

REQUEST FOR PROPOSAL

PD 25-26.111

BIO-HEALTH POD SYSTEMS STORMWATER TECHNOLOGY DEMONSTRATION AND SUITABILITY EVALUATION PROJECT- RE- SOLICIT

Escambia County

213 Palafox Place

Pensacola, FL 32502-5822

RELEASE DATE: August 31, 2026

DEADLINE FOR QUESTIONS: September 17, 2026

RESPONSE DEADLINE: September 29, 2026, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/escambiacountyfl>

Escambia County
REQUEST FOR PROPOSAL
Bio-Health Pod Systems Stormwater Technology Demonstration and
Suitability Evaluation Project- Re-Solicit

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Attachments:

A - Exhibit.FederalContractProvisions_with_signature_5.6.26

B - Question & Answer Report PD 25-26.098

C - FDEP_Agreement_No._INV075_-_ADA (2)

1. Introduction

1.1. Summary

Escambia County is seeking a qualified firm to provide Bio-Health Pod Systems and associated technical services to support a stormwater technology demonstration and suitability evaluation project. The project will evaluate the applicability, operational feasibility, and performance of Bio-Health Pod Systems within three existing wet stormwater management facilities in Escambia County.

The selected Contractor will provide the equipment and technical services necessary to support implementation and objective evaluation of the technology, including site evaluation support, system design, permitting assistance, installation support, technical consultation, monitoring support, public education support, and final reporting assistance.

1.2. Background

Stormwater management facilities can accumulate excess nutrients and organic-rich sediments that contribute to degraded water quality conditions, algae growth, increased maintenance needs, and nutrient loading to downstream waterbodies. Escambia County is evaluating an innovative approach that may provide additional tools for improving stormwater facility performance and reducing nutrient-related impacts.

Bio-Health Pod Systems are designed to function as submerged bioreactors that host, grow, and distribute beneficial microbial communities intended to metabolize excess organic matter and nutrients, reduce muck accumulation, limit conditions that promote algal growth, and improve water quality conditions in waterbodies receiving stormwater pond discharges and overflows. This project will provide an objective evaluation of the suitability of Bio-Health Pod Systems as a potential stormwater management technology for reducing nutrient concentrations, reducing muck accumulation, improving water quality conditions, and addressing conditions that contribute to harmful algal blooms.

The project will be implemented as a technology demonstration and evaluation effort. Project results will be evaluated based on scientifically appropriate monitoring and analysis methods, and the outcome of the evaluation is not predetermined.

1.3. Contact Information

1.3. Contact Information

Travis Simmons

Purchasing Grant Coordinator

213 Palafox Place

Pensacola, FL 32502

Email: rsimmons@myescambia.com

Phone: [\(850\) 529-9985](tel:(850)529-9985)

Department:

Purchasing

1.4. Timeline

Release Project Date	August 31, 2026
Pre-Solicitation Meeting (Non-Mandatory)	September 8, 2026, 11:30am Office of Purchasing 213 Palafox Place, 2nd Floor Pensacola, FL 32502 Join us on Teams: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/295513291333436?p=7hcasox9W4OrbqqTwO Meeting ID: 295 513 291 333 436 Passcode: Bp6Vk3KH Need help? System reference Dial in by phone +1 863-333-5817,,312895711# United States, Lakeland Find a local number Phone conference ID: 312 895 711#
Question Submission Deadline	September 17, 2026, 12:00pm

Submission Deadline	September 29, 2026, 11:00am Office of Purchasing 213 Palafox Place, 2nd Floor Pensacola, FL 32502 Join us on Teams: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/263582637121356?p=IHMdR3KpaM7OVIkRjc Meeting ID: 263 582 637 121 356 Passcode: 7PF7xL9T Need help? System reference Dial in by phone +1 863-333-5817,,252889248# United States, Lakeland Find a local number Phone conference ID: 252 889 248# For organizers: Meeting options Reset dial-in PIN
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2. Scope of Work

2.1. Scope of Work

Project Description:

Escambia County will evaluate the suitability of Bio-Health Pod Systems for use in stormwater ponds. Bio-Health Pod Systems are designed to function as submerged bioreactors that host, grow, and distribute beneficial microbial communities intended to metabolize excess organic matter and nutrients, reduce muck accumulation, limit conditions that promote algal growth, and improve water quality conditions in waterbodies receiving stormwater pond discharges and overflows.

The objective of this project is to evaluate the effectiveness, operational feasibility, and applicability of Bio-Health Pod Systems as a potential stormwater management technology for reducing nutrient concentrations, reducing muck accumulation, improving water quality conditions, and reducing conditions that contribute to harmful algal blooms. The project will evaluate the suitability of Bio-Health Pod Systems in three existing wet stormwater management facilities within Escambia County.

