



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

OFFICE OF PURCHASING

213 PALAFOX PLACE , 2nd Floor – Pensacola, FL 32502

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

CLAUDIA SIMMONS
Purchasing Manager

<http://www.myescambia.com/departments/purchasing>

CERTIFICATION OF CONTRACT

TITLE: Air Filters for Various County Buildings

CONTRACT NO.: PD 08-09.089

AWARD DATE: October 1, 2009

EFFECTIVE DATE: October 1, 2009

AWARD: Award a contract for thirty-six (36) months with an option to exercise two twelve month extensions per the terms and conditions of the solicitation and based on funding of \$31,000 per year

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

CONTRACTOR(S): Sunbelt Industrial Supply Co.

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; Fx: (850) 595-4806; E-Mail: lester_boyd@co.escambia.fl.us

- A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on October 1, 2009, 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 a **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

Sunbelt Industrial SupplyCo.

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 59-2529691

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 195887

VENDOR NAME: Sunbelt Industrial Supply Co.

STREET ADDRESS OR P.O. BOX: 1625 North Palafox Street

CITY, STATE, ZIP CODE: Pensacola, Florida 32501

CONTACT PERSON: William M. Jones

PHONE #: (850) 433-1070 FAX#: (850) 433-7607

E-MAIL ADDRESS mike.jones@sunbeltindustrial.com

EMERGENCY CONTACT PERSON: William M. Jones

CELL#: (850) 232-9471

DISASTER SERVICE CONTACT PERSON: William M. Jones

CELL#: See Above

TERMS OF PAYMENT: NET 30 DAYS

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: Yes

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: Yes

Specification # PD 08-09.089
 Air Filters for Various County Buildings
 Opens at 2:00 p.m., CDT, Wednesday, August 26, 2009 Office of Purchasing Conference Room 11.407

