

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**OFFICE OF PURCHASING**

213 PALAFOX PLACE § 2<sup>nd</sup> Floor  
PENSACOLA, FL 32502  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
TELEFAX (850)595-4805

<http://www.myescambia.com/Bureaus/ManagementServices/Purchasing.html>

Claudia Simmons  
Purchasing Manager



**CERTIFICATION OF CONTRACT**

**TITLE: Purchase of Fire Rescue Uniforms Contract**

**CONTRACT NO.: PD 10-11.048**

**AWARD DATE: June 16, 2011**

**EFFECTIVE DATE: (Term of Contract)**

**AWARD: The term of this contract is twelve (12) months with two (2) options for twelve (12) month extensions for a maximum of thirty-six (36) months**

**STATUS: (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)**

**CONTRACTOR (S): Bosso's Uniform Company Inc.**

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF LESTER L. BOYD, PURCHASING SPECIALIST, PH: (850) 595-4944 SUNCOM: (850) 695-4944; EMAIL: [lester\\_boyd@co.escambia.fl.us](mailto:lester_boyd@co.escambia.fl.us)**

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on (Month) (Date), (Year), a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of (**Service or Commodity**) as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

## ORDERING INSTRUCTIONS

### **BOSSO'S UNIFORM COMPANY INC.**

ALL ORDERS SHOULD BE DIRECTED TO: David A. Bosso

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: xx-xxx-7169

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 025101

VENDOR NAME: **Bosso's Uniform Company, Inc**

STREET ADDRESS OR P.O. BOX: 1114 West Government Street

CITY, STATE, ZIP CODE: Pensacola, FL

CONTACT PERSON: David A. Bosso, President

PHONE #: **(850) 438-7608**      TOLL FREE#:      FAX#: **(850) 434-6466**

E-MAIL ADDRESS: [dabosso@bellsouth.net](mailto:dabosso@bellsouth.net) or [www.bossouniform.com](http://www.bossouniform.com)

HOME PAGE ADDRESS:

EMERGENCY CONTACT PERSON: David A. Bosso

PHONE#: **(850) 438-7608**      CELL#: **(850) 434-6466**      PAGER#:

DISASTER SERVICE CONTACT PERSON: David A. Bosso

HOME ADDRESS:

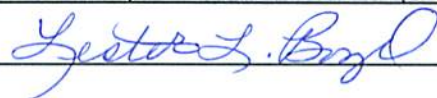
HOME PHONE#:      CELL#      PAGER#:

TERMS OF PAYMENT:      NET 30 DAYS   X   2% 10th PROX \_\_\_\_\_

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD:        X   Yes      \_\_\_\_\_ No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER:        X   Yes      \_\_\_\_\_ No

**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>		<b>DESCRIPTION: Purchase of Fire Rescue Uniforms Contract</b>					
		<b>ITB# PD 10-11.048</b>					
Bid Opening Time: 2:00 a.m. CDT Opening Date: 5/25/11 Opening Location: Rm 11.407							
<b>NAME OF PROPOSER</b>	<b>Cover Sheet/ Acknowl.</b>	<b>SEALED Bid Form</b>	<b>Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes</b>	<b>Drug-Free Workplace Form</b>	<b>Information Sheet for Transactions &amp; Conveyances Corporation ID</b>	<b>Certificate of Insurance / Certificate of Authority to do Business in the State of Florida</b>	<b>Approved Manufacturer's Brand, or Approved Alternates</b>
Azar's Uniforms 3839 North Monroe Street Unit 4 Tallahassee, FL 32303	X	X	X	X	X	X	NO
Bosso's Uniform Company Inc. 1114 West Government Street Pensacola, FL 32502	X	X	X	X	X	X	YES
<b>PROPOSALS OPENED BY:</b>		Lester L. Boyd, Purchasing Specialist      DATE: May 26 2011 					
<b>PROPOSALS TABULATED BY:</b>		Cynthia Smith, Senior Office Support Assistant      DATE: May 26, 2011					
<b>PROPOSALS WITNESSED BY:</b>		Cynthia Smith, Senior Office Support Assistant      DATE: May 26, 2011					

