to offer direct or through distributors who will accept orders and complete deliveries. Offeror shall include complete and detailed ordering instructions, including FEIN for invoicing distributors, with the offer on the form provided.
27. **Public Records** Any material submitted in response to this solicitation will become a public document pursuant to Chapter 119.07, F.S. This includes material which the responding offeror might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission pursuant to Chapter 119.07, F.S.
28. **Delivery** Delivery shall be Monday through Friday, 8:00 a.m. 4:30p.m., excluding County Holidays, unless otherwise specified. Unless actual date is specified, show number of days required to make delivery after receipt of purchase order in space provided. The Sheriff's Office may utilize Delivery time for the basis of award.
29. **Samples** Samples of items, when called for, shall be furnished at no expense to the Sheriff's Office. If not destroyed in evaluation process and upon written request, shall be returned at the offeror's expense. Each sample provided, shall be labeled with offeror's name, manufacturer's brand name and serial number (as appropriate), solicitation number and item reference. Request for return of samples shall be accompanied by

instructions which include shipping authorization and name of carrier, shall be received within 10 days after solicitation opening date. If instructions are not received, items become the sole property of the Sheriff's Office and may be disposed of at the discretion of the Sheriff's Office.

30. **Additional Quantities** For a period not exceeding one hundred eighty (180) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities at the prices offered in this solicitation. If additional quantities are not acceptable, the Bid/Proposal Form shall be annotated "OFFER IS FOR SPECIFIED QUANTITY ONLY".
31. **Service and Warranty** Unless otherwise specified, the offeror shall define any warranty service and replacements that will be provided at no cost to the Sheriff's Office during and subsequent to this contract. Offerors shall explain on an attached sheet to what extent warranty and service facilities are provided.
32. **Default** Failure to perform according to this solicitation and/or resulting contract may be cause for Default and any and all reprourement costs may be charged against the awarded vendor. Any violations of these stipulations may also result in:
  - 32.01 Vendors name being removed from the Office of Purchasing vendor mailing list.
  - 32.02 The Sheriff's Office not doing business with the Vendor prior to reinstatement to the Office of Purchasing vendor mailing list in accordance with the Sheriff's Office Purchasing Policy .
33. **Equal Employment Opportunity** In connection with the carrying out of any project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap.
34. **Florida Preference** Chapter 287.084 , F.S. Preference to Florida businesses, When the lowest most responsible and most responsive offer is by a offeror whose place of business from where he offers is in a state which grants a preference for the purchase of personal property to a person whose place of business is in such state, then the preference may be given to the lowest most responsible and most responsive offeror having a place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest most responsible and most responsive offeror has his place of business. However, this section shall not apply to projects for which federal aid funds are available. This section may be waived by the Escambia Sheriff's Office. **All solicitations shall require any offeror whose place of business is outside the State of Florida to accompany any written bid/proposal form with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its business entities whose places of business are in that foreign state in the letting of any or all public contracts.** The failure of any such offeror to accompany its bid/proposal forms with such a written opinion may result in the rejection of the offer submitted by such offeror.
35. **Contractor Personnel** The Sheriff's Office shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the Sheriff's Office reasonably rejects staff or subcontractors, the contractor shall provide replacement staff or subcontractors satisfactory to the Sheriff's Office in a timely manner and at no additional cost to the Sheriff's Office. The day-to-day supervision and control of the contractor's employees and subcontractors is the responsibility solely of the contractor.

The names and address of the proposed subcontractors to be utilized in this project are to be listed on the contractor's bid/proposal form.

Contractors who are suspended or debarred are restricted from subcontracting.

36. **Award** The Sheriff's Office reserves the right to accept or reject any and all offers and to make award to the lowest most responsive and most responsible offeror(s) whose offer meets the requirements and criteria set forth in the solicitation and whose award will, in the opinion of the Sheriff's Office, be in the best interest of and most advantageous to the Sheriff's Office. The Escambia Sheriff's Office reserves the authority to accept or reject any award relating to this solicitation.