Item No.	Size	Estimated Annual Amount	A-1 Appliance Parts Co., Inc. dba Parhandle Appliance Parts		Cooling & Heating Supplies, Inc.		Sunbelt Industrial Supply Co.		Wittichen Supply Co., Inc.	
			Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total
1	10 x 10 x 1	4	\$2.35	\$9.40	\$3.34	\$13.36	\$2.35	\$9.40	\$4.03	\$16.12
2	10 x 16 x 1	8	\$3.99	\$31.92	\$3.34	\$26.72	\$3.92	\$31.36	\$4.77	\$38.16
3	10 x 20 x 1	12	\$2.55	\$30.60	\$2.31	\$27.72	\$2.35	\$28.20	\$2.60	\$31.20
4	10 x 30 x 1	4	\$4.04	\$16.16	\$4.19	\$16.76	\$4.24	\$16.96	\$6.65	\$26.60
5	12 x 12 x 1	60	\$2.22	\$133.20	\$3.34	\$200.40	\$2.43	\$145.80	\$3.16	\$189.60
6	12 x 20 x 1	24	\$2.67	\$64.08	\$3.64	\$87.36	\$2.54	\$60.96	\$2.59	\$62.16
7	12 x 24 x 1	88	\$2.76	\$242.88	\$2.29	\$201.52	\$2.20	\$193.60	\$2.49	\$219.12
8	12 x 24 x 2	236	\$2.47	\$582.92	\$2.58	\$608.88	\$2.54	\$599.44	\$2.65	\$625.40
9	12 x 24 x 4	40	\$13.96	\$558.40	\$4.53	\$181.20	\$3.95	\$158.00	\$4.64	\$185.60
10	13.5 x 27.5 x 1	4	\$4.04	\$16.16	\$4.19	\$16.76	\$4.63	\$18.52	\$5.89	\$23.56
11	14.5 x 24.5 x 1	20	\$4.04	\$80.80	\$4.19	\$83.80	\$4.63	\$92.60	\$5.89	\$117.80
12	14 x 20 x 1	16	\$2.85	\$45.60	\$2.59	\$41.44	\$2.64	\$42.24	\$2.68	\$42.88
13	14 x 20 x 2	8	\$2.81	\$22.48	\$2.69	\$21.52	\$3.17	\$25.36	\$3.40	\$27.20
14	14 x 22 x 1	4	\$4.04	\$16.16	\$4.19	\$16.76	\$4.24	\$16.96	\$4.56	\$18.24
15	14 x 24 x 1	20	\$2.68	\$53.60	\$4.19	\$83.80	\$4.24	\$84.80	\$4.49	\$89.80
16	14 x 25 x 1	20	\$3.13	\$62.60	\$2.82	\$56.40	\$2.80	\$56.00	\$2.68	\$53.60
17	14 x 28 x 1	28	\$4.04	\$113.12	\$4.19	\$117.32	\$4.87	\$136.36	\$5.89	\$164.92
18	14 x 34 x 1	4	\$8.65	\$34.60	\$7.24	\$28.96	\$8.48	\$33.92	\$5.79	\$23.16
19	10 x 16 x 1	8	\$3.99	\$31.92	\$3.34	\$26.72	\$3.92	\$31.36	\$4.77	\$38.16
20	10 x 20 x 1	12	\$2.55	\$30.60	\$2.31	\$27.72	\$2.35	\$28.20	\$2.60	\$31.20
21	10 x 30 x 1	4	\$4.04	\$16.16	\$4.19	\$16.76	\$4.24	\$16.96	\$5.89	\$23.56
22	15 x 20 x 2	64	\$2.90	\$185.60	\$2.76	\$176.64	\$2.93	\$187.52	\$2.84	\$181.76
23	15.5 x 13.5 x 1	4	\$4.28	\$17.12	\$3.64	\$14.56	\$4.24	\$16.96	\$4.77	\$19.08
24	15 x 21 x 1	4	\$4.04	\$16.16	\$4.19	\$16.76	\$4.24	\$16.96	\$5.89	\$23.56
25	16 x 16 x 1	16	\$2.46	\$39.36	\$3.64	\$58.24	\$3.17	\$50.72	\$4.57	\$73.12
26	16 x 20 x 1	32	\$2.67	\$85.44	\$2.15	\$68.80	\$2.27	\$72.64	\$2.58	\$82.56
27	16 x 20 x 2	588	\$2.74	\$1,611.12	\$2.36	\$1,387.68	\$2.42	\$1,422.96	\$2.55	\$1,499.40
28	16 x 21 x 1	8	\$4.04	\$32.32	\$4.19	\$33.52	\$4.87	\$38.96	\$5.89	\$47.12

Specification # PD 08-09.089
 Air Filters for Various County Buildings
 Opens at 2:00 p.m., CDT, Wednesday, August 26, 2009 Office of Purchasing Conference Room 11.407

