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**INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT**

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**ITB TITLE:**

**Electric Motor Repair/Service/Replacement for the Water and Sewer Department**

**ITB NUMBER:**

**ITB WS 60-19**

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**ISSUE DATE:**

April 29, 2019      8:00 A.M. CST

**LAST DAY FOR QUESTIONS:**

May 10,      2019      3:00 P.M. CST

**ITB OPENING DATE & TIME:**

May 22,      2019      3:00 P.M. CST

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

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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 ITB 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 "ITB Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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**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: \_\_\_\_\_

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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 BY 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: \_\_\_\_\_

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**NOTICE TO RESPONDENTS**  
**ITB WS 60-19**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) May 22<sup>nd</sup>, 2019**, for **Electric Motor Repair/Service/Replacement for the Water and Sewer Department**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 1/2" x 11" where practical.

**All originals must have original signatures in blue ink.** Bid documents are available for download by accessing the Okaloosa County website at <http://www.myokaloosa.com/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

At **3:00 p.m. (CST), May 22<sup>nd</sup>, 2019** 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 "**Electric Motor Repair/Service/Replacement for the Water and Sewer Department.**" The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Courthouse** located at 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536.

**\*\*NOTE: MUST RING DOORBELL TO GAIN ENTRANCE INTO ROOM 282. THE CLERK WILL COME ACCEPT YOUR PACKAGE OR SHOW YOU TO THE CONFERENCE ROOM FOR THE SCHEDULED BID OPENING\*\***

**NOTE: THE NEW CRESTVIEW COURTHOUSE HAS SECURITY AT ENTRY POINT-PLEASE ALLOW FOR TIME TO GET THROUGH SECURITY WHEN ARRIVING FOR THE BID OPENING.**

**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.**

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

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

All bids should be addressed as follows:

**Electric Motor Repair/Service/Replacement for the Water and Sewer Department.**

Okaloosa Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.  
Chairman

## SPECIFICATIONS

**BID #: ITB WS 60-19**

**BID ITEM: Electric Motor Repair/Service/Replacement for the Water and Sewer Department.**

**PURPOSE:** The purpose of this bid is to establish a contract for Electric Motor Repair/Service/Replacement dealing primarily with equipment owned and operated by the Okaloosa County Water & Sewer Department.

**REQUIREMENTS:**

1. The bid shall include quotes for hourly shop and hourly machinists' rates for work deemed outside the scope of these specifications or work on motors which are not itemized on the Bid Form. Vendor records pertaining to Okaloosa County jobs must be available for audit if requested.
  - a. **Note:** In the event services and/or repairs are needed that are not contained herein, the County reserves the right to request quotes from the successful bidder and order the needed services and/or repairs. The County also reserves the right to utilize additional vendors in the event the successful bidder is unable to perform the needed services and/or repairs. However, this clause will not be used to evade the intent of this Invitation to Bid.
2. Specific motor pricing given shall be based on straight time of all work required except as designated on Bid Form for emergency turn-around.
3. Emergency or fast turnaround jobs shall be quoted on a stated unit cost plus basis with the not to exceed guaranteed time limit. The County reserves the right to request quotes from other vendors if deemed necessary based on time limitations given.
4. The bid shall include a materials quote (including rolling element bearings for under 100hp motors) on a cost plus basis. Records are to be made available upon request.
5. Sleeve bearings work shall be quoted on a per square inch basis for the reconditioning excluding machinist activities.
6. Vendor shall furnish all technical supervision, equipment and materials as required for the maintenance of the motor as defined by this Specification and the scope of work requested.
7. Vendors shall not be responsible for mechanical or electrical work at Okaloosa County facilities. Motors shall be electrically and mechanically disconnected from the driven equipment and loaded on the vendor transport by the County, or delivered by County Staff (County discretion). Motors shall be unloaded, reinstalled, set and aligned by the County.
8. Maintenance performed and materials of components supplied under the terms of this Specification shall at a minimum meet the latest revision of the following codes and standards:

**ANSI/IEEE: Standard 43-1974 "Recommended Practice for Testing Insulation Resistance of Rotating Machinery" IEEE: Standard 62-1978 "Guide for Field Testing Apparatus insulation" "EASA Standards for the Electrical Apparatus Sales & Service Industry" NEMA: Standard Publication NO. MG1 "Motor and Generator Standards"**

9. This specification or applicable portions there-of shall be used as the basis for the inspection and applicable maintenance of the motors itemized on the list given as **Attachment "A"**.
10. Bids will be evaluated based on the 60 ea. pumps/motors with estimated units and event distribution on **Attachment "B"**.
11. Technical documentation required in excess of that provided by the County shall be the responsibility of the contractor.
12. Repairs to individual motors must generally be made within 5 working days from picking up motor from plant site or from the date delivered by County Staff unless noted otherwise on the purchase order or authorized by the County Representative or Technical Representative.
13. Location/Contract - Name & Phone Numbers:

**Okaloosa County Water & Sewer  
Arbennie Pritchett WRF  
250 Roberts Rd.  
Ft. Walton Beach FL 32547  
Mark Schmeltzer - (850-651-7133)**

**\*\*Contact only after cone of silence as passed and contract has been awarded\*\***

14. Orders will generally be called in by the county representative to the contractor between the hours of 7:00 a.m. & 3:30 p.m. The contractor must generally pick up the motor(s) within 48 hours after receipt of order, unless directed differently by the county representative. The motor must be repaired generally within 5 working days of pick up from the County unless otherwise agreed to by the county representative and delivered to the County generally within 48 hours of completion or repairs.
15. On occasion, motors not listed in the price schedule may need to be repaired. The contractor(s) agrees to repair these other motors at the miscellaneous shop and machinist rates in the price schedule. The contractor must provide a not to exceed price to the county representative for these repairs prior to beginning the repairs to the motor. Any unforeseen repairs needed that require a change to the cost of the repair must be approved by the county representative prior to beginning the additional repairs.
16. Okaloosa County specifically reserves the right to award this contract to more than one contractor.
17. If the estimated repair cost exceeds 50% of the replacement cost, the Vendor must obtain authorization for the repair before proceeding.
18. All replacement parts must be manufacturer's factory parts unless authorized by the county representative in writing (e-mail or fax is sufficient). Okaloosa County reserves the right to terminate the contract if a contractor fails to follow this requirement.

