



REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:

Okaloosa County Artificial Reef Construction Project

RFB NUMBER:

RFB # TDD 47-15

RFB OPENING DATE & TIME:

May 27th, 2015 3:00 P.M. CST

LAST DAY FOR QUESTIONS:

May 19th, 2015 3:00 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS

RFB TDD 47-15

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **May 27th, 2015 2:00 P.M. CST**, for the **Okaloosa County Artificial Reef Construction Project**.

Interested respondents desiring consideration shall provide an original and three (3) copies {total four (4)} of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Guidelines detailing form and content requirements for qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html then access the link "Vendor Registration and Opportunities" which will link you to the Florida Purchasing Group <http://www.floridabidsystem.com/>

On **May 27th, 2015 3:00 P.M. CST**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Okaloosa County Artificial Reef Construction Project**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** 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. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

Prospective respondents are strongly encouraged to attend a recommended pre-bid meeting on **May 18th, 2015 at 9:00 A.M. (CST)** at the Okaloosa County Water and Sewer Building, 1804 Lewis Turner Blvd, Suite, Fort Walton Beach, FL 32547. All prospective bidders must submit the required affidavit (Eglin AFB Form 90 included) via email to Sunnie Estes, sestes@co.okaloosa.fl.us in the County Purchasing Department; by **May 11th, 2015 by 3:00 P.M. (CST)**.

The County reserves the right to award the bid to the lowest, most responsive and responsible respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Okaloosa County Artificial Reef Construction Project

Clerk of Circuit Court
Attn: Teresa Ward
Newman C. Brackin Bldg.
302 N. Wilson St. # 203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

Deputy Clerk
Clerk of Circuit Court

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
Nathan D. Boyles
Chairman

BID REQUIREMENTS

PURPOSE:

The purpose of this RFB is to secure sealed bids for the construction of two large-scale artificial reefs in State waters offshore Okaloosa County, Florida. The construction will involve the loading and vehicle transport of approved concrete materials from land-based staging areas to a proposed waterside loading area, transferring the material to an appropriate offshore conveyance, offshore transport, and placement within designated permitted artificial reef areas in accordance with the contract documents. The approved materials used to construct the two reefs shall consist of re-purposed concrete targets of various sizes from Eglin Air Force Base (AFB) and surplus concrete materials (e.g. culverts) from Okaloosa County and Fort Walton Beach public works departments.

This project is funded by the U. S. Fish & Wildlife Service – Federal Aid in Sport Fish Restoration Program, and the Florida Fish & Wildlife Conservation Commission – Division of Marine Fisheries Artificial Reef Grants Program, Grant No. FWC-13243.

SCOPE OF SERVICES:

The proposed project includes the construction of large-scale artificial reefs within two permitted artificial reef areas in State Waters offshore of Okaloosa County. A single artificial reef shall be constructed at the centroid of each of the two permitted reef areas – Fish Haven #13 and #14 – located approximately 2.4 and 5.6 nautical miles from East Pass. The Construction Drawings show the proposed overall reef areas and artificial reef site locations. An approximately equal volume of material shall be placed at each patch reef and the total volume of reef material transported and deployed will be based on the lowest, qualified bid. The total project budget for the project is \$240,000. The funding for the project is provided by a not to exceed \$140,000 grant from the Florida Fish and Wildlife Conservation Commission (FWC) with a cash match not to exceed \$100,000 from Okaloosa County. The approved materials used to construct the two patch reefs shall consist of re-purposed concrete targets of various sizes from Eglin Air Force Base (AFB) and surplus concrete materials from Okaloosa County and Fort Walton Beach public works departments. The project requires loading and hauling the proposed concrete materials from existing stockpile areas to a proposed waterside loading area, transferring the material to an appropriate offshore conveyance (e.g. barge, etc.), offshore transport, and deployment within the specified artificial reef site(s) in accordance with the contract documents.

RFB SUBMITTAL REQUIREMENTS:

In addition to the forms required for submittal, bidders must also include the following:

1. A description of the proposed equipment resources that are proposed to be used to complete the deployment.
2. A deployment plan describing the bidders approach to the project and how the material will be loaded, transported, and ultimately deployed in accordance with the contract documents. The Plan shall also include a proposed schedule of operations outlining key work tasks and the overall timeline.
3. A detailed description of experience and understanding of artificial reef deployments, including a description of the bidder's organizational structure, key personnel, and a list of artificial reef deployments conducted within at least the last 5 years. Bidders shall also provide specific detail as it

relates to the proposed project (i.e., repurposed concrete material handling, upland and offshore transport, and deployment).

The County reserves the right to disqualify any RFB it deems does not provide clear descriptive information.

Selection preference will favor the qualified bidder who proposes to deploy the largest volume of artificial reef material (measured in U.S. tons) in accordance with and as described in the Construction Drawings and Specifications (included within Attachment "A" and "B").

