## AIRCRAFT MAINTENANCE HANGAR DOOR REPLACEMENT @ DESTIN AIRPORT



RFB: AP 48-13

BIDS DUE: JULY 25, 2013 @ 3:05 P.M.

# NOTICE TO BIDDERS AIRCRAFT MAINTENANCE HANGAR DOOR REPLACEMENT AT DESTIN-FT. WALTON BEACH AIRPORT OKALOOSA COUNTY, FLORIDA

Notice is hereby given that the Board of County Commissioners of Okaloosa County will receive sealed bids until 3:05 p.m. Thursday, July 25, 2013 (local time) for Okaloosa County at which time and place all bids will be publicly opened and read aloud. Bids must be submitted in a sealed envelope clearly marked "BID ENCLOSED – Aircraft Maintenance Hangar Door Replacement, Destin-Ft. Walton Beach Airport."

At 3:05 p.m., Thursday, July 25, 2013 (local time), the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "BID ENCLOSED – AIRCRAFT MAINTENANCE HANGAR DOOR REPLACEMENT, DESTIN-FT. WALTON BEACH AIRPORT." Bids shall be opened at 3:05 p.m., Thursday, July 25, 2013 (local time). The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305 prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview FL 32536.

The project consists of all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

#### Removal of existing hangar door and furnish & install new hangar door

Beginning on <u>June 27, 2013</u>, drawings, specifications, and project documents may be examined at the Office of the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview FL 32536.

#### OWNER'S CONTACT:

Tracy Stage, A.E.E.
Deputy Airports Director
Okaloosa County Airports
1701 Highway 85 North
Eglin AFB, FL 32542
Tel: 850-651-7160
Fax: 850-651-7164

tstage@co.okaloosa.fl.us

All bids should be addressed as follows:

#### BID ENCLOSED -AIRCRAFT MAINTENANCE HANGAR DOOR REPLACEMENT

Clerk of the Court Attn: Gary Stanford 302 N. Wilson St. #203 Crestview FL 32536

Note: Crestview Florida is not a next day-guaranteed delivery location by delivery services.

## //Signed// - J Jack Allen for

Richard L. Brannon Purchasing Director <u>06/28/2013</u> Date

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FL

Don R. Amunds, Chairman

## AIRCRAFT MAINTENANCE HANGAR DOOR REPLACEMENT @ DESTIN AIRPORT

BID #: AP 48-13

#### **SCOPE OF WORK**

- **100-1.1** The contractor shall furnish all labor and materials to completely design and install, at the location described, braced frame metal, motorized bi-folding replacement door, designed for a 140 MPH (3-second gust) wind load, or greater wind load if required by the latest edition of the building code. The hangar door shall be designed and fabricated as a permanent structure.
- **100-1.2** The items to be furnished by the contractor shall include, but not limited to, the following:
  - a. One electric bi-folding door to replace the existing door (Match Existing). Door opening is approximately 100'-0 wide x 25'-0 high. Verify existing conditions and utilize the existing framing materials.
  - B. All electrical connections are by this contractor.
- **100-1.3** The contractor shall secure all necessary permits, including a building permit from the Okaloosa County Building Department, at no cost to the Owner. All construction shall meet the requirements of the Florida Building Code, latest Edition with amendments in force at the time the contract is awarded, Fire Codes and all other applicable codes.
- 100-1.4 The contractor shall submit five sets of complete drawings and engineering calculations of the door. Drawings and calculations shall bear the signature and stamp of a registered Professional Engineer licensed to practice in the State of Florida who is competent in structural engineering. The Professional Engineer shall certify that the door is designed in accordance with the specifications outlined below and accepted engineering practice. The shop drawings and calculations submitted by the contractor shall be complete and self-explanatory so as to permit the Owner to be able to conduct a thorough review without referring back to the manufacturer. Construction shall not commence until the contractor has received copies of these drawings and calculations bearing the acceptance of the Owner's Engineer. Contractor should allow not less than fifteen (15) working days for review of these drawings by the Owner's Engineer. Acceptance by the Owner's Engineer does not relieve the contractor of his obligation to obtain a building permit, including any necessary changes to the drawings and calculations.
- **100-1.5** The Contractor shall take necessary precautions to protect all material stored on-site, and unfinished construction, from inclement weather, including high winds. Precautions shall include measure to protect public and private property and people from damage or injury due to wind-driven materials.