## **TECHNICAL REQUIREMENTS**

**Note:** Abnormalities found during the disassembly, testing and maintenance of the motors which are outside the original scope of the maintenance/repair activities should be brought to the attention of county representative in order that suitable corrective measures can be defined and planned. (The County reserves the right to do an on-site visual inspection). These activities shall not be performed by the contractor until authorized by the County.

## **1. INITIAL INSPECTION/TESTS**

- a. The motor shall be visually inspected before disassembly for obvious damage and defects. Notes of the as-found condition of the motor should be made on the inspection record.
- b. Insulation resistance to ground if all windings shall be taken and recorded. A polarization index shall be calculated and recorded for medium voltage motors. Voltage test levels shall be consistent with the operating voltage of the motor being tested.
- c. Air gap shall be measured and recorded at the 12, 3, 6 and 9 o'clock positions at both ends of the motor.
- d. The motor shall be dismantled and inspected for defective components. Care should be taken during the disassembly to ensure components are marked for identification and orientation for reinstallation.

## **2. ROTOR INSPECTION/TEST/RECONDITIONING**

- a. The rotor and shaft shall be visually inspected for physical damage or signs of abnormal operation.
- b. A core loss test shall be performed on the rotor. Results shall be recorded on the test report.
- c. Thoroughly clean and dry the rotor and shaft.
- d. Inspect the rotor laminations and verify they are firm and secure on the shaft. Dress any minor rubs or burrs.
- e. Inspect the rotor bars for signs of fatigue or cracking especially at the end ring connections. NDE methods may be requested if questionable indications are found.
- f. Inspect end rings for signs of overheating, arcing or burning.
- g. Inspect the shaft and coupling fits. Verify proper tolerances of the key/keyway.
- h. Measure and record the shaft runout and inspect the bearing journals and seal areas for signs of overheating or scoring. Shaft metalizing, machining, straightening or replacement is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the County.
- i. Dynamically balance the rotor to a vibration level of 0.5 mils.

## **3. STATOR INSPECTION/TEST/RECONDITIONING**

- a. Visually inspect the stator for signs of damage or abnormal operation. These would include rubs, overheating, loose coil ties or edges, etc.
- b. A core loss test shall be performed on the stator. Results shall be recorded on the test report.

- c. Thoroughly clean and dry the stator and motor housing. Verify cooling passages are completely free of foreign material.
- d. Inspect and clean the motor leads and lead terminals.
- e. Repair/replace loose winding ties and blocking.
- f. Tighten loose slot wedges.
- g. Dress and separate shorted laminations.
- h. Motor stator shall receive one complete dip and bake cycle using a two part epoxy varnish. The coating shall be compatible with the entire insulation system and be suitable for the environment of the motors.

#### **4. STATOR REWINDING**

- a. All rewinding shall include complete reconditioning. Reconditioning is defined as; replacement of bearings, seals, O-rings, oil and labor.
- b. All winding to include thermal protection installation/replacement (if necessary).
- c. Old windings shall be removed in a manner which prevents warping or cracking of the frame and deterioration of the core laminations or its magnetic qualities.
- d. Stator slots and core laminations shall be cleaned, inspected and dressed as necessary.
- e. A stator core loss test shall be performed following winding removal and stator inspection.
- f. Core damage that requires iron replacement or total restocking is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the County.
- g. Rewind material specifications shall meet or exceed the existing windings with regard to the number and size of conductors and insulating capabilities (electrical and thermal). Materials shall be upgraded when physically possible.
- h. A test coil shall be VPI treated with the stator. The coil shall be destructively examined to ensure full penetration of resin. Repeat VPI treatment as necessary to provide complete resin penetration.
- i. The stator and test coil shall be dipped and baked a minimum of two times. The test coil is to be returned with the motor.
- j. Following rewind, HV or Hipot at  $1.7(2E + 1000)$  volts DC.

#### **5. MECHANICAL INSPECTION/RECONDITIONING**

- a. Measure and record bearing, seal and journal dimensions (include bearing OD and bearing housing fits when rolling element bearings are used). Verify proper tolerances and concentricity.

- b. Rolling element bearings shall be replaced with new sealed bearings with C-3 clearance and ABEC construction.
- c. No knurling, peening or adhesives will be used as a means of retaining bearings to the shaft or in the bearing bracket.
- d. Sleeve bearings shall be reused when possible. Clearance shall be maintained at a maximum of 0.002" for the first inch of shaft diameter plus 0.001" of additional inch of shaft diameter.
- e. Sleeve bearing work is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the County. ASTM 823 alloy 2 or 3 shall be used for any rebarbitting work required. Sleeve bearing work shall be quoted based on the "Services and Charges" section of this Specification.
- f. Sleeve bearings shall have a minimum of 80% journal surface contact in a strip approximately one inch wide in the bottom half of the bearing.
- g. Final "As-Left" bearing clearance data shall be taken and recorded.
- h. Motor frame shall be degreased, cleaned and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the County.
- i. Motor frame shall be degreased, cleaned and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the County.