Factors to be considered in determining whether the standard of responsibility has been met shall include but not limited to:

- 36.01 Vendor shall have available appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirement;
- 36.02 Vendor shall have a satisfactory record of performance;
- 36.03 Vendor shall have a satisfactory record of integrity;
- 36.04 Vendor shall have qualified legally to contract with the Sheriff's Office; and
- 36.05 Vendor shall have supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance or organization papers required.

The prospective contractor/vendor shall supply information requested by the Sheriff's Office concerning the responsibility of such contractor/vendor. If such contractor/vendor fails to supply the requested information, the Sheriff's Office shall base the determination of responsibility upon any available information or may find the prospective contractor/vendor non-responsible if such information is not submitted within the time specified by the Sheriff's Office.

Award(s) resulting from this solicitation shall be subject to the provisions of Procedure PP-250, Vendor Performance Evaluations of the Purchasing Policies and Procedures of Escambia Sheriff's Office.

- 37. **Uniform Commercial Code** Chapter 672, F. S. The Uniform Commercial Code shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Escambia Sheriff's Office for any terms and conditions not specifically stated in this solicitation.
- 38. **Contractual Agreement** This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation document and response. Any and all legal action necessary to enforce the contract will be held in the Escambia Sheriff's Office and the contract will be interpreted according to the laws of Florida.
- 39. **Payment Terms/Discounts** The Sheriff's Office's payment terms are net thirty (30) days. Cash discounts for prompt payment will not be considered in determining the lowest net cost for offer evaluation purposes except in cases of tie offers.
- 40. **Improper Invoice; Resolution of Disputes** In any case, in which an improper original invoice is submitted by a vendor, the Sheriff's Office shall, within 10 days after the improper original invoice received by it, notify the vendor that the original invoice is improper and indicate what corrective action on the part of the vendor is needed to make the original invoice proper.

In the event a dispute occurs between a vendor and the Sheriff's Office concerning payment of an original invoice, such disagreement shall be finally determined by the Sheriff's Office as provided in Chapter 218.76, F.S.. The Sheriff's office will commence its dispute resolution no later than forty-five (45) days after the date on which the proper original invoice was received by the Sheriff's Office, and shall be concluded by final decision of the Sheriff's Office not later than 60 days after the date on which the proper original invoice was received by the Sheriff's Office. The dispute resolution shall not be subject to an administrative proceeding, pursuant to Chapter 120, F.S. and shall not constitute an administrative proceeding which prohibits a court from deciding any action arising out of the dispute. If the dispute is resolved in favor of the Sheriff's Office, then interest charges shall begin to accrue 15 days after the Sheriff's Office's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

- 41. **Public Entity Crimes** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Chapter 287.017, F.S. for a period of 36 months from the date of being placed on the convicted vendor list.

42. **Suspended and Debarred Vendors** Offers shall be received from only those contractors which are presently in good standing on the Sheriff's Office's vendor list.

By submitting an offer, the offeror certifies that it is not currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the Federal Government; and that it is not an agent of a person or entity that is currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida, or the Federal Government.

43. **Drug-Free Workplace** Chapter 287.087, F.S., Procurement of Personal Property and Services. Whenever two or more offers which are equal with respect to price, quality, and service are received by the Sheriff's Office for the purchase of commodities or contractual services, an offer received from a business that certifies that it complies fully with the requirements of the Drug-Free Workplace Program shall be given preference in the award process.

44. **Information Sheet for Transactions and Conveyances** The Information Sheet for Transactions and Conveyances Corporation Identification, shall be completed and submitted with offer. Information as provided may be verified through the Department of State.

45. **Copies** Copies of documents, records, materials, and/or reproductions shall be requested in accordance with Chapter 119, F.S., Public Records. Copyrighted materials may be inspected, but cannot be copied or reproduced per federal law.

46. **License and Certifications** Pursuant to Florida Statutes 205.042, 212.15(2), 212.19, 489, 607.0403, 07.1501, 607.1502 and Escambia County Code of Ordinances, Article III, Sec. 90-91 through 90-95:

The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation which evidence such qualifications with your response to this solicitation; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this solicitation; however, the Sheriff's Office may allow this responsiveness issue to be cured after submission of your offer within a reasonable period of time and prior to any recommendation for award. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

Failure to provide evidence of current licensure, certification or other evidence of legal authority to do business in the matters of this solicitation may render your offer non-responsive.