FWC GRANT REQUIREMENT

In accordance with Executive Order 12549, Debarment and Suspension, the **GRANTEE** shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the **GRANTEE** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. The **GRANTEE** shall include the language of this section, in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

Upon execution of subcontracts funded by this Agreement, the **GRANTEE** shall require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Form. As required by sentences 1 and 2 above, the **GRANTEE** shall include the language of this section, and Attachment F in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

A Bid Bond is required in the amount of \$12,000.00, which is 5% of the Construction Budget. The Performance Bond will be required 10 days after the Notice to Award has been issued.

RESPONDENT'S INSURANCE

1. The Respondent 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 Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. 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.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County 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 and the Respondent.
6. 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent 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.

10. 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 Respondent 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, the Respondent 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 to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. If any operations in connection with this solicitation are to be undertaken on or about navigable waters, coverage under the Longshore and Harbor Workers' Compensation Act and if applicable, the Jones Act, must be provided with limits in accordance with Federal Law.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent 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, and Broad Form Property Damage.
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 Respondent shall notify the County representative in writing. The Respondent 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 Respondent's Liability
 - 4.) Completed Operations and Products Liability
5. Respondent 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:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State and if applicable, coverage under the Longshore Harbor Workers Act and Jones Act	Statutory and Federal Regulations
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The Respondent 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 Respondent'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 Respondent 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, Respondent shall indemnify and hold harmless the 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 wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

CERTIFICATE OF INSURANCE

- 1. 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.

2. 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.
3. 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. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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 Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent 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 Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

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

UMBRELLA INSURANCE

The Respondent 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.

GENERAL SERVICES SPECIAL BID CONDITIONS

- 1. PROJECT DESCRIPTION** – The proposed project includes the construction of large-scale artificial reefs within two permitted artificial reef areas in State Waters offshore of Okaloosa County. A single artificial reef shall be constructed at the centroid of each of the two permitted reef areas – Fish Haven #13 and #14 – located approximately 2.4 and 5.6 nautical miles from East Pass. The Construction Drawings (Attachment “A”) show the proposed overall reef areas and artificial reef site locations and the Technical Specifications (Attachment “B”) provide additional project detail and requirements. An approximately equal volume of material shall be placed at each patch reef and the total volume of reef material transported and deployed will be based on the lowest, qualified bid. The total project budget for the project is \$240,000. The funding for the project is provided by a not to exceed \$140,000 grant from the Florida Fish and Wildlife Conservation Commission (FWC) with a cash match not to exceed \$100,000 from Okaloosa County. The approved materials used to construct the two patch reefs shall consist of re-purposed concrete targets of various sizes from Eglin Air Force Base (AFB) and surplus concrete materials from Okaloosa County and Fort Walton Beach public works departments. The project requires loading and hauling the proposed concrete materials from existing stockpile areas to a proposed waterside loading area, transferring the material to an appropriate offshore conveyance (e.g. barge, etc.), offshore transport, and deployment within the specified artificial reef site(s) in accordance with the contract documents.
- 2. PRE-BID ACTIVITY -**

Pre-Bid Meeting – Prospective Bidders are strongly encouraged to attend a recommended pre-bid meeting on **May 18th, 2015 at 9:00 a.m.** local time (C.S.T) at the Okaloosa County Water and Sewer Building, 1804 Lewis Turner Blvd, Fort Walton Beach, FL 32547. The Pre-Bid meeting will include a general review of the construction drawings and specifications and site visits to both the Okaloosa County Wright Landfill and Eglin AFB Range C-64ABC stockpile areas. All prospective bidders desiring access to Range C-64ABC must pass a background check performed by Eglin’s 96 Security Forces Squadron. All prospective bidders must submit the required affidavit (Eglin AFB Form 90 included) via email to Sunnie Estes, sestes@co.okaloosa.fl.us in the County Purchasing Department; by **May 11th, 2015 by 3:00 P.M.** (CST)

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, any Commissioners, or County staff, and Review Committee, or any other person authorized on behalf of the County related or involved with the solicitation. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: sestes@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent’s Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida

Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site. To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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

3. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit an original and three (3) copies {total four (4)} of the bid form.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid by corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

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

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

A bid by an individual shall show the respondent’s name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

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

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent’s authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. Respondent shall state contractor license # for the State of Florida shall also be shown on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

5. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available on the original form for the respondent to enter a complete response. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's proposal response and presented in the form of an addendum to the original bid documents.

5. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

6. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be notified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security will be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **BID OPENING INFORMATION** – Bids will be opened at the time and place indicated in the advertisement or invitation to bid and unless obviously non-responsive, read aloud publicly. It is the respondent'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.