## **6. FINAL ASSEMBLY INSPECTION/TESTS**

- a. Prior to assembly machined surfaces shall be cleaned and polished and all threaded holes shall be cleaned and tapped.
- b. Motor shall be reassembled with new nuts, bolts and gaskets as necessary. Nuts and bolts shall be USA manufactured Grade 5 or better.
- c. Bearings shall be properly positioned on the shaft.
- d. Rotor to armature position on horizontal motors will be such that end thrust against either bearing is eliminated. Sleeve bearing end play shall be approximately 1/8" per inch of shaft journal diameter. Rolling element supplied machines shall have sufficient end play to allow for shaft expansion caused by temperature rise.
- e. Vertical machines shall have thrust bearings set per the manufacturer's specification.
- f. Rolling element bearings shall be properly lubricated in accordance manufacturer's recommendations and grease fittings removed and holes plugged.
- g. Sleeve bearing shall be properly lubricated in accordance with manufacturer's recommendations and oil ring freedom of movement verified.

- h. Rotors shall be checked for freedom of rotation.
- i. Sight glasses replaced where applicable.
- i. Perform and record the results of a low resistance phase test for each phase.
- j. Perform and record the results of an insulation resistance test to ground for all windings. A polarization index shall be calculated and recorded for all medium voltage motors. Voltage test levels shall be consistent with the opening voltage of the motor being tested.
- k. Perform a surge comparison test (turn to turn) in accordance with test equipment manufacturer's instructions and verify satisfactory results.
- l. If previous test results are acceptable, the motor shall be energized at rated voltage and run for a period of one hour or until sleeve bearing temperatures have stabilized for a minimum of 15 minutes. Notify County representative of bearing temperatures above 160 degrees Fahrenheit.
- m. During the test operation the following data is to be recorded at no longer than fifteen minute intervals.
  - Bearing Temperatures
  - Stator Temperatures
  - Phase Currents
  - Phase Voltages
  - Vertical, Horizontal, Axial Vibrations
- n. Blue shaft and scribe magnetic center on the motor shaft.
- o. Terminate test, shut down motor and drain oil from the bearings and tag appropriately.
- p. Complete final assembly as necessary and prepare motor for shipment.

## **7. DOCUMENTATION**

- a. A test report shall be returned with the motor. The report shall contain at a minimum all data requested in the specification.
- b. Additional maintenance activities or parts replacement required outside those identified in these specifications shall be documented and submitted for approval before proceeding with repairs. Repairs completed without prior approval shall be deemed part of the original scope of work.
- c. All motors repaired or reconditioned shall be marked with a nameplate-type tag containing the contractor's name and location, date of service, a job or shop number and the motor weight securely attached to the motor housing.

## **8. GUARANTEE**

- a. Vendor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.
- b. All repair work and parts supplied shall be guaranteed for a minimum of one year from the date equipment is returned to service against defects in materials or workmanship supplied

by the contractor. Any warranted failures shall be corrected at no cost to the County including transportation to and from the jobsite.

**9. TRANSPORTATIONS/SHIPPING**

- a. Vendor is responsible for ensuring motors are cleaned and properly prepared for shipment. This includes the proper handling of all waste resulting from any of the processes used during the motor maintenance activities.
- b. Motors shall be protected against damage during transit. All motors will be covered and rotors blocked. Oil shall be removed from bearings before shipment. A conspicuous tag shall be attached to each oil level sight glass indicating oil must be added to the bearings. Vendor will require County Staff to sign delivery receipts acknowledging condition. Vendor understands that failure to properly tag motors will result in vendor responsibility to repair or replace motors as needed.
- c. Vendor shall supply all timbers, blocking and tie downs necessary to property secure a motor during transit. Vendors shall be responsible for damages or loss during transit.

**10. SERVICE FACILITY** - The successful contractor shall allow Okaloosa County personnel to inspect their shop(s) if requested. A central service/repair phone number shall be provided for call in by the County. A log shall be kept of all incoming requests for repair and shall include:

1. Date/time call received.
2. Problem description.
3. Location.
4. Name of contact person.
5. Date/time of dispatch.

This log may be inspected as required by Okaloosa County representatives.

- 11. QUALIFICATIONS** - Bidders must submit a description of their shop facility and a list of employees by position. Bidders shall include a list of references with emphasis on any work done for governmental agencies.
- 12. EFFECTIVE DATE** - The effective date of this contract will be October 1, 2019 and will run through September 30, 2022. This contract may be renewable for two (2) additional one-year periods upon agreement by both parties.
- 13. PAYMENT** - The contractor shall be paid upon submission of invoices, through the requesting department, to the Okaloosa County Board of County Commissioners, Finance Office, 101 East James Lee Blvd. Crestview FL 32536. The prices stipulated herein for articles delivered and accepted.
- 14. INFORMATION** - All questions in regard to this solicitation should be directed to DeRita Mason, Okaloosa County Purchasing Department, 850-689-5960.

15. Okaloosa County reserves the right to add additional units not listed at prices negotiated with the successful bidder.

a. A proper invoice must include:

1. Name and address of the Contractor.
2. Invoice date.
3. Invoice number (contractor is encouraged to assign an identification number)
4. Contract number.
5. County's Purchase Order number, if applicable.
6. Contract line item number, including description, quantity, unit measure, unit price and extended price of the item.
7. Terms of any prompt payment discount offered.
8. Name and address of official to whom payment is to be sent.
9. Federal Identification Number

16. **PRICE ESCALATION** - Pricing submitted with this bid shall be firm for the period of the contract. However, requests may be submitted prior to the end of each contract year (60 days in advance) to increase pricing based on industry adjustments. Adjustments shall be based on the latest yearly percentage increase in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The annual increase or decrease in the CPI shall be the latest index published and available for the calendar year ending 12/31.

Any requested adjustment shall be fully documented. Any approved cost adjustment shall become effective on the beginning date of the approved contract extension.

17. **RECONDITIONING** prices shall include:

- Replace bearings
- Replace seals
- Replace O-rings
- Oil/Sight Glass replacement; if applicable
- Labor

18. **COMPLETE REWINDING - PRICE SHALL INCLUDE**

- All reconditioning above
- Windings
- Coating/baking
- Thermal protection installation/replacement

19. **FIELD SUPPORT/CALLOUT** - Shall be defined as a qualified service technician from the contractor meeting with representatives of Okaloosa County Water & Sewer at the actual physical site facility of the trouble call. The contractor shall be able to respond within 1 hour of callout and be available 7 days a week, 24 hours a day. This call is primarily to trouble shoot and diagnosis problems. This call may result in a repair as needed.