Escambia County is seeking a qualified firm (Contractor) to provide Bio-Health Pod Systems and associated technical services necessary to support implementation and objective evaluation of the technology. In addition to providing the Bio-Health Pod System equipment and associated components, the selected Contractor shall provide the technical and professional services necessary to support implementation and evaluation of the technology. Services shall include, but are not limited to, site

evaluation support, system design, permitting assistance, installation support, technical consultation, monitoring support, public education support, and final reporting assistance.

Task 1 – Quality Assurance Project Plan Technical Support

Escambia County will prepare, submit, and obtain approval of a project specific QAPP. The QAPP is required to be approved prior to initiation of monitoring activities. The QAPP approval process includes a first draft, second draft, and final submittal.

The Contractor shall provide technical review and written recommendations through Escambia County to support QAPP development, including site selection considerations, sampling methodology, monitoring parameters, data quality objectives, technology performance indicators, data interpretation methods, and quality assurance considerations.

Task 2 – Site Selection Support

Escambia County will identify a minimum of seven existing wet stormwater management facilities for consideration. Following completion of pre-implementation evaluation activities, three facilities will be selected for inclusion in the project. Stormwater facilities to be considered may include sites under the jurisdiction of other county partners such as the City of Pensacola or Florida Department of Transportation, District 3.

Escambia County will be responsible for securing access to stormwater facilities selected for inclusion in the project.

Contractor shall participate in the development and application of evaluation criteria to assist Escambia County in selection of the three facilities to include in this project. The Contractor shall evaluate available information provided by Escambia County and provide technical recommendations regarding site suitability for implementation of Bio-Health Pod Systems, including water depth, open water area, existing water quality conditions, nutrient concentrations, abundance of organic rich sediments, pond configuration, hydraulic characteristics, installation feasibility, and monitoring feasibility.

The Contractor may elect to perform an onsite evaluation of each of the wet stormwater facilities considered for inclusion. The Contractor shall provide written recommendations citing objective metrics regarding the relative suitability of candidate locations for consideration and inclusion in the final site selection report prepared by Escambia County.

Task 3 – Design and Permitting

Contractor shall prepare complete site-specific design packages for Bio-Health Pod System implementation at all three selected stormwater facilities. Design shall consider system sizing, pod configuration and placement, air supply requirements, equipment specifications, installation requirements, supporting infrastructure needs, maintenance considerations, operation and maintenance recommendations.

Design packages shall be submitted first as draft and later as final. Designs shall be developed to maximize the opportunity to effectively implement and evaluate the Bio-Health Pod Systems while remaining within available project funding and budget constraints. Designs shall be developed to maximize the opportunity to effectively implement and evaluate the Bio-Health Pod Systems while remaining within available project funding and budget constraints.

The Contractor shall evaluate the need for and obtain all required local, state, and federal permits, authorizations, and approvals necessary to fully implement the project, or obtain written documentation demonstrating that such permits, authorizations, or approvals are not required. Potential permitting agencies may include, but are not limited to, the Northwest Florida Water Management District and/or the Florida Department of Environmental Protection.

The Contractor shall provide professional certification when required.

Task 4 – Installation and Demobilization

Task 4a – Installation

The Contractor shall furnish, deliver, and install all equipment, materials, components, and appurtenances necessary for the operation of the Bio-Health Pod Systems at all three project sites in accordance with the final approved design plans and all applicable permits, authorizations, and regulatory requirements.

The Contractor shall protect all existing improvements in place and shall not remove, alter, relocate, or disturb any existing improvements unless specifically authorized in writing by Escambia County and the property owner, if different.

All equipment purchased for the project will become the property of Escambia County. Escambia County reserves the right to procure utility installation and other similar supporting infrastructure improvements, if required, under separate contracts with other vendors.

The Contractor shall evaluate and provide recommendations for solar-powered alternatives at project sites where installation of new electrical service is determined to either be impracticable or cannot be accommodated within available project funding and budget constraints.

The Contractor shall be responsible for maintaining the Bio-Health Pod Systems in operational condition throughout the duration of the project. Any equipment failures, deficiencies, or malfunctions that prevent the systems from operating as designed shall be promptly repaired or corrected by the Contractor at no additional cost.

The Contractor shall coordinate with Escambia County regarding any required maintenance, repairs, or system adjustments that may affect project implementation or evaluation activities.

Task 4b - Demobilization

The Contractor shall provide optional services to restore project sites to their pre-installation condition or better upon project completion. Escambia County will determine, on a site-specific basis, whether to retain the Bio-Health Pod Systems or direct their removal after the effectiveness of the project has been evaluated.

Task 5 – Monitoring Support and Performance Evaluation

Escambia County will be responsible for performing required monitoring, including all field and laboratory activities.

The project will include 12 months of performance and effectiveness monitoring conducted in accordance with a Quality Assurance Project Plan (QAPP) to be developed by Escambia County and approved by FDEP prior to initiation of monitoring activities.

Escambia County will provide monitoring data, as generated, to the Contractor. The Contractor shall provide written technical support related to review and interpretation of monitoring results, including evaluation of technology performance and identification of trends.