Item No.	Size	Estimated Annual Amount	A-1 Appliance Parts Co., Inc. dba Panhandle Appliance Parts		Cooling & Heating Supplies, Inc.		Sunbelt Industrial Supply Co.		Witchlen Supply Co., Inc.	
			Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total
29	16 x 24 x 1	12	\$2.64	\$31.68	\$4.19	\$50.28	\$3.77	\$45.24	\$3.67	\$44.04
30	16 x 24 x 2	32	\$3.04	\$97.28	\$3.17	\$101.44	\$3.32	\$106.24	\$3.67	\$117.44
31	16 x 25 x 1	156	\$2.82	\$439.92	\$2.36	\$368.16	\$2.53	\$394.68	\$2.83	\$441.48
32	16 x 25 x 2	928	\$3.12	\$2,895.36	\$2.69	\$2,496.32	\$2.75	\$2,552.00	\$2.94	\$2,728.32
33	16 x 30 x 1	12	\$3.09	\$37.08	\$4.62	\$55.44	\$5.40	\$64.80	\$5.47	\$65.64
34	16 x 31 x 1	4	\$8.65	\$34.60	\$7.24	\$28.96	\$8.48	\$33.92	\$5.79	\$23.16
35	17 x 26 x 2	8	\$5.75	\$46.00	\$5.86	\$46.88	\$6.70	\$53.60	\$5.99	\$47.92
36	18 x 20 x 2	80	\$3.06	\$244.80	\$5.27	\$421.60	\$6.28	\$502.40	\$3.84	\$307.20
37	18 x 22 x 1	8	\$4.04	\$32.32	\$4.19	\$33.52	\$4.87	\$38.96	\$5.89	\$47.12
38	18 x 22 x 2	8	\$5.68	\$45.44	\$5.27	\$42.16	\$6.28	\$50.24	\$6.24	\$49.92
39	18 x 24 x 1	76	\$3.11	\$236.36	\$2.82	\$214.32	\$2.68	\$203.68	\$3.52	\$267.52
40	18 x 24 x 2	4	\$3.19	\$12.76	\$3.14	\$12.56	\$3.35	\$13.40	\$4.13	\$16.52
41	20.5 x 21.5 x 1	8	\$4.41	\$35.28	\$4.62	\$36.96	\$5.40	\$43.20	\$5.79	\$46.32
42	20 x 20 x 1	624	\$2.96	\$1,847.04	\$2.36	\$1,472.64	\$2.54	\$1,584.96	\$2.67	\$1,666.08
43	20 x 20 x 2	460	\$3.16	\$1,453.60	\$2.69	\$1,237.40	\$2.77	\$1,274.20	\$2.84	\$1,306.40
44	20 x 20 x 4	16	\$17.42	\$278.72	\$5.13	\$82.08	\$4.73	\$75.68	\$5.32	\$85.12
45	20 x 21.5 x 1	4	\$4.41	\$17.64	\$4.62	\$18.48	\$5.40	\$21.60	\$5.79	\$23.16
46	20 x 21 x 1	48	\$4.41	\$211.68	\$4.62	\$221.76	\$5.40	\$259.20	\$5.79	\$277.92
47	20 x 22 x 2	4	\$4.41	\$17.64	\$5.86	\$23.44	\$5.40	\$21.60	\$5.99	\$23.96
48	20 x 24 x 1	48	\$3.51	\$168.48	\$2.83	\$135.84	\$2.80	\$134.40	\$3.36	\$161.28
49	20 x 24 x 1	8	\$3.51	\$28.08	\$2.83	\$22.64	\$2.80	\$22.40	\$3.78	\$30.24
50	20 x 24 x 2	364	\$3.35	\$1,219.40	\$3.22	\$1,172.08	\$3.40	\$1,237.60	\$3.35	\$1,219.40
51	20 x 24 x 4	468	\$17.78	\$8,321.04	\$5.79	\$2,709.72	\$5.47	\$2,559.96	\$5.24	\$2,452.32
52	20 x 25 x 1	156	\$3.26	\$508.56	\$2.66	\$414.96	\$2.75	\$429.00	\$2.97	\$463.32
53	20 x 25 x 2	520	\$3.61	\$1,877.20	\$3.13	\$1,627.60	\$3.17	\$1,648.40	\$3.24	\$1,684.80
54	20 x 25 x 4	8	\$18.37	\$146.96	\$5.60	\$44.80	\$5.35	\$42.80	\$6.11	\$48.88
55	20 x 30 x 1	32	\$3.25	\$104.00	\$5.17	\$165.44	\$3.58	\$114.56	\$4.03	\$128.96
56	20 x 30 x 2	8	\$6.34	\$50.72	\$6.39	\$51.12	\$4.53	\$36.24	\$9.82	\$78.56
57	21 x 23 x 1	4	\$4.41	\$17.64	\$4.62	\$18.48	\$5.40	\$21.60	\$5.79	\$23.16

Specification # PD 08-09 089
 Air Filters for Various County Buildings
 Opens at 2:00 p.m., CDT, Wednesday, August 26, 2009 Office of Purchasing Conference Room 11.407