### **DESIGN DETAILS**

- **100-2.1** Minimum Nominal Interior Dimensions Each Bay (Basis of Design; Minor differences allowed for alternate acceptable manufacturers.)
  - a. Corporate Hangar with 100 foot door width:

- 1. Door Opening 100 feet, 0 inches (100'-0")
- 2. Door Height Clearance 25 feet, 0 inches (25'-0")

#### 100-2.2 General Design

- a. Professional building design and competent erection practices shall eliminate the need for field modification of framing members. If field modification is found to be necessary, the Engineer shall be notified and informed as to modification required. The modifications shall be in accordance with the most rigid standard procedures and approved by the Engineer of Record prior to being made.
- b. The components and parts of the building (consisting of primary structural steel framing, necessary bracing and connecting members, all with necessary closures and fasteners) shall be indicated on the plans and/or specifications submitted by the bidder. Sectional view shall be provided where necessary to clearly show construction details.
- 100-2.3 Structural Steel Design All structural steel mill sections or welded plate sections shall be designed in accordance with the latest edition of AISC "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings", and all light gauge cold formed steel structural members shall be designed in accordance with the latest edition of AISI "Specifications for the Design of Light-gauge Cold-Formed Structural Members".
- 100-2.4 Hangar Door The contractor shall provide an electrically operated bi-fold door for the hangar bay. The successful hangar door manufacturer shall submit an engineering analysis showing that the proposed door in the closed position will sustain the wind loads specified for this hangar. This analysis must be in accordance with A.I.S.C. and A.I.S.I. codes, and the Florida Building Code.

Additional performance specifications for the electrically operated bi-fold door are as follows.

a. Electric bi-fold doors - The existing hangar building shall be furnished with a bifold type, electrically operated overhead door. The door shall be controlled by a
single operating switch which will in turn control a dedicated electric motor to be
specified and furnished by the contractor necessary worm gear and speed
reducer. Door frames shall be made of steel with primed red oxide primer and
finish paint. Color to be selected by the owner and covered with ribbed or
pressed sheeting not less than 26 gage (60,000 lb. min. tensile strength) painted
galvalume steel. Door frames shall be fabricated for field bolting assembly. Door
sheeting shall be prepunched for accurate assembly using the same hardware as
specified for walls.

The door shall have a weathering flap consisting of vinyl weatherstrip at the bottom to make contact with the foundation. The bi-fold door shall be operated via the electric motor by roller chains or cables to be raised and lowered by sprockets or drums. The bi-fold door shall contain two-hinged entrance may-way door not less than 36 inch wide by 6 feet, 6 inches high. Each walk-in door shall be fitted with a cylinder-type lock and springs hinges. Bi-fold door hinges and door connection hinges shall be provided with a grease fitting to facilitate maintenance of hinges.

The successful hangar door manufacturer shall submit, upon request, engineering analysis showing that the door in the closed position will sustain the wind loads specified for this hangar. This analysis must be in accordance with the A.I.S.C. and A.I.S.I. codes, and the Florida Building Code.

The contractor shall provide the required electrical hook up for the electrically operated bi-fold door. This will involve connecting the door motors to the drum switches and limit switches. Motors, drum switches and limit switches are to be furnished, installed and are included in the lump sum pay-item for the hangar door.