The Contractor technical interpretations and recommendations shall be provided for consideration by Escambia County and shall not replace or supersede the County's independent evaluation of project results, conclusions, and recommendations.

Task 6 – Public Education and Community Outreach

The Contractor shall provide public education support consistent with FDEP Grant Agreement requirements. The Contractor shall develop educational signage, content for the Escambia County website, and conduct two public presentations.

All materials shall be reviewed and approved by Escambia County and FDEP prior to public distribution. Educational materials shall objectively describe the project objectives, stormwater nutrient concerns, technology operation, monitoring approach, project findings as findings become available, and limitations and uncertainties.

The Contractor shall provide two public presentations at venues selected by Escambia County. All public statements shall be consistent with project data and scientific findings.

Payment for public education activities shall not exceed the FDEP-approved budget limitation of \$5,000.

Task 7 – Final Report and Presentation

The Contractor shall provide technical assistance for preparation of the FDEP-required Final Report and Final Report Presentation.

The Contractor shall provide information regarding system operation, maintenance activities, and any equipment issues or corrective actions necessary to support evaluation of the Bio-Health Pod Systems throughout the project duration.

The Contractor shall ensure technical information provided for the Final Report is scientifically objective and clearly identifies limitations and uncertainties. Escambia County shall retain final authority over conclusions and recommendations presented in the Final Report.

The final report will include information regarding project implementation, technology performance, monitoring results, nutrient reduction performance, muck reduction performance, operational considerations, costs, and future applicability.

The Contractor technical interpretations and recommendations shall be provided for consideration by Escambia County and shall not replace or supersede the County's independent evaluation of project results, conclusions, and recommendations.

Other Requirements:

- This project is funded by the Florida Department of Environmental Protection through the Innovative Technology Grant Program (Agreement No. INV75). All services provided by the Contractor shall comply with all applicable requirements, conditions, deliverables, timelines, and obligations contained within the FDEP Grant Agreement, including applicable attachments and approved modifications. Escambia County shall set reasonable deadlines for Contractor deliverables to assure County grant compliance. FDEP grant agreement provided as an attachment to this solicitation for reference.
- The project timeline and contractual services budget by task are included in the Grant Work Plan (FDEP Agreement No. INV75, Attachment 3). Interested firms shall use this information to demonstrate their ability to commit required resources and meet project-specific timelines and deadlines, as well as their ability to implement the project within the available project funding.
- This project is a technology demonstration and evaluation project. The purpose of this project is to objectively evaluate the performance and suitability of the Bio-Health Pod System. The outcome of this project is not predetermined. The Contractor will be expected to provide technical expertise while recognizing that Escambia County shall retain sole responsibility for independent evaluation of project results and conclusions.

2.2. [Timeline](#)

Please review the attached grant for timeline details on page 28 of the grant.

2.3. [Submission Format for Responses](#)

Vendor Submissions should be submitted in the following format:

- **Tab 1. Cover Letter & Capabilities Statement**
 - Applicants shall provide information regarding the firm including relevant capabilities and qualifications.
- **Tab 2. Capability of the firm to provide the Bio-Health Pod Systems necessary to satisfy the requirements of the grant-funded technology demonstration and evaluation project.**
 - Firms shall demonstrate their ability to provide the Bio-Health Pod Systems necessary to satisfy the requirements of the grant-funded technology demonstration and evaluation project.
- **Tab 3. Project team, approach, and technical ability**
 - Firms shall describe their proposed approach for implementing the project and providing the required technical services. Information should include, at a minimum, proposed approach to site evaluation support, system design, permitting, installation, operation and maintenance support, monitoring support, data interpretation, public education support, and final reporting assistance.
- **Tab 4. Ability to commit required resources and meet project-specific timelines and deadlines**
 - Firms shall describe their ability to provide the personnel, equipment, subcontractors, and other resources necessary to complete the project in accordance with the project schedule. Firms should demonstrate their ability to meet the required task deadlines and deliverables identified in the Grant Work Plan.
- **Tab 5. Ability to implement the project within available project budget**
 - Firms shall provide a proposal and demonstrate their ability to complete the required scope of work within the available contractual services project funding as identified in the Grant Work Plan.
- **Tab 6. Required Purchasing Documents**
 - All forms from the Vendor Submission Checklist should be uploaded in this section in PDF format.

3. Solicitation Terms & Conditions

Submission of a proposal in accordance with these Terms and Conditions and the General Terms and Conditions provided in Section IV below constitutes a binding offer from the respondent. The Terms and Conditions incorporated herein will become a part of the written agreement between the parties.