CAR DATE

06/16/11

BCC DATE

06/16/11

The Committee recommends to the BCC: To award a unit Price, Indefinite Quantity, Indefinite Delivery Contract to Bosso's Uniform Company Inc., for the above referenced project in a total amount of \$1,567.90

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

**ESCAMBI COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
PURCHASE OF FIRE RESCUE UNIFORMS CONTRACT  
SPECIFICATION PD 10-11.048**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR 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:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

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

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- 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 NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD 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 SOLICITATION, OFFER AND AWARD 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 COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**PURCHASE OF FIRE RESCUE UNIFORMS CONTRACT**

**SPECIFICATION NUMBER PD 10-11.048**

A Pre-Solicitation Conference will be held at 10:00 A.M. CDT, Tuesday, May 17, 2011 in the Office of Purchasing, Conference Room 11.407, Matt Langley Bell III Building, 213 Palafox Place, 2<sup>nd</sup> Floor Pensacola, Florida 32502

BIDS WILL BE RECEIVED UNTIL: 2:00P.M. CDT, Wednesday, May 25, 2011

**Office of Purchasing, Room 11.101  
Matt Langley Bell III Building  
213 Palafox Place, 2<sup>nd</sup> Floor,  
Pensacola, FL 32502**

**Board of County Commissioners**

Kevin W. White, Chairman  
Wilson B. Robertson, Vice Chairman  
Grover Robinson IV  
Gene Valentino  
Marie K. Young

**From:  
Claudia Simmons, Chief, Purchasing**

**Procurement Assistance:**

Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing, 2<sup>nd</sup> Floor  
Matt Langley Bell, III Building  
213 Palafox Place  
Tel: (850) 595-4944  
Fax: (850) 595-4805  
[Lester\\_Boyd@co.escambia.fl.us](mailto:Lester_Boyd@co.escambia.fl.us)

**Technical Assistance**

John L. Sims  
Support Operations Division Manager, Fire Rescue  
Escambia County Public Safety  
6575 North "W" Street  
Pensacola, Florida 32505-1714  
Tel: (850) 475-5530  
Fax: (850) 475-5535  
[Michael\\_weaver@co.escambia.fl.us](mailto:Michael_weaver@co.escambia.fl.us)

**SPECIAL ACCOMMODATIONS:**

**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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**NOTICE**

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

**Purchase of Fire Rescue Uniforms Contract  
PD 10-11.048**

**TABLE OF CONTENTS**

**Forms marked with an (\* Asterisk) must be returned with Offer.  
Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

	<u><b>Page</b></u>
Solicitation, Offer and Award Form *	3
Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	8
Drug Free Workplace Form **	10
Information Sheet for Transactions and Conveyances Corporation Identification **	11
List of General Terms and Conditions (Incorporated by Reference)	13
Special Terms and Conditions	15
Insurance Requirements	21
Uniform Specifications Plan	24

**SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**

**Claudia Simmons**  
**Chief, Purchasing**  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32597-1591  
Phone No: (850) 595-4980 Fax No: (850) 595-4805

**Invitation to Bid**  
**PURCHASE OF FIRE RESCUE**  
**UNIFORMS CONTRACT**  
**SOLICITATION NUMBER: PD 10-11.048**

**SOLICITATION**

MAILING DATE: Monday, May 9, 2011  
PRE-BID CONFERENCE: 10:00 a.m., CDT, Tuesday, May 17, 2011, Office of Purchasing, 2<sup>nd</sup> Flr, Room 11.407, 213 Palafox Place Pensacola, FL 32502  
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CDT, Wednesday, May 25, 2011 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the 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 Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_  
  
DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.  
  
VENDOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, ST. & ZIP: \_\_\_\_\_  
PHONE NO.: (\_\_\_\_) \_\_\_\_\_  
TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_  
FAX NO.: (\_\_\_\_) \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_  
  
REASON FOR NO OFFER: \_\_\_\_\_  
  
BID BOND ATTACHED \$ \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPED OR PRINTED)  
  
\*\*  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

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

**AWARD**

Upon certification of award the 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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

**CONTRACTOR**  
Name and Title of Signer (Type or Print) \_\_\_\_\_  
  
Name of Contractor \_\_\_\_\_  
  
By \_\_\_\_\_  
Signature of Person Authorized to Sign \_\_\_\_\_ Date \_\_\_\_\_  
  
ATTEST: \_\_\_\_\_  
Corporate Secretary \_\_\_\_\_ Date \_\_\_\_\_  
**[CORPORATE SEAL]**  
  
ATTEST: \_\_\_\_\_  
Witness \_\_\_\_\_ Date \_\_\_\_\_  
  
ATTEST: \_\_\_\_\_  
Witness \_\_\_\_\_ Date \_\_\_\_\_

**ESCAMBIA COUNTY FLORIDA**  
Name and Title of Signer (Type or Print) \_\_\_\_\_  
  
By \_\_\_\_\_  
County Administrator \_\_\_\_\_ Date \_\_\_\_\_  
  
WITNESS \_\_\_\_\_  
Date \_\_\_\_\_  
  
WITNESS \_\_\_\_\_  
Date \_\_\_\_\_  
  
Awarded Date \_\_\_\_\_  
  
Effective Date \_\_\_\_\_

**BID FORM**  
**Specification Number PD 10-11.048**  
**Purchase of Fire Rescue Uniforms Contract**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

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

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Purchase of Fire Rescue Uniform Contract** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

**DESCRIPTION**

**Pants:**

Tru-Spec / 65% polyester 35% cotton / 4 pocket pants / navy blue

**Price**

\_\_\_\_\_

Tru-spec / 65% polyester 35% cotton / 6 pocket pants / navy blue

\_\_\_\_\_

( EMS style pants )

Fechheimer / class "A" trousers / 100 % polyester

\_\_\_\_\_

**Duty Shirts / button front:**

Elbeco / Tex Trop / 100% polyester / French blue / short sleeve

\_\_\_\_\_

Elbeco / Tex Trop / 100% polyester / French blue / long sleeve

\_\_\_\_\_

Elbeco / Tex Trop / 100% polyester / white / short sleeve

\_\_\_\_\_

Elbeco / Tex Trop / 100% polyester / white/ long sleeve

\_\_\_\_\_

Elbeco / Tex Trop / 100% polyester / light blue / short sleeve

\_\_\_\_\_

Elbeco / Tex Trop / 100% polyester / light blue / long sleeve

\_\_\_\_\_

Tru-spec/Polo Style Shirt/60% cotton 40% polyester/Mic clip/pen holder/white

\_\_\_\_\_

Tru-spec/Polo Style Shirt/60% cotton 40% polyester/Mic clip/pen holder/Heather Grey

\_\_\_\_\_

Tru-spec/Polo Style Shirt/60% cotton 40% polyester/Mic clip/pen holder/  
Academy Blue

\_\_\_\_\_

**Shorts:**

MOCEAN 6 pocket shorts

( navy blue / beach crews )

Reflective stripe on pockets

---

Propper / 65% polyester 35% cotton / 6 pocket shorts

( navy blue / EMS style )

---

**Belts:**

Courtland 1 1/2" plain black leather

( nickel or brass buckle )

---

Courtland 1 1/2" clarion black leather ( nickel or brass buckle )

---

**Jacket / Windbreaker:**

Horacesmall jacket / navy blue

---

Windbreaker jacket / Auburn Sport /Navy

---

Fechheimer / class "A" blazer / 100 % polyester

---

**Misc equipment, clothing, and services:**

Zipper sewn into duty shirt / button front

---

ECFR, EMT, Paramedic patch sewn on shirt

---

ECFR, EMT, Paramedic patch sewn on jacket

---

Tie / Uniform Cravats / 100% polyester / black

---

EMS duty belt ( nylon / black )

---

Bates hi gloss oxfords

---

Cap snake / silver or gold

\_\_\_\_\_

Job shirt / Charles River Apparel / 80% cotton 20% polyester / non-denim ( embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back )

\_\_\_\_\_

Job shirt / Charles River Apparel / 80% cotton 20% polyester / denim collar and elbow pads / ( embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back )

\_\_\_\_\_

Work-out shorts with pockets / Anvil / Cotton deluxe 100% pre-shrunk cotton / navy blue / ( screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left lower leg )

\_\_\_\_\_

Sweatpants / 100% pre-shrunk cotton / navy blue ( screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left leg )