20. **AFTER HOUR CALLOUTS** - The contractor shall make available, within one (1) hour, a qualified service technician to provide assessments and repairs.

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

### **CONTRACTORS INSURANCE**

1. 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 Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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 shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **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, 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 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. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

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 LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-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.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**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><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000.00 each accident (A combined single limit)

- |    |                                 |  |
|----|---------------------------------|--|
| 3. | Commercial General Liability    | \$1,000,000.00 each occurrence<br>for Bodily Injury & Property Damage<br>\$1,000,000.00 each occurrence Products<br>and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000.00 each occurrence   |

## **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**

Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. 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.
8. 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.

## **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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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.

## **UMBRELLA INSURANCE**

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.

## **GENERAL BID CONDITIONS**

### **1. PRE-BID ACTIVITY -**

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

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & 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 written addenda, and will be posted to and the Okaloosa County website at <http://www.myokaloosa.com/purchasing/current-solicitations> and the Bidnet website at <https://www.bidnetdirect.com/florida>.

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.

### **2. PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

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

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

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

A bid submitted 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. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

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. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **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. 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 modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **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. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

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

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified 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 may 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.

6. **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.
7. **IDENTICAL TIE BIDS** - - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

- 8. CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
- 10. 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.
- 11. 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 bid specifications.
- 12. APPLICABLE LAWS & REGULATIONS** – 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.
- 13. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
  - a. Submission of 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 has 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 any Local, State or Federal Government on its barred/suspended vendor list.

## 14. AWARD OF BID

- a. **Okaloosa County Review** - 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 responsive and responsible vendor(s) with the lowest responsive bid(s), 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.

**15. PAYMENTS** – Vendor shall make all firm fixed commission fees payable to the County of Okaloosa and remitted to BCC Finance, Crestview Courthouse located at 101 E James Lee Boulevard, Crestview, FL 32536.

**16. 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.

**17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids 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.

**19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

**20. 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.

**21. CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence 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 from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department.

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

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

**23. 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.

**24. 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.

**25. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss

of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 26. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. ACCEPTANCE** - Delivery of material to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the material meets contract specifications and conditions as listed. Should the delivered material differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the material shall remain the property of the supplier and the county shall not be liable for payment for any portion thereof.

**32. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:**

- a. Drug-Free Workplace Certification Form
- b. Conflict of Interest
- c. Federal E-Verify
- d. Cone of Silence Form
- e. Recycled Content Form
- f. Indemnification and Hold Harmless
- g. Prohibition to Lobbying
- h. Company Data
- i. System of Awards Management
- j. Addendum Acknowledgement
- k. Bid Sheet
- l. Anti-Collusion Statement
- m. Governmental Debarment & Suspension
- n. Vendors on Scrutinized Companies List

## 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, Florida Statutes, 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)**

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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 contact to likewise utilize the U.S. Department of Homeland Securities 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.

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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.: \_\_\_\_\_

**CONE OF SILENCE CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract 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, county employees 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 Director or an appointed representative. It shall be the Purchasing Director 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 \_\_\_\_\_ 2019 hereby agree to abide by the County’s “**Cone of Silence 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: \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank). If Virgin \_\_\_\_\_ 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**

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent 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

\_\_\_\_\_  
Email 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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

**COMPANY DATA**

Respondent's Company Name: \_\_\_\_\_

Physical Address & Phone #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

DUNNS #: \_\_\_\_\_

Respondent's License #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

Email Address: \_\_\_\_\_

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT**

**ITB WS 60-19**

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

**ADDENDUM NO.** \_\_\_\_\_ **DATE** \_\_\_\_\_

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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.