Pre-Proposal Inquiries

All inquiries concerning the solicitation, including, but not limited to, the scope of work, specifications, additional requirements, attachments, general or supplemental terms and conditions, must be submitted to the Office of Purchasing through the e-procurement portal hosted by OpenGov,

All questions or inquiries must be received no later than the last day for questions stated on the cover page of the solicitation. Any modification to the solicitation documents will be in the form of a written addendum issued by the County not less than five (5) days prior to the date and time of solicitation closing. Addenda will be provided to each respondent via email and will be posted to the Escambia County website at Escambia County Solicitations (<https://procurement.opengov.com/portal/escambiacyfl>). Such written addenda or modification shall be part of the solicitation documents and shall be binding upon each respondent. Each respondent is required to submit with the proposal a written acknowledgment to confirm receipt of any and all addenda. No respondent may rely upon any verbal modification to or interpretation of the solicitation documents, and no interpretation shall be considered binding unless provided in writing by the Office of Purchasing as provided in this provision.

Examination of Documents and Site

Before submitting a proposal, the Respondents 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 relevant documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

Preparation of Proposal

The Proposal shall be based upon the completion of the Scope of Work according to the drawings and specifications, together with all addenda thereto. The proposal must be executed by an individual listed as an authorized representative with the records on file with the Florida Division of Corporations website (Sunbiz) with the principal address provided below the signature. The proposal shall include evidence of respondent's authority and qualification to do business in the State of Florida.

As applicable, a state contractor license # for the State of Florida shall also be included in the proposal, and Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

Recommended Proposal Preparation Guidelines

All respondents 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. The County discourages overly lengthy or costly proposals, all proposals shall be submitted in one electronic file.

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.

Submittal of Proposal

A proposal shall be submitted no later than the date and time prescribed in the Request for Proposal and shall be accompanied by all required documents. It is the respondent's responsibility to ensure that its proposal is delivered at the proper time.

Each submittal shall include all the items listed in the [Vendor Submissions](#) section.

Identification of Subconsultants/Changes After the Fact

After submitting a proposal in response to this solicitation, respondents are prohibited from substituting, modifying, or amending the sub-consultants identified in the submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

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. Requests to alter or withdraw an offer must be submitted in writing to the Purchasing Director. Submittals may not be altered or unilaterally withdrawn by the respondent after the scheduled time for submittal opening. All offers not so withdrawn shall constitute an irrevocable offer and will remain subject to acceptance or rejection by the County for a period of 90 calendar days.

Proposal to Remain Subject to Acceptance

All proposals will remain subject to acceptance or rejection by Escambia County for ninety (90) calendar days after opening Submittals.

Conditional or Incomplete Proposals

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

Addition/Deletion of Item(s)

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.

Changes to Specification

Specifications are based on the most current literature available. The Office of Purchasing must be notified in writing of any proposed changes to the manufacturer's specifications, including, but not limited to, materials used, manufacturing process, or construction, that conflict with the specifications provided in the solicitation. Proposed changes must be explained in detail along with a copy of the relevant manufacturer's specifications. Proposed changes to the specifications provided in the solicitation shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Purchasing Director. Should Respondent fail to comply with this provision, Respondent will be liable for any costs incurred by the County to comply with the specifications provided in the solicitation.

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 contracts in effect at the time of issuing the solicitation or default under a previous contract.
- Listing of the respondent by any Local, State or Federal Government/Agency on its debarred/suspended vendor list.

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 County any additional information and financial data for this purpose as the County may request.

Negotiations

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

Evaluation of Proposals and Award of Contract

Escambia County will review all proposals and will provide the recommendation to award to the County Administrator, and the Board of County Commissioners. The County will award the proposal to the most 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 proposal that in its judgment will best serve the interest of the County.

Award

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

Form of Agreement

The Contract form shall be provided by the Office of Purchasing. The successful respondent shall, within 5 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. Failure to execute the contract within such period shall constitute a default, and the county may award the contract to the next responsive and responsible proposal or re-solicit and charge against the respondent the difference between the amount of the offer and the amount for which a contract is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid surety. The awarded respondent shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Escambia County Risk Manager before the successful respondent may proceed with the work.

Indemnification

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Offeror agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

4. General Terms and Conditions

Any and all Supplemental Terms and Conditions and specifications referenced within the solicitation that vary from these General Terms and Conditions shall have precedence. Submission of an offer in

accordance with these General Terms and Conditions and Supplemental Terms and Conditions constitutes a binding offer from the offeror. The terms and conditions incorporated herein will become a part of the written agreement between the parties.

Prospective offerors may utilize the Office of Purchasing Home Page to obtain Vendor Information and Solicitation Information, including Bid/Proposal Tabulations, Recommended Award(s), etc. In order to participate in a solicitation, offerors must establish an account via the e-procurement portal of the County's vendor management software hosted by OpenGov. Once the vendor registration is completed, the offeror will receive all notifications relating to the relevant solicitation via e-mail to the address registered with the account.