\_\_\_\_\_

Ball cap / Flexfit / 83% acrylic 15% wool 2% spandex / ( embroidered with ECFR 1 3/4" letters on front )

\_\_\_\_\_

Midway cap / N.Y. Bell cap / white or navy blue

\_\_\_\_\_

Jumpsuit / Red Kap / 65% polyester 35% cotton / navy blue / (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back )

\_\_\_\_\_

Bennie cap / navy blue / (embroidered with ECFR 1 3/4" letters on front)

\_\_\_\_\_

TOTAL LISTED PRICE: \_\_\_\_\_

**Service:**

Return service must be in a reasonable amount of time. If items are received by the purchaser and are altered incorrectly or damaged, ECFR requires the items to be corrected or replaced as needed and returned in 5 to 7 business days. Some items may be time sensitive due to special details or funeral services. A local vendor would also reduce the postage or fuel costs to get the items returned.

**CONTRACTOR REQUIREMENTS**

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

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

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

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority

Document Number \_\_\_\_\_

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

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

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

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

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

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

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

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

Person to contact concerning this bid:

Terms of Payment

Phone/Toll Free/Fax

(Check one) Net 30 Days \_\_\_ 2% 10th Prox \_\_\_

# \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_ No \_\_\_.

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

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_ No \_\_\_.

Person to contact for emergency service:

County Permits/Fees required for this project:

Phone/Cell/Pager #: \_\_\_\_\_

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

Person to contact for disaster service:

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

Home Phone/Cell/Pager #: \_\_\_\_\_

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

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

Purchasing Agreements with Other Governmental Agencies

Accept provisions of purchase agreement with other governmental agencies [ ] Yes [ ] No

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

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



1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**,

means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

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

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 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 County Legal Department 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.

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

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

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

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

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

State of Florida Department of State Certificate of Authority Document 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)

Corporate Identification

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

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

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

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

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award 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 County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.co.escambia.fl.us/purchasing>  
Click on **ON-LINE SOLICITATIONS**

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

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

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

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its 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 Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 10-11.048, "Purchase of Fire Rescue Uniforms Contract", 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 County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

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

### **SCOPE OF WORK SUMMARY**

**Objective:** To select a vendor that can provide a cafeteria plan for the purchase of uniforms and equipment for Escambia County Fire Rescue personnel. The selected vendor should be able to provide the desired uniforms at the lowest possible price while also providing an enhanced level of service to the firefighters.

#### **Service Requirement:**

1. Establish employee accounts so that sizes can be maintained from year to year. The vendors account system should also be able to monitor employee expenditures ensure that an employee does not over extend their spending limits.
2. Establish a once a year uniform fitting that shall be conducted at the individual fire stations. New employees have the option of going to the store to be fitted.
3. A list of uniform items will be established, all shirts and trousers will be of the same manufacturer, employees will not be authorized to purchase any other type of shirt or trousers utilizing county money. The list will also contain items not currently available such as EMS belts, windbreaker jackets, jumpsuits, job shirts, etc. No substitutions are allowed without prior approval of the Deputy Fire Chief.
4. Delivery time and turnaround time on items returned for errors should be kept to a minimum. Preferably 1-2 weeks.

#### 2. **Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist,  
Phone: (850) 595-4944 or Fax: (850) 595-4805.

#### 3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award 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.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

#### 4. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the Office of Purchasing, Matt Langley Bell III Building, 2<sup>nd</sup> Floor, 213 Palafox Place, 2<sup>nd</sup> Floor, in Conference Room # 11.407, Tuesday, May 17, 2011 at 10:00 a.m. CDT

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

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

6. **Delivery**

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

7. **Payment**

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

Clerk of the Circuit Court  
Attention: Accounts Payable  
223 Palafox Place, Room 204  
Pensacola, FL 32502

8. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid/proposal 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 shall be furnished upon request for a quality test or comparison without cost to the County. **All samples shall be identified by vendor name and solicitation number.**

11. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

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

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

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

NOTICE

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

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 three (3) years. Any 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.

The contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

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 County may unilaterally extend the contract for a maximum period of twelve months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

15. **Pricing**

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

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. All price adjustments shall be accepted by the County's designated representative. Adjustment in price shall be accomplished by written amendment to this contract.