Item No.	Size	Estimated Annual Amount	Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total
58	21.5 x 23.5 x 12	8	\$4.41	\$35.28	\$4.93	\$39.44	\$5.79	\$46.32	\$7.02	\$56.16
59	22 x 22 x 1	4	\$4.41	\$17.64	\$4.62	\$18.48	\$4.08	\$16.32	\$7.98	\$31.92
60	24 x 24 x 1	68	\$3.51	\$238.68	\$2.93	\$199.24	\$2.99	\$203.32	\$3.12	\$212.16
61	24 x 24 x 2	636	\$3.63	\$2,308.68	\$3.46	\$2,200.56	\$3.58	\$2,276.88	\$3.74	\$2,378.64
62	24 x 24 x 4	60	\$20.41	\$1,224.60	\$6.26	\$375.60	\$5.99	\$359.40	\$6.24	\$374.40
63	24 x 30 x 1	19	\$3.72	\$70.68	\$5.41	\$102.79	\$5.08	\$96.52	\$5.65	\$107.35
64	25 x 29 x 4	4	\$9.14	\$36.56	\$16.10	\$64.40	\$8.12	\$32.48	\$10.14	\$40.56
65	28.25x29.25 x 2	4	\$13.74	\$54.96	\$11.67	\$46.68	\$13.42	\$53.68	\$13.12	\$52.48
66	28.5 x 29.5 x 4	44	\$16.42	\$722.48	\$23.73	\$1,044.12	\$23.68	\$1,041.92	\$25.65	\$1,128.60
Total				\$29,347.32		\$21,076.47		\$21,347.12		\$22,233.07

VARICEL

Item #	Size	Estimated Annual	Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total	Price Per Unit	Extended Total
67	12 x 24 x 12	28	\$48.10	\$1,346.80	\$58.19	\$1,629.32	\$41.20	\$1,153.60	\$40.96	\$1,146.88
68	14 X 20 X 12	2	\$56.37	\$112.74	\$79.22	\$158.44	\$75.08	\$150.16	\$49.20	\$98.40
69	18 X 24 X 12	1	\$54.57	\$54.57	\$66.78	\$66.78	\$75.08	\$75.08	\$61.36	\$61.36
70	20 X 24 X 12	66	\$61.33	\$4,047.78	\$69.30	\$4,573.80	\$53.18	\$3,509.88	\$58.16	\$3,838.56
71	24 X 24 X 12	69	\$72.63	\$5,011.47	\$79.65	\$5,495.85	\$56.87	\$3,924.03	\$64.58	\$4,456.02
Total Varicel				\$10,573.36		\$11,924.19		\$8,812.75		\$9,601.22
Grand Total				\$39,920.68		\$33,000.66		\$30,159.87		\$31,834.29
Estimated Total of Multi-Cell Filters				6292						
Estimated Total of Multi-Cell Filters				166						

Note: A "No Bid" was submitted by Tri-Dim Filter Corp.; Applied Industrial Technologies-Dixie, Inc. deemed Non-Responsive

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

<http://www.myescambia.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

August 13, 2009

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Air Filters for Various County Buildings, Specification Number PD 08-09.089

Gentlemen:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

A Pre-Solicitation Conference to be held at 10:00 a.m. CDT on Wednesday, August 19, 2009 in the Office of Purchasing, Conference Room 11.407, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, Florida 32502

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in blue ink that reads "Lester L. Boyd".

Lester L. Boyd
Purchasing Specialist

SIGNED: _____

COMPANY: _____

LLB/abh

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Air Filters for Various County Buildings
SPECIFICATION PD 08-09.089**

● **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" (Paragraph 60)
- 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)
- CERTIFICATE OF COMPETENCY
- 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

Air Filters for Various County Buildings

SPECIFICATION NUMBER PD 08-09.089

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m. CDT, Wednesday, August 26, 2009

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

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

Procurement Assistance:

**Lester L. Boyd
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4806**

Technical Assistance:

**William Turner, Maintenance Division Manager
Facilities Maintenance
Facilities Management
100 E. Blount Street
Pensacola, FL 32501
Tel: (850) 595-3190
Fax: (850) 595-3192**

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.