1. **Sealed Solicitations:** All solicitation forms shall be executed and submitted in the e-procurement portal of the County's vendor management software. The file name shall contain the solicitation number and title and the contractor/vendor's name. All solicitations are subject to the terms and conditions specified herein. Solicitation offers which do not comply with these terms and conditions are subject to rejection.
2. **Execution of Solicitation:** Solicitation forms shall be manually or electronically signed by an authorized representative in the space provided. Persons signing on behalf of a corporate entity must be identified as President or Vice President with the records on file with the Florida Division of Corporations or otherwise authorized by corporate resolution of the Board of Directors. Persons signing on behalf of a limited liability company must be identified as a managing member or other authorized representative with the records on file with the Florida Division of Corporations.
3. **No Offer:** If not submitting an offer, respond by selecting the "NO BID" option in the e-procurement portal of the County's vendor management software, specify the reason in the drop-down menu, and confirm the "NO BID" before the expiration of the Submission Deadline.
4. **Conduct of Participants:** The following policy will apply to all solicitations:

Conduct of Participants.

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

Definitions.

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation.

5. **Additional Terms and Conditions:** No additional terms and conditions included with the offer will be considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. It is understood and agreed that the General and Supplemental Terms and Conditions in this solicitation are the only terms and conditions applicable to this solicitation, and the contractor's authorized signature affixed to the offer attests to this.
6. **Mistakes:** Contractors are expected to examine the specifications, delivery schedule, solicitation prices, extensions, and all instructions pertaining to supplies and services described in the solicitation. Failure to do so will be at contractor's risk. In the event of an error in the extension of the unit price, the unit price will govern.
7. **Prices:** All offers shall include firm unit prices that include all packing, handling, shipping charges, and delivery to any point within Escambia County, Florida.
8. **Discounts:** Discounts for prompt payments shall not be considered when determining the lowest net cost for solicitation evaluation purposes except in cases of tie solicitations.
9. **Product Literature:** Offeror shall provide a copy of any relevant product literature and price list(s) with the offer.
10. **Abnormal Quantities:** Should any unusual or abnormal quantity requirements arise, the County reserves the right to solicit separate offers as a multiple award.
11. **Additional Quantities:** For a period not exceeding one hundred eighty (180) days from the date of the offer, the County reserves the right to purchase additional quantities at the prices offered in this solicitation. If additional quantities are not acceptable, the contractor must specify "OFFER IS FOR SPECIFIED QUANTITY ONLY".
12. **Approved Equivalents:** Any manufacturer's name, trade name, brand name, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The contractor may offer any brand for which it is an authorized representative that

meets or exceeds the specifications for any item(s). Customary measurements appearing in these specifications are not intended to preclude offers for commodities with metric measurements. If an offer includes equivalent products, indicate the manufacturer's name and number. The contractor shall submit with its offer applicable cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous solicitation will not satisfy this provision. Escambia County reserves the right to determine acceptance of item(s) as an approved equivalent. Offers that do not comply with these requirements are subject to rejection.

13. **Nonconformance to Specifications:** Items may be tested for compliance with the contract specifications by a testing laboratory acceptable to the County. The County may require the contractor to reimburse all costs incurred by the County in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs should the items fail testing. The data derived from any tests for compliance with the contract specifications are public records and open to examination in accordance with Chapter 119, Florida Statutes. Items delivered that do not conform to the contract specifications may be rejected and returned at contractor's expense. These items and items not timely delivered by the delivery date specified in the solicitation and/or purchase order may result in the contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in contractor's name being removed from the Office of Purchasing registered vendor list, and the County not doing business with the contractor until such time as the County has been reimbursed for all re-procurement costs.
14. **Service and Warranty:** Unless otherwise specified, the offeror shall define any warranty service and replacements that will be provided at no cost to the County during and subsequent to the contract term.
15. **Condition and Packaging:** All items shall be a new, current standard production model available at the time of the solicitation. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
16. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements, standards, and regulations of the Occupational Safety and Health Act (OSHA).
17. **Delivery:** Delivery shall be Monday through Friday during regular business hours, excluding County designated holidays, unless otherwise specified. Unless a date is specified, contractor must provide the number of days required to make delivery after receipt of purchase order. The County may utilize delivery time as a factor for recommending the award.

18. **Inspection, Acceptance and Title:** Inspection and acceptance will be at “the place of destination” unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County, unless loss or damage results from negligence by the County. The contractor shall be responsible for filing, processing, and collecting all damage claims.
19. **Samples:** Samples of items shall be furnished at no expense to the County. If not destroyed and upon written request, samples will be returned at the contractor’s expense. Each sample shall be labeled with the contractor’s name, manufacturer’s brand name, and serial number (as appropriate), solicitation number, and item reference. Requests to return samples must be received within 10 days after the solicitation opening date and must be accompanied by instructions with the applicable shipping authorization number and name of carrier. If instructions are not received, sample items become the sole property of the County and may be disposed of at the County’s discretion.
20. **Protests:** Any actual bidder/proposer who is aggrieved in connection with a pending award may submit a protest in writing to the Purchasing Director within two business days after the posting of the award recommendation as provided in Sec. 46-100, Escambia County Code of Ordinances.
21. **Solicitation Expenses:** The County accepts no responsibility for any expenses incurred by the offeror in the solicitation preparation and submittal as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the offeror.
22. **Taxes:** Escambia County does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to the purchases of tangible personal property by contractors who use the tangible personal property in the performance of contracts for the improvement of County owned real property.
23. **Invoicing and Payment:** Payments shall be made in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
24. **Improper Invoice; Resolution of Disputes:** Improper invoices for construction services and non-construction services will be processed in accordance with Sections 218.735(2)-(5) and 218.736(1), Florida Statutes, respectively. In the event a dispute occurs between a contractor and the County concerning payment of an original invoice, such dispute shall be finally determined by the County pursuant to the County’s Dispute Resolution Procedure established in accordance with Section 218.76(2), Florida Statutes.
25. **Conflict of Interest:** The offeror represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The offeror further represents that no person having any such

