



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
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Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

Request for Qualifications

RFQ CEI Perdido Bay Boat Ramp SPECIFICATION NUMBER PD 21-22.122

<u>Proposals will be received until:</u> September 23, 2022 at 4:00 p.m. CT	<u>Pre-Solicitation Conference:</u> N/A
<p>Upload Via Government Forms Software</p> <p>Proposal Opening Audio & Video: Click here to join the meeting</p> <p>Proposal Opening Audio Only: (863) 333-5817 Conference ID: 896 728 486 #</p>	

Board of County Commissioners

Jeff Bergosh, Chairman
Douglas B. Underhill, Vice Chairman
Steven Barry
Lumon J. May
Robert Bender

From:

Jeffrey Lovingood
Deputy Purchasing Manager

Assistance:

Buzz Roggenbuck
Sr. Purchasing Coordinator
Tel: 850-595-4878
Email: abroggenbuck@myescambia.com

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

Memorandum

TO: All Interested Firms DATE: August 25, 2022
FROM: Escambia County Office of Purchasing
SUBJECT: PD 21-22.122 RFQ CEI Perdido Bay Boat Ramp

Notice is hereby given that the Escambia County Board of County Commissioners will receive sealed qualifications proposals for CEI Services for the Perdido Bay Boat Ramp.

All proposals must be uploaded via the Government Forms Software system, and **must be received by 4:00 p.m. CT on September 23, 2022** at which time will be publicly opened. Only proposals received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All proposals shall be uploaded in the County’s Government Forms Software, “using the naming convention **PD 21-22.XXX Firm Name**

Specifications may be secured by download from the Escambia County Website: [Escambia County Solicitations \(myescambia.com\)](https://www.escambia.com) Questions concerning this request should be directed to the Escambia County Purchasing Office in writing at abroggenbuck@myescambia.com prior to **5:00 p.m. CT. on September 7, 2022.**

Escambia County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

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

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

Notice

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

By order of the Board of County Commissioners of Escambia, Florida

Pre-solicitation activity

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation.

All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by mail/email to: Escambia County Office of Purchasing, 213 Palafox Place, Second Floor, Pensacola, FL 32502, or Email Purchasing@myescambia.com.

All questions or inquiries must be received no later than the last day for questions stated in the solicitation & Legal Notice. Any addenda or other modification to the solicitation documents will be issued by the County five (5) days prior to the date and time of solicitation closing, as written addenda, and will be posted to the Escambia County website at [Escambia County Solicitations \(myescambia.com\)](http://Escambia County Solicitations (myescambia.com))

Such written addenda or modification shall be part of the solicitation documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

Proposed schedule

Request for Qualifications Published	August 24, 2022
Pre-Solicitation Conference	N/A
Deadline for Questions	September 7, 2022 / 5:00 p.m. CT
Proposal Due	September 23, 2022 / 4:00 p.m. CT

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

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

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

Solicitation Identification Number PD 21-22.122

How to Submit Your Proposal:

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: <http://submittals.myescambia.com/>

GSA Standard Form 330 (the following forms must be submitted in the order listed below)

- **Part II** (update if already submitted)
- **Part I**

The remaining forms are PDF's to be uploaded

- Letter of Qualifications
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- 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

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

Preparation of Proposal

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner

indicated in the proposal. The official address of the joint venture must be shown below the signature.

It is preferred that all physical signatures be in blue ink with the names type or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included in the proposal. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Submittal of Proposal

A proposal shall be submitted no later than the date and time prescribed in the Request for Qualifications and shall be saved using the naming convention "**PD 21-22.XXX Solicitation Name - Firm Name**", and shall be accompanied by all required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Submission Checklist, in order, with the Checklist on the top of the submission in the tab outlines in the Scope of Work.

Integrity of documents

Respondents shall use the original solicitation documents in the format provided by the Escambia County Office of Purchasing and enter information only in the spaces where a response is requested.

Withdrawal of submittals

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

Interpretation

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the

Respondents responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Respondents shall be bound by such Addenda whether or not received by the Respondent.

Proposals to remain subject to acceptance

All proposals will remain subject to acceptance or rejection by Escambia County for Ninety (90) calendar days after the due date. The County may, in its sole discretion, release any solicitation and return the bid security prior to the end of this period.