**Air Filters for Various County Buildings
PD 08-09.089**

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>Page</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 **	7
Drug Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporation Identification**	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	14
Scope of Work	22

SIGN AND RETURN THIS FORM WITH YOUR BIDS **

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

SUBMIT OFFERS TO:
CLAUDIA SIMMONS

Invitation to Bid

Purchasing Manager
 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

Air Filters for Various County Buildings
PD 08-09.089

SOLICITATION

MAILING DATE: Monday, August 4, 2009

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CDT, Wednesday, August 26, 2009 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: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED N/A

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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 renders 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 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

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Witness

Date

Effective Date

BID FORM
Specification Number PD 08-09.089
Air Filters for Various County Buildings

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

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Air Filters for Various County Buildings 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:

Facilities Maintenance Pleated Air Filters for PM's

Item #	Size	Estimated Annual Amount	Price Per Unit	Extended Total
1	10 x 10 x 1	4	\$	\$
2	10 x 16 x 1	8	\$	\$
3	10 x 20 x 1	12	\$	\$
4	10 x 30 x 1	4	\$	\$
5	12 x 12 x 1	60	\$	\$
6	12 x 20 x 1	24	\$	\$
7	12 x 24 x 1	88	\$	\$
8	12 x 24 x 2	236	\$	\$
9	12 x 24 x 4	40	\$	\$
10	13.5 x 27.5 x 1	4	\$	\$
11	14.5 x 24.5 x 1	20	\$	\$
12	14 x 20 x 1	16	\$	\$
13	14 x 20 x 2	8	\$	\$
14	14 x 22 x 1	4	\$	\$
15	14 x 24 x 1	20	\$	\$
16	14 x 25 x 1	20	\$	\$
17	14 x 28 x 1	28	\$	\$
18	14 x 34 x 1	4	\$	\$
19	10 x 16 x 1	8	\$	\$
20	10 x 20 x 1	12	\$	\$
21	10 x 30 x 1	4	\$	\$
22	15 x 20 x 2	64	\$	\$
23	15.5 x 13.5 x 1	4	\$	\$
24	15 x 21 x 1	4	\$	\$
25	16 x 16 x 1	16	\$	\$
26	16 x 20 x 1	32	\$	\$
27	16 x 20 x 2	588	\$	\$
28	16 x 21 x 1	8	\$	\$
29	16 x 24 x 1	12	\$	\$
30	16 x 24 x 2	32	\$	\$
31	16 x 25 x 1	156	\$	\$
32	16 x 25 x 2	928	\$	\$
33	16 x 30 x 1	12	\$	\$
34	16 x 31 x 1	4	\$	\$
35	17 x 26 x 2	8	\$	\$
36	18 x 20 x 2	80	\$	\$
37	18 x 22 x 1	8	\$	\$
38	18 x 22 x 2	8	\$	\$
39	18 x 24 x 1	76	\$	\$
40	18 x 24 x 2	4	\$	\$

Item #	Size	Estimated Annual Amount	Price Per Unit	Extended Total
41	20.5 x 21.5 x 1	8	\$	\$
42	20 x 20 x 1	624	\$	\$
43	20 x 20 x 2	460	\$	\$
44	20 x 20 x 4	16	\$	\$
45	20 x 21.5 x 1	4	\$	\$
46	20 x 21 x 1	48	\$	\$
47	20 x 22 x 2	4	\$	\$
48	20 x 24 x 1	48	\$	\$
49	20 x 24 x 1	8	\$	\$
50	20 x 24 x 2	364	\$	\$
51	20 x 24 x 4	468	\$	\$
52	20 x 25 x 1	156	\$	\$
53	20 x 25 x 2	520	\$	\$
54	20 x 25 x 4	8	\$	\$
55	20 x 30 x 1	32	\$	\$
56	20 x 30 x 2	8	\$	\$
57	21 x 23 x 1	4	\$	\$
58	21.5 x 23.5x 12	8	\$	\$
59	22 x 22 x 1	4	\$	\$
60	24 x 24 x 1	68	\$	\$
61	24 x 24 x 2	636	\$	\$
62	24 x 24 x 4	60	\$	\$
63	24 x 30 x 1	19	\$	\$
64	25 x 29 x 4	4	\$	\$
65	28.25x 29.25 x 2	4	\$	\$
66	28.5 x 29.5 x 4	44	\$	\$