17. **Purchasing Agreements with other Government Agencies**

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

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

18. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.
- D. Additional items

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County 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.

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County.

Escambia County reserves the right to increase or decrease estimated quantities as required. The County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Termination**

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

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

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of 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 county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

24. **As Specified**

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

25. **Quantity**

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 offeror's 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.

## Insurance Requirements

### 26. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### County Insurance Required

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

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

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

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractors 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 County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

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

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

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

**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 the provisions of Florida Workers Compensation law.

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 County=s 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, nonowned and hired automobiles and employee non-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 County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the 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 County as the certificate holder as follows:  
Escambia County  
Attention: Lester L. Boyd, Purchasing Specialist  
Office of Purchasing, Room 11.101  
213 Palafox Place, 2<sup>nd</sup> Floor  
Pensacola, FL 32502  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

27. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## Uniform Specifications Plan

### **Pants:**

Tru-Spec / 65% polyester 35% cotton / 4 pocket pants / navy blue

Tru-Spec / 65% polyester 35% cotton / 6 pocket pants / navy blue  
( EMS style pants )

Fechheimer / class "A" trousers / 100 % polyester

### **Duty Shirts / button front:**

Elbeco / Tex Trop / 100% polyester / French blue / short sleeve

Elbeco / Tex Trop / 100% polyester / French blue / long sleeve

Elbeco / Tex Trop / 100% polyester / white / short sleeve

Elbeco / Tex Trop / 100% polyester / white / long sleeve

Elbeco / Tex Trop / 100% polyester / light blue / short sleeve

Elbeco / Tex Trop / 100% polyester / light blue / long sleeve

Tru-Spec / Polo Style Shirt / 60% cotton 40% polyester / Mic clip / pen holder / White

Tru-Spec / Polo Style Shirt / 60% cotton 40% polyester / Mic clip / pen holder / Heather Grey

Tru-Spec / Polo Style Shirt / 60% cotton 40% polyester / Mic clip / pen holder / Academy Blue

### **Shorts:**

MOCEAN 6 pocket shorts

( navy blue / beach crews )

Reflective stripe on pockets

Propper / 65% polyester 35% cotton / 6 pocket shorts

( navy blue / EMS style )

### **Belts:**

Courtland 1 ½" plain black leather

( nickel or brass buckle )

Courtland 1 ½" clarion black leather

( nickel or brass buckle )

### **Jacket / Windbreaker:**

Horacesmall jacket / navy blue

Windbreaker jacket / Auburn Sport / navy

Fechheimer / class "A" blazer / 100 % polyester

**Misc equipment, clothing, and services:**

Zipper sewn into duty shirt / button front

ECFR, EMT, Paramedic patch sewn on shirt

ECFR, EMT, Paramedic patch sewn on jacket

Tie / Uniform Cravats / 100% polyester / black  
EMS duty belt ( nylon / black )

Bates hi gloss oxfords

Cap snake / silver or gold

Job shirt / Charles River Apparel / 80% cotton 20% polyester / non-denim ( embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back )

Job shirt / Charles River Apparel / 80% cotton 20% polyester / denim collar and elbow pads / ( embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back )

Work-out shorts with pockets / Anvil / Cotton deluxe 100% pre-shrunk cotton / navy blue / ( screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left lower leg ) See example

Sweatpants / 100% pre-shrunk cotton / navy blue ( screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left leg )

Ball cap / Flexfit / 83% acrylic 15% wool 2% spandex / ( embroidered with ECFR 1 3/4" letters on front )

Midway cap / N.Y. Bell cap / white or navy blue

Jumpsuit / Red Kap / 65% polyester 35% cotton / navy blue / ( embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back )

Bennie cap / navy blue / ( embroidered with ECFR 1 3/4" letters on front )

**Service:**

Return service must be in a reasonable amount of time. If items are received by the purchaser and are altered incorrectly or damaged, ECFR requires the items to be corrected or replaced as needed and returned in 5 to 7 business days. Some items may be time sensitive due to special details or funeral services. A local vendor would also reduce the postage or fuel costs to get the items returned.