47. **Execution of Contract**

47.01 Subsequent to the date of award by the Escambia Sheriff's Office, at which time the principal and Sheriff's Office have reached a mutual agreement, and within ten (10) days after the prescribed forms of contract documents are presented for signature, the successful offeror shall execute and deliver to the owner a contract on the forms described within the offer documents in such number of counterparts as the owner may require.

47.02 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful offeror shall within the period specified above, furnish bond or bonds in a sum of at least the full amount of the contract as awarded, on the forms provided by the Sheriff's Office, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become indebted for all labor, materials, tools, equipment or services, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract. The date of the contract shall be the date of award by the Escambia Sheriff's Office at which time the principal and Sheriff's Office have reached a mutual agreement for projects thereto.

47.03 On each bond the rate of premium shall be stated, together with the total amount of the premium charged. The current Power of Attorney for the person who signs for any surety company shall be attached to such bond.

47.04 Separate performance and payment bonds equal to 100% of the contract amount shall be furnished at the time of signing the formal agreement.

Performance and payment bonds shall be reviewed by the Office of Purchasing to assure compliance, and then recorded in the Clerk of the Circuit Court Recording Office, 1st Floor, 223 Palafox Place, Pensacola, Florida by and at the expense of the contractor. The cost of recording is \$6.00 for the first page and \$4.50 for each additional page.

The Clerk of the Circuit Court Recording Office will provide an official receipt of the transaction to the contractor; and the contractor shall request that after all recording procedures are done that the completed original bond documents be sent to the Office of Purchasing at the Escambia Sheriff's Office.

The contractor shall present an original copy of the official recording receipt to the Escambia Sheriff's Office, Office of Purchasing, as evidence of having posted the required bonds.

47.05 The failure of the successful offeror to execute such contract and to supply the required bonds within such extended period as the Sheriff's Office may grant based upon reasons determined adequate by the Sheriff's Office, shall constitute a default, and the Sheriff's Office may either award the contract to the next responsible offeror or re-advertise for offers, and may charge against the offeror the difference between the amount of the offer and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid surety.

48. **Purchase Order** After the award of the contract or the decision to award an order, a purchase order for the goods or services listed in the Solicitation will be enclosed with the resulting contract or will be issued shortly thereafter and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated and assures distribution of necessary receiving reports.

The purchase order does not supersede any provisions of the standard form of agreement. Performance time and dates are determined solely by the contract and any modifications.

Services/supplies are not to begin until receipt of the purchase order or other notification by the Office of Purchasing.

Construction services are not to begin until receipt of the Notice to Proceed from the Contract Administrator.

49. **No Contingent Fees** The offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the offeror to solicit and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the offeror any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement. For the breach or violation of this provision, the Sheriff's Office shall have the right to terminate any resultant agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

50. **Solicitation Expenses** The Sheriff's Office accepts no responsibility for any expenses incurred by the offeror 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 offeror.



## SPECIAL TERMS AND CONDITIONS

The Escambia Sheriff's Office, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The Sheriff's Office reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

#### 1. General Information

All offers to be considered shall be in the possession of the Purchasing Office prior to the time of the solicitation closing. Offers may be mailed to 1700 W Leonard St, Pensacola, Florida 32501 or delivered to the Purchasing Office, 1st floor, Room 144, Kellie D. Gore, Escambia Sheriff's Office, 1700 W Leonard St, Pensacola, Florida 32501, in a sealed envelope clearly marked:

**Specification Number 2009-01, CBD Exercise Yards Fence Reinforcement, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the Sheriff's Office assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

**Escambia Sheriff's Office is seeking a qualified company to install approximately 1200' of fencing to reinforce the existing fences at 6 exercise yards at the CBD.**

#### 2. Procurement Questions

Procurement questions may be directed Kellie D. Gore, Purchasing Specialist (Telephone) (850) 436-9534 (Fax) (850) 436-9142. Technical questions may be directed to Lt. Fred Kennedy, CBD, (Telephone) (850) 436-95679181

#### 3. Bid Forms

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

#### 4. F.O.B. Point

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

#### 5. Delivery

Vendor shall install the fencing as required by Purchase Order and coordinated with the CBD personnel.