VARICEL

Item #	Size	Estimated Annual Amount	Price Per Unit	Extended Total
67	12 x 24 x 12	28	\$	\$
68	14 x 20 x 12	2	\$	\$
69	18 x 24 x 12	1	\$	\$
70	20 x 24 x 12	66	\$	\$
71	24 x 24 x 12	69	\$	\$

YEARLY GRAND TOTAL \$ _____

Estimated Total # of Multi-Pleated Filters: 6,292
Estimated Total # of VariCel Filters: 166

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 _____

Occupational License No. _____

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

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox ___

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

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

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____ None Known _____	_____
_____	_____
_____	_____
_____	_____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

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: _____

**SWORN 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)

(Please continue and complete page 2)

Page 2 of 2
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 Solicitation, Offer and Award Form and Bid 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 Conveances**
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 08-09.089, "Air Filters for Various County Buildings", 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).

Escambia County is seeking a responsible vendor in Pensacola to supply various sizes of air filters for County Buildings.

2. **Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Phone (850) 595-4944 or Fax: (850) 595-4806. Technical questions may be directed to William Turner, Maintenance Division Manager, Facilities Maintenance/Facilities Management, Phone: (850) 595-3190 or Fax: (850) 595-3192.

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. **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.

5. **Delivery**

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

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:

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 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. **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.

10. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence on the effective date in the solicitation and upon execution by both parties and extend for a period of thirty-six (36) months, with the option of two (2) twelve (12) month additional periods, upon mutual agreement of both parties. 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.
- 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.

11. **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 six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **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.

13. **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.

14. **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 within the offeror's area of responsibility, territory, zone, region, etc., 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 offer.

15. **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.

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.

16. **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 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.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in

such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **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.

19. **Award**

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

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 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.

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 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.)

22. **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.

23. **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

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.

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 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 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 contractor's 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 nonownership 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
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4806

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.

25. **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.

SCOPE OF WORK FOR HVAC FILTERS

Contract Effective: 09-17-2009 through 09-17-2012

The vendor will stock all pleated filters (excluding the VariCel type) at a Pensacola location so that the County may obtain pleated filters on an as needed basis. This Pensacola stock location must be open for filter pickup Monday thru Friday during normal working hours. No other alternative locations or arrangements are acceptable to the County. The County shall have the option (at no additional cost) to have the vendor deliver large quantity orders to the buildings receiving these filters.

The vendor must be able to obtain and have available to the County, the VariCel type filters within 10 days of order. The VariCel filters are replaced on an annual basis at our larger facilities.

Below are the specifications for both types of filters that the County uses. **If alternative filters are offered of similar or better quality, include filter samples, performance literature and specifications for evaluation.**

The expected yearly usage amounts shown are based upon filters being changed a minimum of four times a year except for the VariCel, which are changed annually. If the need arises, the County may add or delete filters to this contract. If additional quantity or sizes of filters are added, the vendor will offer the same discount to these new items.

SPECIFICATIONS

Pleated Standard Capacity – Type 40

EQP 40 filters will have a MERV 8 rating (25% to 30% efficiency). Filters will have the following:

1" EQP's have 14 pleats per linear foot.

2" EQP's have 10 pleats per linear foot.

4" EQP's have 8 pleats per linear foot.

VariCel

Type SH–Single Header VariCel filters will have a MERV 14 rating (90% to 95% efficiency). Filters will have the following:

A 13/16" flanged header on the air entering side, which allows the filter to be easily inserted and latched into front and side access systems.

Crimped rear flanges (SH) rolled over and riveted to add strength, eliminate sharp edges and prevent bypass leakage.

6' deep filters are to be rated a 250FPM filter face velocity.

12" deep filters are to be rated a 500 FPM filters face velocity.

Operating temperature upper limit 350° F 177° C