interest shall be employed by it during the agreement term and any extensions. The offeror shall promptly notify the Purchasing Director, in writing, of any potential conflict of interest which may influence or appear to influence the contractor's judgment or quality of services.

26. **Contingent Fees:** The offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the offeror to solicit and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the offeror any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement. For the breach or violation of this provision, the County shall have the right to terminate any resulting contract without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
27. **Code of Ethics; Gifts:** The award hereunder is subject to the provisions of Chapter 112, Part III, Florida Statutes, regarding the Code of Ethics for Public Officers and Employees, and the Escambia County Code of Ethics Policy. Contractors are required to promptly disclose to the Purchasing Director any gifts or gratuities offered to or solicited by any County employee or public officer. The right of the contractor to proceed may be terminated by the County if, after notice and hearing, the Purchasing Director determines that the contractor, its agent, or another representative offered or gave a gratuity, including, but not limited to, money, services, travel, entertainment, or gifts to an officer, official, or employee of the County under circumstances where it may be reasonably inferred that the action of the contractor was intended to obtain a contract or favorable treatment under a contract. If the resulting contract is terminated under this clause, the County will be entitled to pursue all available legal remedies, including an action for breach of contract. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
28. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items prior to delivery, it shall be the responsibility of the contractor to provide written notice to the Office of Purchasing identifying the applicable restrictions or regulation(s) that necessitate the alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
29. **Legal Requirements:** This solicitation shall be conducted in accordance with the provisions of the Escambia County Purchasing Ordinance, and all applicable laws and regulations of the State of Florida and the Escambia County Code of Ordinances shall apply to any resulting contract. Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations shall govern development, submittal, and evaluation of all offers received in response hereto and shall govern any and all claims and disputes which may arise regarding this solicitation or any resulting

contract; and lack of knowledge by any offeror shall not constitute a cognizable defense against the legal effect thereof.

30. **Compliance with Laws:** The contractor agrees to comply with all applicable federal, state and local laws, rules, policies, or guidelines related to this offer and the performance of any resulting contract, including, but not limited to, the requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), the Equal Employment Opportunity (EEO) Act, and the Illegal Immigration Reform and Immigrant Responsibility Act, as amended, (8 U.S.C.A. §1324a).
31. **Patents and Royalties:** In addition to any other indemnification obligation, the contractor shall hold harmless, indemnify and defend the County and its officers, agents, and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the offeror. The contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement and will afford the contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its option and expense, procure the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that the offered prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
32. **Public Records:** Any documents submitted in response to this solicitation may be subject to disclosure pursuant to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes. contractor waives any claim of confidentiality upon submission of its offer. Records that are exempt or exempt and confidential will not be disclosed to any third-party except as authorized by law. Pursuant to Section 119.071 (1)(b)-2., Florida Statutes, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
33. **Equal Employment Opportunity:** In the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap.

34. **Contractor Personnel:** The County shall, throughout the term of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the County reasonably rejects staff or subcontractors, the contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day- to-day supervision and control of the contractor's employees and subcontractors is the sole responsibility of the contractor. Contractors who are suspended or debarred are prohibited from subcontracting.
35. **Public Entity Crimes:** Pursuant to Section 287.133(2), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Sworn Statement on Public Entity Crimes must be completed and submitted with the offer. Information as provided may be verified through the State of Florida.
36. **Scrutinized Companies:** Pursuant to Section 287.135, Florida Statutes, a company is ineligible to bid or submit a proposal for, or enter into or renew a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engage in a boycott of Israel or bid on submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more if on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 or is engaged in business operations in Cuba or Syria. The Scrutinized Companies Certification must be completed and submitted with the offer. If contractor is found to have submitted a false certification or subsequently fails to maintain compliance, the contract may be terminated for cause.
37. **Prohibition Against Considering Social, Political, Ideological Interests:** Pursuant to Section 287.05701, Florida Statutes, the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the County may not give preference to any vendor based on the social, political, or ideological interests of the vendor.
38. **Prohibition Against Use of Coercion for Labor and Services:** In accordance with §787.06(13), Florida Statutes, Contractor shall sign and submit with its offer a Certification Regarding the Use

of Coercion for Labor and Services attesting that Contractor does not use *coercion* for labor or services as the term is defined in §787.06(2), Florida Statutes.