**Attachment A**

**Bid #: ITB WS 60-19**

**BID ITEM: ELECTRIC MOTOR REPAIR/SERVICE REPLACEMENT FOR WATER & SEWER DEPARTMENT**

<b>ITEM #</b>	<b>MANUFACTURE</b>	<b>MODEL NUMBER</b>	<b>HORSEPOWER</b>	<b>FRAME</b>	<b>SERIAL NUMBER</b>	<b>RECONDITION</b>	<b>RECONDITION &amp;REWIND</b>
1	213TCV/1100RPM		3				
2	215HPIO FR/1100RPM		5				
3	215TCV FR MOTOR		10				
4	215TCV/1150 RPM		5				
5	254TCV FR/1750 RPM		15				
6	256TCV FR/1160 RPM		10				
7	256TCV FR/1755 RPM		20				
8	284TCV FR/1760 RPM		25				
9	3-C PAC UBP	MOD/HD# 510517			16076A		
10	324TCV FR MOTOR		40				
11	364TCV /1180 RPM MOTOR		60				
12	5 HP/215 TCZ/3PH/1155 RPM		5	215TCZ			
13	A.O. SMITH MOTOR		5	T			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
14	A.O. SMITH MOTOR		10	T			
15	A.O. SMITH MOTOR		15	T			
16	A.O. SMITH MOTOR		25	T			
17	ABS SUBMERSIBLE PUMP		2				
18	ABS SUBMERSIBLE PUMP		3				
19	ABS SUBMERSIBLE PUMP		3.7				
20	ABS SUBMERSIBLE PUMP		4.7				
21	ABS SUBMERSIBLE PUMP		5				
22	ABS SUBMERSIBLE PUMP		20				
23	ALVA LAVAL	LOBE PUMP- TRUCK LOADING	10				
24	ANOX MOTOR		10	215LP			
25	AQUA GUARD	GEAR BOX - BAR SCREEN					
26	AUMA ACTUATOR	SA14.5, 24V					
27	AURORA PUMP	06-1419650-1 AND 2					
28	BALDER MOTOR		10	T			
29	BALDER MOTOR		15	T			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
30	BALDOR MOTOR		25	T			
31	BALDOR RELIANCE		0.16				
32	BALDOR RELIANCE		0.5				
33	BALDOR RELIANCE		0.75				
34	BALDOR 460V, 1.35AMP, 60HZ	VECP3581-4	1				
35	BALDOR EURODRIVE GEAR BOX	CAT# VEM3581T	1				
36	BALDOR RELIANCE (PISTA GRIT GEAR BOX WEMCO PUMP)	M15B	1				
37	BALDOR BRUCH MOTOR 2.1 AMP	VECP3584T-4	1.5	145TC			
38	BALDOR MOTOR BARSCREEN	CAT# VM3538	1.5				
39	BALDOR RELIANCE		3				
40	BALDOR (SUBMERSIBLE)		5				
41	BALDOR EURODRIVE GEAR BOX	CAT# H15B	5				
42	BALDOR RELIANCE MOTOR, 5 HP,BURK BOOSTER PUMP	ES9M-AB	5				
43	BALDOR (PERMEATE PUMPS)	ALL PRIME S-6 SN 84054	7.5				
44	BALDOR (SUBMERSIBLE)		7.5	56C			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
45	BALDOR 07WGX579 MOTOR 3 PHASE		7.5	215TC			
46	BALDOR RELIANCE MOTOR/EIMCO GEAR BOX 3PH,460V,60HZ		7.5	324T			
47	BALDOR (SUBMERSIBLE)		10	56C			
48	BALDOR 07WGX578 MOTOR 3 PHASE		10	56C			
49	BALDOR RELIANCE		10	182TC			
50	BALDOR RELIANCE MOTOR DUALL DIVISION	R2B2-10	10				
51	BALDOR (SUBMERSIBLE)		15				
52	BALDOR (SUBMERSIBLE)		20				
53	BALDOR, 460V,23 AMP, 60HZ, (CENTRIFUGE)		20				
54	BALDOR EM4110T-G		40				
55	BALDOR RELIANCE		40				
56	BALDOR RELIANCE		300				
57	BALDOR RELIANCE MOTOR		300				
58	BALDOR WASHDOWN TYPE		1	56C			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
59	BARNES DNITE TANK SUBMERSIBLE PUMP	4SHDG75N4	7.5				
60	BAUER GEARBOX	BF40Z-74W- C/NEMA 56C/C2- MB					
61	BAUER GEARBOX	BS40G10-54VL- C/NEMA56C/C2- MB					
62	BAUER GEARBOX	BK70-44V- C/NEMA215TC/C2- MB					
63	BAUER GEARBOX	BS30-14L- C/NEMA182TC/C2- MB					
64	BELL & GASSETT 1.5 BC e-1531		5				
65	BROOK COMPTON MOTOR		10	TEFC			
66	CHICAGO PUMP		3				
67	CHICAGO PUMP		10				
68	CHICAGO PUMP		15				
69	CHICAGO PUMP		20				
70	CHICAGO PUMP		25				
71	CHICAGO PUMP		40				
72	CHICAGO PUMP		60				
73	CORNELL PUMP		100				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
74	CORNELL PUMP/ROTATING ASSEMBLY, 6"						
75	CRANE DEMING PUMPS		5				
76	CRANE DEMING PUMPS		15				
77	DAVIS EMU SUBMERSIBLE PUMP		7.5				
78	DAVIS EMU SUBMERSIBLE PUMP		20				
79	EBARA SUBMERSIBLE PUMP		5				
80	EBARA SUBMERSIBLE PUMP		7.5				
81	EGGER GRIT PUMP	CH2088					
82	EIMCO ANOX MIXER	FZAM148	7.5				
83	EIMCO ANOX MIXER PUMP		10				
84	EIMCO CLARIFIER DRIVE				24033-01A AND B		
85	EIMCO GRIT VORTEX GEARBOX	JGT-100					
86	ELECTRIC MOTOR	E2119/HYDROMAT IC MODEL # 40MPD					