#### **END OF SECTION**

## SPECIAL CONDITIONS

- 1. **Bid Price** The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
- 2. **Applicable Lows & Regulations** The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall comply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
- 3. **Permits** The contractor shall be responsible for obtaining any necessary building permits.
- 4. **Project Site** All bidders are required to visit the project site and become familiar with the scope of work before submitting a bid.
  - For technical information or to see jobsite, contact Tracy Stage, Northwest Florida Regional Airport @ 850-651-7160; 8:00 a.m. 5:00 p.m. Monday thru Friday.
- 5. **Bid Information** Questions concerning bid requirements or specifications should be directed to Jack Allen at the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview Florida 32536 at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.
- 6. **Specification Exception** Bidder shall clearly list any changes in the bid specifications. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable bid page. Failure of the bidder to comply with these provisions will result in the bidder being responsible for all costs required to bring the building in compliance with contract specifications.
- 7. **Addition/Deletion of Items** The County reserves the right to add or delete any item from this bid or resulting when deemed to be in the County's best interest.
- 8. **Damages** The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds etc., and shall repair or replace any damage at his own expense.
- 9. **Protection of Work Area** The contractor will be required to protect all work areas necessary to prevent accidents and insure safe working conditions for employees and work related personnel.
- 10. **Warranty** Bidder shall provide terms/length of any warranty as requested as an attachment.
- 11. **Public Entity Crime Information** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, suppliers, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### 12. Conflict of Interest Disclosure Form

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

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

13. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

14. Recycled Content Information – In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

15. **Local Preference** – Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that

given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Note: For bidder's convenience, this certification is enclosed and is made a part of the bid package.

16. **Hold Harmless** – To the fullest extent permitted by law, Contractor shall indemnity and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or international wrongful conduct of the contractor and other persons employed or utilized by the contractor in the performance of this contract.

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

17. **Reorganization or Bankruptcy Proceedings** – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

#### 18. Right to Waive and Reject

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa 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.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.
- 19. <u>Disqualification of Proposers</u> Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. 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.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- 20. **Conditional & Incomplete Bids** The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.
- 21. **Investigation of Bidder** The owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plan equipment and materials which bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
- 22. **Preparation of Bids** Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any bid may be rejected which contains any omissions, erasure, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting bids.
- 23. **Bid Bond** Bidders are required to submit a Bid Bond, Cashier's or Certified Check in the amount of 5% of their total bid and **the Bid Bond** is **to be attached to their bid**.
- 24. **Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a

public building or public work, may not submit bids 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.

25. **Final Payments** – In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the contractor as follows:

**Final Payment** – Upon submission by the contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on accounts of this Agreement shall be made within sixty (60) days after completion by the contractor of all work covered by this Agreement and acceptance of such work by the Owner.

26. **Bid Opening Information** – Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.

**Note:** Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

- 27. **Bid Tabulation Sheet** Any bidder interested in receiving a copy of the bid tabulation sheet may contact the Purchasing Department; 850-689-5960 or <a href="mailto:swilliams@co.okaloosa.fl.us">swilliams@co.okaloosa.fl.us</a>
- 28. **Clean-Up** All sites will be left clean and properly returned to their original condition. Care will be taken to disturb as little as possible in all work areas.
- 29. **Inspection** The Owner reserves the right to periodically spot check work and to stop work if necessary to confirm proper installation.
- 30. **Final Acceptance** Payment for any/all work will not be made until the Owner determines that the scope of work is complete and satisfactory.

## "NO CONTACT CLAUSE"

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation <u>must</u> be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

1	representing		
Signature		Company Name	Date

Hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

## REFERENCE DATA SHEET

## **Refer to Bid Specification** NAME OF CUSTOMER **ADDRESS** PHONE NUMBER PERSON TO CONTACT NAME OF CUSTOMER **ADDRESS PHONE NUMBER** PERSON TO CONTACT NAME OF CUSTOMER **ADDRESS** PHONE NUMBER PERSON TO CONTACT NAME OF CUSTOMER **ADDRESS** PHONE NUMBER PERSON TO CONTACT NAME OF CUSTOMER **ADDRESS** PHONE NUMBER PERSON TO CONTACT