8. **BID TABULATION SHEET** – Any respondent interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.

9. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

10. **IDENTICAL TIE BIDS** - 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 respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- 11. CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and will normally reject those bids which make it impossible to determine the true amount of the bid.
- 12. 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.
- 13. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
- 14. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with contract specifications.
- 15. APPLICABLE LAWS & REGULATIONS** – The respondent's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 16. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent 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 respondent has a financial interest in the firm of another respondent for the same work.
 - C. 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 shall have been reinstated as a qualified respondent.
 - D. Uncompleted work which in the judgment 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. Listing of the respondent by the Federal Government on its barred/suspended vendor list.
- 17. AWARD OF CONTRACT** -

- A. **Okaloosa County Review** - All respondents should be advised that Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - B. The County will award the bid to the lowest, most responsive and responsible respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated Agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated Agreement that is in its best interest and its decision shall be final.
 - C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
 - D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
18. **WARRANTY** – (The warranty shall be in the name of Okaloosa County) Warranty work specified herein is for a minimum of two (2) years from delivery against defects in materials and in labor and workmanship. State the manufacturer’s warranty with your bid.
19. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
20. **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.
21. **PUBLIC ENTITY CRIME INFORMATION** - {PRIVATE }Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
22. **CONFLICT OF INTEREST** - 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.

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

23. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents 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 respondent's convenience, this certification form is enclosed and is made a part of the bid package.

24. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.
25. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
26. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
27. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

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

This Agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

28. **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.

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

- 29. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 30. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The respondent shall comply with all the provisions of section 119.0701, Florida statutes relating to the public records which requires, among other things, that the respondent: (a) keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 31. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 32. SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - Owner may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Owner may determine, or to terminate all or a portion of the Contract for Owner's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Owner orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 33. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent or respondent after award of bid, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the bid list for duration of one year, at the option of County officials.

34. **AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.
35. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
36. **NON-COLLUSION** – Respondent certifies that it has entered into no Agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
37. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
38. **The following documents are to be submitted with the bid packet:**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. No Contact Clause Form
 - E. Recycled Content
 - F. Indemnification and Hold Harmless
 - G. Company Data
 - H. Addendum Acknowledgement
 - I. Bid Sheet
 - J. Certification Regarding Lobbying
 - K. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
 - L. Eglin AFB Form 90
 - M. Bid Bond

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, 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): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL 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, Respondent 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 respondent 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 such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The 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 respondents 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 **MUST** 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 Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

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

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2015 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.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

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.

Respondent'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

COMPANY DATA

Physical Address & Phone #: _____

Respondent's Company Name: _____

Physical Address: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Respondent's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID SHEET

Date Submitted: _____

BID#: RFB TDD 47-15

BID TITLE: Okaloosa County Artificial Reef Construction Project

PART I. Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Number of Years in Business: _____

PART II. Bidding RFB TDD 47-15 – Okaloosa County Artificial Reef Construction Project:

All bid items shall include all costs for furnishing to the Owner all labor, materials, equipment, tools, machinery, utilities, insurance, supplies, permits, and all costs incurred in providing all work shown on the Construction Drawings and outlined in the Contract Specifications and all other Contract Documents.

BID SCHEDULE

Bid Item	Description	Units	Quantity	Unit Cost	Bid Item Cost
1	Artificial Reef Construction	U.S. Ton (2,000 lbs)		\$	\$

Total Cost Bid Item 1: _____ \$ _____

Total Cost Bid Item 1 (Written): _____

Bidder shall sign below that they have read and understood all addenda, if any, related to this project. Failure to acknowledge any addendum issued shall disqualify the Bidder.

Addendum No.: _____ Date of Receipt: _____

Addendum No.: _____ Date of Receipt: _____

Addendum No.: _____ Date of Receipt: _____

Notice to All Bidders:

1. The Owner reserves the right to waive any informality in any bid, to reject any and all bids, and to delete any part of any of the above items

2. Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Schedule (under any related pay item), to reflect the total price for completing the project in its entirety.
3. Quantities shown are estimated. Actual quantities may vary. The Owner reserves the right to adjust the final Contract Price by the actual quantities installed (+ or -) and it shall be the successful bidder's responsibility to provide accurate documentation of the **actual** quantities installed.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with Okaloosa County, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to Okaloosa County at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). The undersigned further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: _____
(Print or Type)

Signature: _____

Date of Bid: _____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

Okaloosa County reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by Okaloosa County to be in the County's best interest. Okaloosa County also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed or compared his bid with other respondents and has not colluded with any other respondent or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Respondent's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

E-mail address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not aware it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held firmly bound unto _____ as the County in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

Bid Bond

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension. **IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officer, the day and year first set forth above.

_____ L.S.
Principal

Surety

BY: _____

SEAL:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.