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
87	ELECTRIC MOTOR, CAT#ECP2333T, 15HP/WEMCO	C	15				
88	ELECTRIC MOTOR SEW EURODRIVE	230/460V 2.0/1.0 AMP					
89	ELECTRIC MOTOR SEW EURODRIVE GEARBOX	3PH 230/460V, 1700 RPM					
90	ELECTRIC MOTOR SEW EURODRIVE GEARBOX	3PH 230/460V, 1720 RPM					
91	ELECTRIC MOTOR, SUPER E, 460V,60HZ, (CENTRIFUGE)		100				
92	EMERSON (FLOW SERVE PUMP)		10				
93	EMERSON CAT#HP15P28B-C, GORMAN RUPP	T4A3S-B/F	15				
94	EMERSON #07686485-100, 3ph, 460v	07686485-100	28.8				
95	EMERSON CAT#H40E2E-C, 3ph, 230/460, 40HP (Blower)LEGEND 6M	GARDNER DENVER LEGEND 6M 2104 RPM	40				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
96	EMERSON CAT#HP50P28B-C, GORMAN RUPP	112D60-B	50				
97	EMERSON MOTOR, (SUTZER PUMP)	12CC	60				
98	EMERSON 3ph, 460v, 124 amps		100				
99	EMU SUBMERSIBLE PUMP		5				
100	ESSCO SUBMERSIBLE PUMP/RELIANCE MOTORS		3				
101	ESSCO SUBMERSIBLE PUMP/RELIANCE MOTORS		7.5				
102	ESSCO SUBMERSIBLE PUMP/RELIANCE MOTORS		15				
103	ESSCO SUBMERSIBLE PUMP/RELIANCE MOTORS		40				
104	ESSCO SUBMERSIBLE PUMP/RELIANCE MOTORS		60				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
105	FAIRBANKS MORSE	23HH, 7000 AW					
106	FAIRBANKS MORSE	8M, 7000 AW					
107	FAIRBANKS MORSE PUMP		5				
108	FAIRBANKS MORSE SUBMERSIBLE PUMP		20				
109	FLENDER H3SV12 GEARBOX RATIO 60.916:1						
110	FLENDER TYPE XSBN225 REDUCES AERATOR	U.S. ELECTRICAL MOTOR TYP TV-9	30	286LPT E			
111	FLOWSERVE	8" BOOSTER PUMP					
112	FLOWSERVE SUBMERSIBLE PUMP		7.5				
113	FLYGHT PUMP		1.5				
114	FLYGHT SUBMERSIBLE PUMP		5.4				
115	FLYGHT SUBMERSIBLE PUMP		7.4				
116	FLYGHT SUBMERSIBLE PUMP		10				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
117	FLYGHT SUBMERSIBLE PUMP		35				
118	FLYGHT		60				
119	FLYGHT		90				
120	FLYGHT		105				
121	FLYGHT SUBMERSIBLE PUMP		124				
122	GEARBOX NORDGEAR	SK4282AZB-140C					
123	GEARBOX SYNCROGEAR	FRAME 6 TYPE GWP, MODEL E437		6 type GWP			
124	GEARBOX SYNCROGEAR	FRAME 6 TYPE GWBP, MODEL E462		6 type GWP			
125	GE MOTOR		5				
126	GE MOTOR / FAIRBANKS MORRIS SUBMERSIBLE PUMP		5				
127	GE MOTOR TRUCK LOADING/DRIVES ALVA LAVAL		10				
128	GE MOTOR (HOLLOW SHAFT)		15	L			
129	GE MOTOR (HOLLOW SHAFT)		50	L			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
130	GE MOTOR (HOLLOW SHAFT)		60	L			
131	GE MOTOR (HOLLOW SHAFT)		75	L			
132	GE MOTOR (HOLLOW SHAFT)		100	L			
133	GE MOTOR (HOLLOW SHAFT)		150	L			
134	GORMAN RUPP T4 PUMPS/ROTATING ASSY		5				
135	GORMAN RUPP T6 PUMPS/ROTATING ASSY		30				
136	GORMAN RUPP H50V2B MOTOR		50				
137	GORMAN RUPP T8 PUMPS/ROTATING ASSY		60				
138	GOULDS SUBMERSIBLE		5				
139	GOULDS SUBMERSIBLE PUMP/RELIANCE MOTORS		7.5				
140	GOULDS SUBMERSIBLE PUMP/RELIANCE MOTORS		10				
141	GOULDS SUBMERSIBLE		15				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
	PUMP/RELIANCE MOTORS						
142	GOULDS SUBMERSIBLE PUMP/RELIANCE MOTORS		25				
143	GOULDS SUBMERSIBLE PUMP/RELIANCE MOTORS		30				
144	GOULDS SUBMERSIBLE PUMP/RELIANCE MOTORS		50				
145	GRISOLD WASH DOWN PUMP	H4 4X3X8 0800 20TT					
146	GRIT VORTEX MOTOR	CAT# H062L	0.5	Y56C			
147	GRUNDFOS		15				
148	GRUNFOS PUMP		21				
149	HOMA		10				
150	HYCOR SCREW PRESS	SWP20-120NY					
151	HYDROMATIC SUBMERSIBLE PUMP		5				
152	HYDROMATIC SUBMERSIBLE PUMP		7.5				
153	HYDROMATIC SUBMERSIBLE PUMP		10				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
154	HYDROMATIC SUBMERSIBLE PUMP		15				
155	HYDROMATIC MOTOR	S6LX3000FC	30				
156	HYDROMATIC MOTOR		50				
157	HYDROMATIC MOTOR		75				
158	JETA	900 STANTARD GEAR BOX					
159	JONES ATWOOD GEAR REDUCER	807					
160	KEEN		50				
161	KSB		5.0				
162	KSB		7.35				
163	KSB		15				
164	KSB		20				
165	KSB		161				
166	KSB		168				
167	LMI DISINFECTION PUMP	SD46X8PPN					
168	LOBEFLO PUMP		5	DRM/5/200			
169	MARATHON MOTOR		5	T			
170	MARATHON MOTOR DRIVES DNITE TANK PUMP		5				
171	MARATHON MOTOR		7.5	T			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
172	MARATHON MOTOR		10	T			
173	MARATHON MOTOR	8VL21TTFC4026AB X	10				
174	MARATHON MOTOR		15	T			
175	MARATHON MOTOR		20	T			
176	MARATHON MOTOR		25	T			
177	MARATHON MOTOR		40	T			
178	MARATHON MOTOR		60	T			
179	MARATHON		350	T			
180	METROPOLOTAN TRASH PUMP		5HP				
181	MOTOR (DRIVES ARWOOD REDUCER)	32F-060/L4	?				
182	MOTOR TYPE UTP 1750 RPM	E183A	0.75	B56			
183	MUD BUG SUBMERSIBLE PUMP		5				
184	MYERS SUMP PUMP		1/2				
185	NETZSCH	NEMO PUMP	3	100	NMO45BS 02S12B		
186	NORD 805/4		0.75				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
187	NORD DRIVESYSTEMS	SK 4282AZB-140C	3/4				
188	NORD DRIVESYSTEMS	SK 372.1F-100LP/4 CUD ID2					
189	NORD GEAR	SK773.1NI807C RATIO 35.77					
190	NORD MOTOR	SK 572.1-80S/4 CUS	0.75	56T			
191	NORD		3	100			
192	OVIVO-LSA AERATORS		150				
193	PEERLESS EFFLUENT PUMP	14HH-1STG	?				
194	PEERLESS PUMP	10HH 3 STG	700gpm				
195	PEERLESS PUMP	F1610AM-BF					
196	PENTAIR 23HH 7100 TURBINE PUMP MOTOR		100				
197	PHILADELPHIA GEARBOX	4040					
198	PHILADELPHIA MIXER	TYPE MT-02PTO					
199	RELIANCE / WEMCO SUBMERSIBLE PUMP		1.5				
200	RELIANCE MOTOR		5	T			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
201	RELIANCE MOTOR (PHILADELPHIA MIXER)	TYPE P	5				
202	RELIANCE MOTOR		10	T			
203	RELIANCE ELECTRIC MOTOR 230/460V 36.2/18.1 AMP W/NORD GEAR (UNICASE) & NETZSCH PUMP		15				
204	RELIANCE MOTOR		15	T			
205	RELIANCE / ESSCO SUBMERSIBLE PUMP		20				
206	RELIANCE GRIT MOTOR		20				
207	RELIANCE MOTOR		25	T			
208	RELIANCE 1800RPM 460VOLTS 3PH	SB380601	150HP	445LP			
209	RENNER TRANSFER PUMP		3				
210	ROOTS BLOWER	47U-RA1					
211	ROTORK ACTURATOR 1QFM	HD41240101					
212	ROTORK ACTUATOR TYP IQT 250 BASE FA10	2R02270101					