## **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name	Authorized Signature - Manual
Physical Address	Authorized Signature - Typed
Mailing Address	Title
Phone Number	FAX Number
Cellular Number	After-Hours Number(s)
DATE	

## **ADDENDUM ACKNOWLEDGEMENT**

The bidder acknowledges that he/she has received the following addendum:

ADDENDUM NO	DATED	
ADDENDUM NO		
ADDENDUM NO	DATED	
ADDENDUM NO	DATED	
ADDENDUM NO	DATED	
Bidder Firm Name:		
Address:		
Title:		
Phone #:		
FAX No ·		

## **CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES		NO	
NAME(	(S)	POSITION(S)	
FIRM NAME:			
BY (PRINTED):			
BY (SIGNATURE):		<del></del>	
TITLE:			
ADDRESS:			
PHONE NO.			
E-MAIL			

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

DATE:	 SIGNATURE:	
COMPANY:	 NAME:	(Typed or Printed)
ADDRESS:	 TITLE:	
	E-MAIL:	
PHONE NO.:		

## **RECYCLED CONTENT FORM**

## **RECYCLED CONTENT INFORMATION**

1.	Is the material in the above: Virginblank). If recycled, what percentage		_ (Check the applicable
	Product Description:		
2.	Is your product packaged and/or shipped in	n material containing re	ecycled content?
	Specify:		
3.	Is your product recyclable after it has reach	ed its intended end use	e?
	Yes No Specify:		
The a	pove is not applicable if there is only a person	al service involved with	no product involvement.
Name	e of Bidder:		
F-Mai			

## LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition	
Does the state, county, municipality or politipreference to their local bidders? (If your "NO.") If "YES," list below the extent of such	tical subdivision in which your firm is located offer a firm is located in Okaloosa County, you will check n preference.
YES	NO
Bidder's Company Name	Authorized Signature – Manual

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Authorized Signature – Typed

E-Mail

## E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply

## INSURANCE REQUIREMENTS

#### Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the CONTRACTOR.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

## Workers' Compensation Insurance

- 1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
- 2. Such insurance shall comply with the Florida Workers' Compensation Law.
- 3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## Business Automobile and Commercial General Liability Insurance

- 1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Nonowned & Hired Motor Vehicle coverage.
- 2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
- 3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the CONTRACTOR shall notify the County representative in writing. The CONTRACTOR shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
- 4.) Completed Operations and Products Liability
- 5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

## **Limits of Liability**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

. . . . . . . .

Α.	Worker's Compensation	<u>LIMII</u>
	<ul><li>1.) State</li><li>2.) Employer's Liability</li></ul>	Statutory \$1,000,000 each accident
B.	Business Automobile & Commercial General Liability Insurance	\$15,000,000 each occurrence (A combined single limit)
C.	Personal and Advertising Injury	\$250,000

#### Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR**'s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **Indemnification & Hold Harmless**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

#### Certificate of Insurance

A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County 602-C North Pearl Street Crestview, Florida 32536

B. All policies shall expressly require 30 days written notice to Okaloosa County at the

address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR**'s full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

## **General Terms**

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

#### <u>Umbrella Insurance</u>

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

## **BID SHEET**

BID #:	AP 48-13		
BID ITEM:	ID ITEM: AIRCRAFT MAINTENANCE HANGAR DOOR REPLACEMENT @ DESTIN AIRPORT		
TOTAL BID P	RICE (LUMP SUM)	\$	# OF DAYS
REMARKS:			
compared parties to with, prior	I his bid with oth bid whatever. to, or after any	ner bidders and (Note: No prem delivery of ma	gned bidder has not divulged to, discussed or has not colluded with any other bidder or niums, rebates, or gratuities permitted either aterials. Any such violation will result in the applicable) and the removal from bid list(s).
Bidder's Co	ompany Name		Authorized Signature – Manual
			Authorized Signature – Typed
Address			Title
Phone #			Fax #
Federal ID	# or \$\$ #		E-mail address