Conditional and incomplete proposals

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

Addition/deletion of item

The County reserves the right to add or delete any item from this solicitation or resulting contract when deemed to be in the County's best interest.

Specification exceptions

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the specifications. Respondent must also explain any deviation from the specification in writing, as a foot note on the applicable pricing page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submittal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with specifications.

Familiarity with laws

All applicable Federal and State laws, County and municipal ordinances, orders, rules, and regulations of all authorities having jurisdiction over the project shall apply to the solicitation throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

Compliance with governing laws and regulations

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

Examination of documents and site

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda, and other Contract Documents to be thoroughly informed

regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

Right to reject proposal

The Owner reserves the right to waive informalities in the proposal to reject any or all submissions with or without cause and accept the proposal that in its judgment is in the best interest of the County.

Disqualification of respondents

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

- Submission of more than one proposal for the same work from an individual, firm, or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.
- Listing of the respondent by any Local, State or Federal Government on its barred/suspended firm list.

Discrimination

An entity or affiliate who has been placed on the discriminatory firm list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Review of procurement documents

Per Florida Statute 119.071 (1) 2, sealed proposals or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the proposals or final replies, whichever is earlier.

Compliance with Florida statute 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same

terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

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

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

Suspension or termination for convenience

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

Failure of performance/delivery

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the vendor list for duration of one (1) year, at the option of the County.

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

Audit

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this proposal from the date of the award through three (3) years after the expiration of contract.

Non-collusion

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

Public entity crime information

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted firm list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the solicitation package.

Investigation of respondent

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

Time of completion

The entire project shall be completed in the time frame specified in the scope of work. The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

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Evaluation of proposals and award of contract

Escambia County Staff will review all proposals and will provide the recommendation to award to the Office of Purchasing, the County Administrator, and the Board of County Commissioners. The County will award the proposal to the responsive and responsible firm(s). The County reserves the right to award the proposal to the respondent submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Escambia County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Escambia County reserves its right to reject any or all Proposals, including without limitation nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Respondent whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Respondents, the County may consider the qualifications of Respondents and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as a part of the Proposal.

Escambia County reserves the right to waive any informalities or reject any and all submissions, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this solicitation and to accept the solicitation that in its judgment will best serve the interest of the County.

Proposal Content and Signature

One (1) electronic copy of the complete submittal shall be submitted via Government Forms Software. The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

Negotiations

Should Negotiations be required the contents of the proposal of the successful firm shall become a basis for contractual negotiations.

Recommended Proposal Preparation Guidelines

All contractors shall provide a straightforward and concise description of their ability to meet the proposal requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be submitted in one electronic file using the naming convention stated above.

Form of agreement

The Contract form shall be provided by the Office of Purchasing. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Escambia County Legal Office before the successful contractor may proceed with the work.

Award

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

Prohibition against contracting with scrutinized companies

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County’s option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018, shall be terminated at the County’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment “D”. Submitting a false certification shall be deemed a material breach of contract. The

County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

ESCAMBIA COUNTY DOCUMENTS AND FORMS

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Standard Insurance Requirements and Certificates

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

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

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

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other ratings may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

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

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

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

Except for worker's compensation and professional liability, the Offeror's insurance policies shall be endorsed to name Escambia County, Florida Board of County Commissioners as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

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

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Offeror shall also purchase any other coverages required by law for the benefit of employees.

2) General Liability Coverage

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (XCU) exposures cannot be excluded (**IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.**) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Products Liability coverage must be included in the CGL form if the Offeror is manufacturing or providing any product as a distributor for a manufacturer to the County. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate must be in the policy and evidenced by Certificate. (**See Section F. item (5) for more information**)

3) Business Auto Liability Coverage

Minimum limit of \$1,000,000 per accident or occurrence. Automobile liability coverage is to include Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and for any employee or subcontractor's non-ownership use of an auto.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County, Florida as an additional insured and provide for 30-day notification of cancellation to the County.

4) Umbrella Liability Coverage (if utilized to achieve required policy limits)

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

C. Insurance for Construction Contracts

3) If contract involves any Architectural and/or Design work, **Professional Liability** (including **Design Build Errors & Omissions**) coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Contractor. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

D. Insurance for Information Technology Consulting and Professional Services

1) All contracts for Information Technology services should include the coverages listed in B. above, plus the following:

2) **Technology Professional Errors & Omissions** coverage which shall cover professional misconduct/wrongful acts or the lack of ordinary skill for the services defined in the scope of this contract.