39. **Suspended and Debarred Vendors:** Offers shall be received from only those contractors who are presently in good standing on the County's vendor list. By submitting an offer, the contractor certifies that it is not currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government; and that it is not an agent of a person or entity that is currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government.
40. **Drug-Free Workplace:** Pursuant to Section 287.087, Florida Statutes, whenever two or more offers that are equal with respect to price, quality, and service are received by the County for the purchase of commodities or contractual services, an offer received from a business that certifies it has implemented a Drug-Free Workplace Program shall be given preference in the award process.
41. **License and Certifications:** Before submitting an offer, the offeror shall have met the applicable licensing, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and must provide copies of documentation which evidence such qualifications with the response to this solicitation, and the offeror shall maintain such credentials throughout the term of the contract. Offeror will provide a copy of a current certificate of authority from the Secretary of State authorizing the company to do business in the State of Florida or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority with the response to this solicitation. The County may allow this responsiveness issue to be cured after submission of the offer within a reasonable period of time and prior to any recommendation for award. Offeror will also provide a copy of the current business tax receipt in accordance with the requirements of Chapter 205, Florida Statutes, and Chapter 90, Article III, Sec. 90-91 through 90-95 relating to Local Business Taxes. Failure to provide such evidence may render the offer non-responsive.
42. **E-Verify:** In accordance with Section 448.095, Florida Statutes, 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 contract term and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. 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. The resulting contract may be subject to termination if the contractor fails to maintain compliance.

43. **Contract Documents:** This solicitation shall be included and incorporated in the final contract and purchase order. The order of precedence for the contract documents will be the contract, purchase order, solicitation, and contractor's response. Any and all legal action necessary to enforce the contract will be held in Escambia County, and the contract will be interpreted according to the laws of Florida.

44. **Uniform Commercial Code:** Chapter 672, Florida Statutes, the Uniform Commercial Code shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Escambia County for any terms and conditions not specifically stated in this solicitation and the relevant contract documents.

45. **Default:** Failure to perform in accordance with the terms of this solicitation and resulting contract may constitute a material default and grounds for termination with any and all re-procurement costs charged against the awarded contractor. In addition, contractor's name may be removed from the Office of Purchasing registered vendor list; and the County will not do business with the contractor until the contractor may be reinstated to the vendor list in accordance with the County Purchasing Ordinance.

5. Standard Insurance Requirements and Certificates

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

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

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

A. General Insurance Provisions

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

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work,

the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

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

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

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

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

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

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

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

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

B. Specific Insurance Requirements

1) Workers Compensation Coverage

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

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

2) General Liability Coverage

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

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease-broad and broad form property damage coverages. **Coverage B** shall include Personal Injury. **Coverage C**, Medical Payments, is required.

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

3) Business Auto Liability Coverage

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

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

4) Umbrella Liability Coverage (when 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.

6. Insurance for Pollution Liability

Contractor's Pollution Liability: Required if contract involves potential pollution risk to the environment from working in, on or beneath the surface of the land (or water) or involves a system such as HVAC or refrigeration that contains a potential pollutant. Policy should cover the Offeror's completed operations and be required to remain in effect up to the statute of repose after project completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials or other irritants, contaminants, or pollutants, including asbestos. If the coverage is written on a claims-made basis, the Offeror warrants that any retroactive date on the policy applicable to this project precedes the effective date of this contract.

Limits for Contractor's Pollution Liability should be at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate but should be increased to reflect the scope and potential severity of the project. If the project involves extensive underground work or near utility lines it should be reflected with requirements for higher limits, for example \$3,000,000 or \$5,000,000.

7. Insurance for Professional Liability

Professional Liability (including **Design Build Errors & Omissions**) If the contract involves any Architectural and/or Design work, 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.

8. 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

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32502

Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

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

9. Vendor Submissions

All forms downloaded in this section must be uploaded with your submission and dated within the past 30 days.

Active registration with the Florida Division of Corporations (SunBiz) is required at the time of submission.

9.1. [I certify that I have read through the attached solicitation, and I understand all specifications, terms, conditions, and materials provided therein.](#)

☐ Yes

☐ No

9.2. [Contract Execution and Certificate\(s\) of Insurance**](#)

The contract shall be executed by the successful bidder and shall be returned, with the Certificate(s) of Insurance to Escambia County so that it is received within **10 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm

*Response required

9.3. [References Form*](#)

Please download the below documents, complete, and upload.

- [REFERENCES FORM.pdf](#)

*Response required

9.4. [Deletion of Records Form*](#)

Deleted and Destroyed Documents Letter

PD PD 25-26.111 Bio-Health Pod Systems Stormwater Technology Demonstration and Suitability Evaluation Project- Re-Solicit

To the Escambia County Office of Purchasing

Our firm recently received an Solicitation for 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.