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
213	SEW EURODRIVE C40HT CLARIFIER	R47DT80K4-KS	3/4				
214	SIEMENS-ALLIS	C40T	100	L			
215	SIEMENS-ALLIS		125	L			
216	SIEMENS GEARBOX						
217	SUMITOMO CYCLO BEVEL BUDDYBOX 3C14DB	LHYJS-3C14DB-Y- Y1117					
218	SUMITOMO MOTOR SM CYCLO	Fzam148					
219	SUMITOMO HELICAL BUDDYBOX A6100	EHYJS-A6100-Y-Y4- 21					
220	TOSHIBA (CLASSIFIER MOTOR)	THY54FCA AND DA	1				
221	TOSHIBA (AZERN PUMP)	AMUSA GM60 S- 00	159				
222	US ELECTRIC MOTOR TYPE UTF		5	184TC			
223	US ELECTRIC MOTOR UNIMOUNT 125		0.75	B56			
224	US ELECTRICAL 855 RPM	TYPE UT TE	3	215T			
225	US ELECTRICAL MOTOR	TYPE AU DP	15	284TPH			
226	US MOTOR		5	T			

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
227	U.S. MOTORS 3ph, 460v, 336 amps	AY4a	300				
228	US MOTOR DRIVES AURORA PUMP	20057499-100	7.5	256VP			
229	US MOTOR (HOLLOW SHAFT)		15	L			
230	US MOTOR CORP		15	254T			
231	US MOTOR (HOLLOW SHAFT)		20	L			
232	US MOTOR (HOLLOW SHAFT)		25	L			
233	US MOTOR (HOLLOW SHAFT)		50	L			
234	US MOTOR (HOLLOW SHAFT)		60	L			
235	US MOTOR (HOLLOW SHAFT)		75	L			
236	US MOTOR (HOLLOW SHAFT)		100	L			
237	US MOTOR (HOLLOW SHAFT)		125	L			
238	US MOTOR (HOLLOW SHAFT)		150	L			
239	VAUGHN PUMP	S3G1-460V-065	5				
240	WEG		1.5				
241	WEG		2				
242	WEG		3				
243	WEG (Magnatex pump)		5				
244	WEG		20				

<b>ITEM #</b>	<b>MANUFACTURE</b>	<b>MODEL NUMBER</b>	<b>HORSEPOWER</b>	<b>FRAME</b>	<b>SERIAL NUMBER</b>	<b>RECONDITION</b>	<b>RECONDITION &amp;REWIND</b>
245	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		3				
246	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		5				
247	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		7.5				
248	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		10				
249	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		15				
250	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		20				
251	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		25				
252	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		30				

ITEM #	MANUFACTURE	MODEL NUMBER	HORSEPOWER	FRAME	SERIAL NUMBER	RECONDITION	RECONDITION &REWIND
253	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS		40				
254	WEMCO HYDRASTAL PUMP		100.5				
255	WESTINGHOUSE MOTOR (Drives Cornell Pump 6")		100				
256	WILO		7.3				
257	WILO		7.5				
258	WILO		46				
259	WILO		50.3				

# Proposal Evaluation:

The following list of items and quantities shall be used to evaluate bidder's proposal based on unit price provided in the bid schedule tab "Pumps & Motors". All work allocated under this Contract shall be based on the unit prices established in the bid schedule and Contractor will be compensated for actual work performed only. No guarantee of quantities of Work required during this Contract or Work allocated to individual Contractor(s) during the life of the Contract is provided.

## Attachment B

ITEM #	DESCRIPTION AND HP	ESTIMATED UNITS	RECONDITION & REWIND PRICE
1	256TCV FR/1755 RPM HP 20	2	
2	324TCV FR MOTOR HP40	1	
3	5 HP/215 TCZ/3PH/1155 RPM HP 5	1	
4	ABS SUBMERSIBLE PUMP HP 20	2	
5	BALDOR (SUBMERSIBLE) HP 5	1	
6	BALDOR (SUBMERSIBLE) HP 7.5	1	
7	CHICAGO PUMP HP 3	3	
8	CHICAGO PUMP HP 10	3	
9	CHICAGO PUMP HP 20	5	
10	CHICAGO PUMP HP 25	1	
11	CHICAGO PUMP HP 40	2	
12	DAVIS EMU SUBMERSIBLE PUMP HP20	1	
13	EBARA SUBMERSIBLE PUMP HP7.5	4	
14	EMERSON #AY4a, 3ph, 460v, 336 amps HP300	1	
15	ESSCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP40	1	
16	FAIRBANKS MORSE	3	
17	FLENDER TYPE XSBN225 REDUCES AERATOR HP30	3	
18	FLOWSERVE, 8" BOOSTER PUMP	8	
19	FLOWSERVE SUBMERSIBLE PUMP HP7.5	2	