The coverage limits should be at least \$1,000,000 per wrongful act/\$2,000,000 policy aggregate but for contracts that grant access to the County's servers or facilities containing servers & other computer hardware, limits of at least \$2,000,000 / \$4,000,000 should be considered.

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

3) **Cyber Liability and Computer Crime/Fraud** coverage which protects the County from the theft of valuable and sensitive data. This coverage should provide coverage for claims by the County against the Contractor and for claims by those individuals that had their data/information compromised. The coverage limits should be \$1,000,000 per occurrence / \$2,000,000 annual aggregate. Higher limits should be considered for contracts with access to the County's servers or facilities containing servers & other computer hardware.

E. Endorsements/Additional Insurance to Consider

The County may require the following endorsements or additional types of insurance:

- 1) **Termination/Adverse Change Endorsement** - All of Offeror's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Offeror's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.
- 2) **Fidelity/Dishonesty/Liability Coverage** – Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

F. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Risk
213 Palafox Place
Pensacola, FL 32502
Email: Risk@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

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

Reference Documents – Available on Government Forms Software

1. Approved Site Plan Development Order
2. Asbestos Survey Final
3. Bid Tab
4. Construction Scope of Work
5. Executed NRDA Grant – Copy
6. Executed RESTORE Grant
7. FDEP ERP permit 0361132-002-EI-17 (1)
8. FDOT Drainage Connection Permit Approved
9. FDOT Driveway Connection Permit Approved
10. Geotech testing17-201 Heron's Bayou Boat Ramp
11. Pay Item Notes
12. PD 21-22.122 Plan Set - Issued for Bid
13. Project Specifications Package
14. SAJ-2016-03427_Perdido Bay Boat Ramp PATON_NW1-3
15. SAJ-2016-03427_Perdido Bay Boat Ramp SP HMM
16. Soil Analytical Summary Perdido Bay Boat Ramp
17. USCG PATON Permit

Exhibit K:

REQUIRED CONTRACT PROVISIONS FOR CONTRACTS FUNDED BY FEDERAL AWARDS (2 C.F.R. Part 200)

- **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**
- **DISBARMENT AND SUSPENSION**
- **BYRD ANTI-LOBBYING AMENDMENT**
- **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

OTHER CONTRACT PROVISIONS

- **SUBAWARDS**
- **ACCESS TO RECORDS**
- **SEALS, LOGOS, AND FLAGS**
- **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- **NO OBLIGATION BY FEDERAL GOVERNMENT**
- **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
- **AFFIRMATIVE SOCIOECONOMIC STEPS**
- **COPYRIGHT AND DATA RIGHTS**

REQUIRED CONTRACT PROVISIONS FOR CONTRACTS FUNDED BY FEDERAL AWARDS (2 C.F.R. Part 200)

DISBARMENT AND SUSPENSION

This provision applies to all contracts amounts in excess of \$25,000.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor / Consultant is required to verify that none of the Contractor's / Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor / Consultant must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material

representation of fact relied upon by Escambia County. If it is later determined that the Contractor / Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Escambia County, the federal government may pursue available remedies, including

but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT

This provision applies to all contracts amounts in excess of \$100,000.

Contractors / Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

If applicable, contractors / consultants must sign and submit the following certification to Escambia County with each bid or offer exceeding \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor / Consultant, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor / Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's / Consultant's Authorized Official

Name and Title of Contractor's / Consultant's Authorized Official

Date

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

This provision applies to all contracts.

(a) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal awarding agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(b) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(c) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments.”

OTHER CONTRACT PROVISIONS

SUBWARDS

This provision applies to all contracts.

(1) When the contractor, subcontractor, or consultant makes a subaward to a subrecipient that is authorized to enter into contracts for the purposes of completing the subaward scope of work, the contractor, subcontractor, or consultant must require the subrecipient to comply with the requirements contained in this section.

(2) The contractor, subcontractor, and consultant must not sub-grant or sub-contract any part of the approved project to any agency or employee of the federal funding agency and/or other federal department, agency, or instrumentality without the prior written approval of the federal awarding agency. The federal awarding agency will notify the recipient in writing of the final determination.