☐ Please confirm

*Response required

9.5. [E-Verify Certification*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [E-Verify.pdf](#)

*Response required

9.6. [Sworn Statement Pursuant to Section 287.133\(3\)\(A\), Florida Statutes on Entity Crimes*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [PD 25-26.111 - Sworn Statem...](#)

*Response required

9.7. [Anti Human Trafficking Affidavit - HB7063*](#)

Please download the below documents, complete, and upload.

- [Certification.HumanTraffick...](#)

*Response required

9.8. [Conflict of Interest Form*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Conflict_of_Interest.pdf](#)

*Response required

9.9. [Drug-Free Workplace Form*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Drug_free_workplace.pdf](#)

*Response required

9.10. [Information Sheet for Transactions and Conveyances Corporate Identification.*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Information_Sheet.pdf](#)

*Response required

9.11. Scrutinized Companies Certification*

Please download the below documents, complete, and upload with your proposal submission.

- [Scrutinized Companies.pdf](#)

*Response required

9.12. Certificate of Authority to do Business from the State of Florida (SunBiz)*

The person listed as the contract signature authority must be listed as an authorized representative with the records on file with the Florida Division of Corporations (Sunbiz) for FEIN provided. Upload your proof of certification with your Proposal Package.

*Response required

9.13. 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.*

Upload with your proposal

*Response required

9.14. Required Federal Document requirements.*

Please download the below documents, complete, and upload.

- [Exhibit.FederalContractProv...](#)

*Response required

9.15. Proof of registration with the Federal System of Award Management (SAM)*

*****This must be active at the time of submission and under the company name in which your bid is submitted.***** Upload your certification with your proposal.

*Response required

9.16. Proof of registration with the Federal System of Award Management (SAM)***

*****This must be active at the time of submission and under the company name in which your bid is submitted. Otherwise, bidder may be disqualified.*****

*Response required

9.17. Current W-9*

Please upload as a part of your submission package

*Response required

9.18. Proposal Package*

Enter your proposal in the format required by this solicitation. Review Scope of Work for Submission Format. PDF format preferred but Word is also acceptable, or Excel if applicable to the solicitation.

*Response required

10. Evaluation Process

Evaluation Process

The evaluation process for this solicitation can be conducted in multiple phases as outlined below:

- **Phase 1: Initial Evaluation and Shortlisting**

Submission Review: All submitted proposals will undergo an initial evaluation based on the evaluation criteria specified in the solicitation document.

Scoring for Shortlist Purposes: The scoring from this initial phase (as outlined in the solicitation) will be utilized solely for the purpose of developing a shortlist of firms. This shortlist will include firms that are considered most qualified based on their submitted proposals against the scoring criteria.

- **Phase 2: Invitation to Interviews**

Selection for Invitation to Interview: The Short listed firms may be invited to an Invitation to Interview (Phase II). This phase may include interviews or oral presentations and ad hoc question and answer with the evaluation committee and each short listed vendor, which will be noticed via letter of invitation to Discussion & Ranking. The available time for presentations, questions/topics, and scoring weight for each question will be provided with reasonable notice to short listed firms in the invitation.

Evaluation During Presentations: The evaluation committee will assess the interviews/presentations based on the weights assigned to the questions or topics outlined in the invitation in a Final Ranking Meeting following the Interviews.

Final Scoring: Escambia County does not utilize consensus scoring. Only the Phase II scoring resulting from the discussion and ranking meetings, oral presentations, and/or interviews will be utilized to interpret the final scores to determine the intent to award for the solicitation during the Final Ranking Meeting.

- **Final Ranking & Intent to Award** If the Evaluation Committee moves to award in the Final Ranking Meeting, the firm with the highest final score from Phase 2 will be recommended for contract award. In the event of a tie for total score, the top ranked firm across evaluators should be recommended for award. The project manager will then provide a recommendation to Purchasing, the County Administrator, and the Board of County Commissioners for award based on the final motion from the Evaluation Committee.

11. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Capability of the firm to provide the Bio-Health Pod Systems necessary to satisfy the requirements of the grant-funded technology demonstration and evaluation project. Firms shall demonstrate their ability to provide the Bio-Health Pod Systems necessary to satisfy the requirements of the grant-funded technology demonstration and evaluation project.	Points Based	40 (57.1% of Total)
2.	Project team, approach, and technical ability Firms shall describe their proposed approach for implementing the project and providing the required technical services. Information should include, at a minimum, proposed approach to site evaluation support, system design, permitting, installation, operation and maintenance support, monitoring support, data interpretation, public education support, and final reporting assistance.	Points Based	10 (14.3% of Total)
3.	Ability to commit required resources and meet project-specific timelines and deadlines Firms shall describe their ability to provide the personnel, equipment, subcontractors, and other resources necessary to complete the project in accordance with the project schedule. Firms should demonstrate their ability to meet the required task deadlines and deliverables identified in the Grant Work Plan.	Points Based	10 (14.3% of Total)
4.	Ability to implement the project within available project budget Firms shall provide a proposal and demonstrate their ability to complete the required scope of work within the available contractual services project funding as identified in the Grant Work Plan.	Points Based	10 (14.3% of Total)