#### 6. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor. In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;
2. The known acute and chronic health effects of risks from exposure, including the medical

conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Payment**

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

Escambia Sheriff's Office  
Attn: Accounts Payable  
1700 W Leonard St  
Pensacola, FL 32523

8. **Information and Descriptive Literature**

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

9. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. **Samples/Demonstrations**

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

11. **Required Reports**

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

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

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

## Contract Information

### 13. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Escambia Sheriff's Office.
- B. The Sheriff's Office shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The Sheriff's Office retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

### 14. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the Sheriff's Office may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

### 15. Pricing

All items sold to the Sheriff's Office as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

### 16. Price Adjustment

The contract resulting from this Solicitation may include provisions for two (2), price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The Sheriff's Office's designated representative shall accept all price adjustments. Adjustment in price shall be accomplished by written addendum to this contract.

### 17. Purchasing Agreements with other Government Agencies

The Sheriff's Office will issue release (purchase) orders against the contract on an as needed basis. The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid form. Each governmental agency desiring to accept these offers, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

### 18. Ordering

The Sheriff's Office will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form. The Sheriff's Office can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

### 19. Award

Award shall be made on a lowest price per item basis. A vendor may be awarded one or more items from the bid list, and there may be more than one vendor being awarded a portion of the bid.

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the Sheriff's Office performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia Sheriff's Office may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the Sheriff's Office may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the Sheriff's Office may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

22. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia Sheriff's Office. The Sheriff's Office may return, for full credit, any unused items received which fail to meet the Sheriff's Office performance standards.

23. **Quantity**

Escambia Sheriff's Office reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all offeror's that these are only estimated quantities and the Sheriff's Office is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Insurance Requirements**

24. **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, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

25. **Insurance Required**

The contractor shall procure and maintain the following described insurance, except for overages specifically waived by the Sheriff's Office. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. These insurance requirements shall not limit the liability of the contractor.

The Sheriff's Office does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia Sheriff's Office as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the Sheriff's Office, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the Sheriff's Office and may be disapproved by the Sheriff's Office. They shall be reduced or eliminated at the option of the Sheriff's Office. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the Sheriff's Office, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13) (d) and 440.10(1) (g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Sheriff's Office acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee no ownership use.

**Excess or Umbrella Liability Coverage**

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

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the Sheriff's Office, certificates of insurance shall be accompanied by documentation that is acceptable to the Sheriff's Office establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. New certificates of insurance are to be provided to the Sheriff's Office at least 30 days prior to coverage renewals. Failure of the contractor to provide the Sheriff's

Office with such renewal certificates may be considered justification for the Sheriff's Office to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia Sheriff's Office is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia Sheriff's Office as the certificate holder as follows:

Escambia Sheriff's Office  
Attn: Kellie D. Gore  
P. O. Box 18770  
Pensacola, FL 32523-8770  
Fax (850) 436-9142

5. Indicate that the Sheriff's Office 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 Sheriff's Office, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein. If requested by the Sheriff's Office, 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 Sheriff's Office, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**26. Endorsements/Additional Insurance**

The Sheriff's Office may require the following endorsements or additional types of insurance.

**Termination/Adverse Change Endorsement**

All of contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the Sheriff's Office shall be notified at least 30 days in advance of cancellation, nonrenewable or adverse change.

**Property Coverage for Leases**

The contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance. Coverage shall also include continued full payment of rents to the Sheriff's Office for up to one year after damage or destruction of the property.

**27. Indemnification**

Contractor agrees to save harmless, indemnify, and defend Sheriff's Office and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of Sheriff's Office. Sheriff's Office and Contractor agree the first \$100.00 of the Contract Amount paid by Sheriff's Office to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of Sheriff's Office 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 Sheriff's Office, as well as provide a legal defense for the

Sheriff's Office, both of which will be done only if and when requested by the Sheriff's Office, for all claims made. Such payment on the behalf of the Sheriff's Office shall be in addition to any and all other legal remedies available to the Sheriff's Office and shall not be considered to be the Sheriff's Office exclusive remedy.

**SCOPE OF WORK**

The vendor will supply, deliver and install fencing to reinforce the existing fence at various exercise yards at the CBD.