ACCESS TO RECORDS

This provision applies to all contracts.

(1) The Contractor / Consultant agrees to provide Escambia County, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor / Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor / Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor / Consultant agrees to provide the federal awarding agency or its authorized representatives access to plans, documents, construction, or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, Escambia County and the Contractor / Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

SEALS, LOGOS, AND FLAGS

This provision applies to all contracts.

The Contractor / Consultant shall not use the federal awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of federal awarding agency officials without specific pre-approval of the federal awarding agency.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This provision applies to all contracts.

This is an acknowledgement that federal funds will be used to fund all or a portion of the contract. The contractor / consultant will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

This provision applies to all contracts.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, consultant, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

This provision applies to all contracts.

The Contractor / Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's / Consultant's actions pertaining to this contract.

AFFIRMATIVE SOCIOECONOMIC STEPS

This provision applies to all contracts.

If subcontracts are to be let, the prime contractor or consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

This provision applies to all contracts that may involve creation of copyrightable material.

The Contractor / Consultant grants to Escambia County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor / Consultant will identify such data and grant to Escambia County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor / Consultant will deliver to Escambia County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Escamb

Submission checklist

Project Name: **RFQ CEI Perdido Bay Boat Ramp** Solicitation # PD 21-22.122

Due Date: **September 23, 2022** Time: **4:00 p.m. CT**

- _____ Proposal as one singular file when applicable utilizing naming convention “PD 21-22.XXX Firm Name”
- _____ Submission Checklist inserted as first page of the Tab indicated for County Forms
- _____ Deletion of records form
- _____ E-Verify Certification
- _____ Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes
- _____ Conflict of Interest Form
- _____ Drug-Free Workplace Form
- _____ Information Sheet for Transactions and Conveyances Corporate Identification.
- _____ Firms on Scrutinized Companies list
- _____ Certificate of Authority to do Business from the State of Florida. **(Sunbiz registration – The person signing the bid form must be listed on Sunbiz registration for FEIN provided)**
- _____ Occupational License (if applicable)
- _____ Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s). (if applicable)
- _____ Copy of current Required Insurance declaration page with Escambia County named interest or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **Attach this page as the first page of an online submission with documents in the order they appear on this form**

Firm: _____

By: _____
(Print)

Signature: _____

Title: _____

Date: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an "X" in the blank (**Sec. 46-110.-Local Preference in Bidding**).

CONTRACTOR REQUIREMENTS

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

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

SEAL IF BID IS BY CORPORATION

(PLEASE TYPE INFORMATION BELOW)

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

Occupational License Number: _____

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

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

Expiration Date: _____

County Permits/Fees Required for this Project: _____

Person to Contact Concerning This Bid:

Person to Contact for Emergency Service:

Name: _____

Name: _____

Phone: _____

Phone: _____

E-Mail: _____

E-Mail: _____

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

The work shall be fully completed all work included above within **four hundred twenty five (425) consecutive calendar days** from the date of Notice to Proceed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.



Board of County Commissioners

Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

Jeffrey Lovingood/Deputy Purchasing Manager
Office of Purchasing

PD 21-22.122, RFQ CEI Perdido Bay Boat Ramp

To the Escambia County Office of Purchasing

We recently sent you a **Request For Qualifications (RFQ)** on the above-mentioned specification.

We hereby acknowledge and certify that our company has destroyed/deleted any digital downloaded copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all of the information, whether originals or duplicated, shall be destroyed/deleted.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

Certification Regarding E-Verify

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

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

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

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

CONTRACTOR:

Business Name

Signature

Name (Printed)

Title (Printed)

Date

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

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

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

1. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
2. My name is _____ and my relationship to the entity named above is _____ (title).
3. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among _____ persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
6. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

Neither the entity submitting this sworn statement, or any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, or affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, And (please attach a copy of the final order)

The person or affiliate was placed on the convicted firm list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted firm list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted firm list. (Please describe any action taken by, or pending with, the department of General Services)

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

Name

Signature

Date

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

STATE OF FLORIDA
COUNTY OF: _____

Notary Public

My Commission expires: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

Drug-free workplace form

The undersigned firm, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Business)

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

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

Offeror's Signature

Date

Information sheet for transactions and conveyances corporate identification
(page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

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

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

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

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

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

Federal Employer Identification Number: _____

Contact Person for the Company: _____

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

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

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

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

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

Verified By: _____ **Date:** _____

Certification Regarding Scrutinized Companies [Contract amount less than \$1 Million]

Pursuant to §287.135, Florida Statutes, the undersigned Contractor hereby certifies the following: Contractor is not on the *Scrutinized Companies that Boycott Israel List*

created pursuant to

§215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes.

Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification or has been engaged in a *boycott of Israel* then the County reserves the right to immediately terminate the parties' agreement.

CONTRACTOR:

Business Name

By: _____ Signature

Name: _____ Printed

Title: _____

Date: _____

* Effective July 1, 2018

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to firms of the local firm preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any firm claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a firm meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to firms of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A firm who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any firm that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

SCOPE OF WORK

CONSTRUCTION, ENGINEERING, INSPECTION AND PROJECT MANAGEMENT

(CEI SERVICES)

FOR THE

Perdido Bay Boat Ramp Project

Project Narrative:

The Perdido Bay Boat Ramp project consists of construction of a new public boat ramp on a County owned 39+ acre parcel located on Heron Bayou off Lillian Hwy in Commission District 1. Facilities to be constructed include a boat launching ramp and dock, paddle craft launch, entrance drive, parking lot to accommodate trailer parking and personal vehicle parking, primitive shelter and camping platforms, portable toilet pavilion, picnic pavilion, and signage. Additionally, channel dredging of the bayou will be required to accommodate the passage of boats through the channel.

Contract Time:

The Contractor's work shall be substantially completed within three hundred and thirty-five (335) calendar days from the Commencement date and fully complete within thirty (30) consecutive calendar days from the date of Substantial Completion for a total project duration of three hundred and sixty-five (365) calendar days. The CEI Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the project and thirty (30) calendar days to demobilize after final acceptance of the construction contract. Therefore, the **CEI services contract shall be for a total of four hundred and twenty-five (425) calendar days.**

SCOPE OF SERVICES SUMMARY

The Scope of Work for this project is to provide construction, engineering, inspection, and project management services on the Perdido Bay Boat Ramp project. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract.

The administration of the Perdido Bay Boat Ramp Project will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

1. **Erosion Control and Preconstruction Conferences:** Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. Video and photograph the pre-construction conditions throughout the project limits, with a heavy emphasis on potential claim items/issues and on areas of real /potential public controversy.
2. **Attend Weekly and Monthly Meetings:** Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Obtain material tickets from the contractor associated with construction for the week. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies and parties. Participate in monthly meeting and be prepared to discuss quantities used during construction, provide measurements, truck tickets, etc. associated with the contract.
3. **Project Administration:** Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.
4. **Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. When menial tasks are being performed and the assigned inspector is not required to be ever present onsite; the Consultant shall use good judgment and shall correspond and notify the Project Coordinator that full-time professional inspection services are not necessary at that time. All field technicians must be certified in the applicable FDOT certification workshops or have applicable training certifications/records listed below. Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification

- a. Asphalt Roadway Paving Inspector
 - b. Asphalt Plant Inspection
 - c. Class 1 Concrete Technician
 - d. Soils and Aggregate Technician
 - e. Earthwork Technician
 - f. Pile Driving Inspection
 - g. Nuclear Gauge Trained and Proficient
 - h. Advanced MOT Certification
 - i. SWPPP Training Certifications
 - j. Americans with Disabilities Act (ADA) Title II and Section 504 Training
5. **Contract Compliance:** Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the assigned Federal / State Contract Compliance Manager as requested. The consultant shall perform field interviews with labors and provide a workspace and supplies for project compliance files. The resident compliance specialist should attend the pre-construction conference.
 6. **Conduct Field Surveys:** Verify surveying services to obtain original, final, as well as, progress estimated quantities for payment of all pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractor and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.
 7. **Supplemental Agreements/Construction Changes:** Notify the Project Coordinator immediately of the necessity of any Supplemental Agreements/Construction Changes. The Project Coordinator shall be aware before any discussions occur between the Consultant and the Contractor to Negotiate prices for additional pay items with the Contractor that would or would not adhere to the "Average Unit Price" listing. Coordinate acceptance of prices with the Project Coordinator.
 8. **Shop Drawings:** Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.
 9. **Quality Assurance, Testing for Acceptance, and Training:** Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection.

Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant

inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule.

The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also, the Consultant's responsibilities include the random checking of application rates, dimensions, and bearings to assure conformance to the Plans and Specifications.

In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to the Project Coordinator with the Final Records.

10. **Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.
11. **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing by the contractor.
12. **Distribution of Correspondence:** Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.
13. **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Provide visual documentation of construction through the project. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies.

Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- a. A record of the contractors on the project
 - b. Their personnel (number and classification)
 - c. Equipment (number and type or size)
 - d. Location and work performed by each Contractor or Subcontractor
 - e. Orders given to the Contractor
 - f. Events of note on the project
 - g. Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - h. Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - i. NPDES reporting when applicable
 - j. Days charged, with explanation if not charged
 - k. Equipment arriving or leaving the project, idle equipment
 - l. Photos and/or video documentation
 - m. Any other details that may be important later in the project life
14. **Reports:** There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.
15. **Final Records:** Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.
16. **Project Claims:** Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
17. **Utility Relocations:** Consultant is to ensure the contractor coordinates all required utility relocations or conflicts with the appropriate utility service provider.
18. **Plan Review:** Review submitted construction plans from the design engineers for completion, comments, concerns, and observations.
19. **Citizen Interface:** Consultant will act as primary point of contact for citizen comments, inquiries, and complaints for this construction project. Consultant will provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate public information meetings, open houses, and community meetings as directed by the County's representative. Consultant will maintain Movement of Traffic (MOT) from start of construction through completion of punch list, as provided and funded by the contractors according to the Traffic Control Plans. Consultant will also maintain (1) static message boards, as provided by the contractors. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. Location shall be determined by the Project Coordinator.

Contents of Qualification Statement

Tab 1. Introduction and Project Understanding

- a. Letter of Transmittal
- b. Summarize in a concise manner the Firm's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner.

Tab 2. Qualifications of Firm

Submit the following for each successfully completed, in progress, or failed project with a similar scope of work within the past 7 years:

- a. Identification of Client for which the project was completed
- b. Summary of Scope of Work Completed
- c. Completion dates for major project milestones
- d. Client Reference
- e. Any Additional Information that may be pertinent

Please submit these projects in order with the newest first.

Tab 3. Qualifications of Personnel

- a. Introduction to key personnel to be assigned to this project
- b. Local project team organization chart
- c. Resumes for key personnel

Please reference Tab 2 projects in this section as appropriate.

Tab 4. Recent and Current Workload

Summarize your Firm's Recent and Current Workload. Recent and active County projects and the value of those County projects will be factors in the evaluation. Additionally, recent and current workload will be evaluated with respect to the size of the firm.

Tab 5. Ability to Meet Project Specific Schedule and be Readily Available

Summarize your Firm's ability to meet the project specific schedule and to be readily accessible to respond as necessary to avoid unnecessary delays.

Evaluation Method – Selection Process

The County will appoint a committee to evaluate the proposals and make recommendation to the Board of County Commissioners. The County will be the sole judge of its own best interests, the proposals, and the resulting contract. The County's decisions will be final. Award will be made to the proposal, which presents the best value to the County based on the entire evaluation process and all the information gathered. The County may require the short-listed firm(s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. The selection process shall be in accordance with CCNA. Although, each member independently examines the proposals prior to the meeting, the short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

Note: Respondents are prohibited from contacting any of the board members, other than the Procurement Officer prior to the recommendation of award from the committee.

Selection criteria with corresponding weights:

A) Introduction and Project Understanding (20%)

B) Qualifications of Firm (30%)

C) Qualifications of Personnel (30%)

D) Recent and Current Workload (10%)

E) Ability to Meet Project Specific Schedule and be Readily Available (10%)

Project Manager Preference:

Note: The final CEI contract shall not exceed 7.5% of the estimated construction cost, although this is not a requirement. Fees will be negotiated. The consultant should prepare the proposal estimated upon full-time onsite inspections. The contract will be “Not to Exceed” based upon hourly rates.

Estimated Construction Cost

\$4,000,000.00 - \$6,000,000.00