20	FLYGHT PUMP HP 1.5	1	
21	FLYGHT SUBMERSIBLE PUMP HP 5.4	9	
22	FLYGHT SUBMERSIBLE PUMP HP 7.4	1	
23	FLYGHT SUBMERSIBLE PUMP HP10	3	
24	FLYGHT HP90	1	
<b>ITEM #</b>	<b>DESCRIPTION AND HP</b>	<b>ESTIMATED UNITS</b>	<b>RECONDITION &amp; REWIND</b>
25	GEARBOX SYNCROGEAR	1	
26	GE MOTOR (HOLLOW SHAFT) HP100	2	
27	GORMAN RUPP T8 PUMPS/ROTATING ASSY HP60	2	
28	GOULDS SUBMERSIBLE HP5	1	
29	GOULDS SUBMERSIBLE PUMP/RELIANCE MOTORS HP7.5	1	
30	GRIT VORTEX MOTOR HP0.5	2	
31	HOMA HP10	1	
32	HYDROMATIC SUBMERSIBLE PUMP HP5	7	
33	HYDROMATIC SUBMERSIBLE PUMP HP10	1	
34	HYDROMATIC MOTOR HP50	9	
35	HYDROMATIC MOTOR HP75	1	
36	KSB HP7.35	1	
37	MARATHON MOTOR HP20	1	
38	MARATHON MOTOR HP60	1	
39	PEERLESS EFFLUENT PUMP	1	
40	PEERLESS PUMP	2	
41	ROOTS BLOWER	1	
42	SEW EURODRIVE C40T CLARIFIER HP3/4	1	
43	SIEMENS-ALLIS HP100	1	
44	US MOTOR DRIVES AURORA PUMP HP7.5	8	
45	US MOTOR (HOLLOW SHAFT) HP15	1	
46	US MOTOR CORP HP15	2	

<b>ITEM #</b>	<b>DESCRIPTION AND HP</b>	<b>ESTIMATED UNITS</b>	<b>RECONDITION &amp; REWIND</b>
47	US MOTOR (HOLLOW SHAFT) HP25	1	
48	US MOTOR (HOLLOW SHAFT) HP60	3	
49	US MOTOR (HOLLOW SHAFT) HP100	6	
50	WEG HP3	1	
51	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP3	6	
52	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP5	22	
53	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP7.5	6	
54	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP10	3	
55	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP15	15	
56	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP20	11	
57	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP25	7	
58	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP30	4	
59	WEMCO SUBMERSIBLE PUMP/RELIANCE MOTORS HP40	2	
60	WILO HP 50.3	2	
	TOTAL BID PRICE		

**SERVICES/CHARGES**

REGULAR TIME, LABOR RATE FOR SHOP REPAIRS/HOUR	\$	_____
REGULAR TIME, LABOR RATE FOR IN-FIELD REPAIRS/HOUR	\$	_____
AFTER HOUR, LABOR RATE FOR SHOP REPAIRS/HOUR	\$	_____
AFTER HOUR, LABOR RATE FOR IN-FIELD REPAIRS/HOUR	\$	_____
REGULAR TIME, TRAVEL RATE/MILE	\$	_____
AFTER HOUR, TRAVEL RATE/MILE	\$	_____
MACHINE SHOP COST/HOUR	\$	_____

**IN THE EVENT THAT ADDITIONAL SERVICES ARE  
REQUIRED, THE CONTRACTOR WILL PROVIDE  
SUCH SERVICES AT A COST  
(TIME AND MATERIALS OR/AND THIRD PARTY SERVICES) PLUS \_\_\_\_\_ %**

**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder 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).

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal ID # or SS #

Date Submitted: \_\_\_\_\_

## **Government Debarment & Suspension**

### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) 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 Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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 form that it will include this 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
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.

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, 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 or State 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

---

Printed Name and Title of Authorized Representative

---

Signature

---

Date

## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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.: \_\_\_\_\_

## Exhibit "B"

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
4. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

5. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

## DRAFT CONTRACT

**Please note: this contract is a draft for bidder to view and understand the County's standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.**

### EXHIBIT "A"

To be inserted later once submittals have been made- Initiation to Bid and Respondents Acknowledgement solicited for **Electric Motor Repair/Service/Replacement for the Water and Sewer Department** date of opening **May 22<sup>nd</sup> 2019 at 3:00 P.M.** and any addendums thereto.

### CONTRACT

#### For ITB WS 60-19

#### Electric Motor Repair/Service/Replacement for the Water and Sewer Department

This Contract executed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and \_\_\_\_\_ (hereinafter the "Contractor"), \_\_\_\_\_, whose principal address is \_\_\_\_\_, states as follows:

### WITNESSETH:

**WHEREAS**, the County through an Invitation to Bids has solicited for **Electric Motor Repair/Service/Replacement for the Water and Sewer Department**; and

**WHEREAS**, after due review of all bids, \_\_\_\_\_ has been selected for the **Electric Motor Repair/Service/Replacement for the Water and Sewer Department**; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

#### I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **ITB WS 60-19, Electric Motor Repair/Service/Replacement for the Water and Sewer Department** date of opening May 22<sup>nd</sup>, 2019 at 3:00 P.M. and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

## **II. Scope of Work**

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A"

## **III. Invoice Requirements**

## **IV. Duration of Contract and Termination of the Contract**

The Contract will be effective on October 1, 2019 and will continue through for three (3) years. The contract may be renewed for an additional two (2) one (1) year terms upon mutual agreement of all parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

## **V. Remedies**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

## **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

### **The authorized representatives of the County shall be:**

Jeff Littrell, Water and Sewer Director  
1804 Lewis Turner Blvd, Suite 300  
Fort Walton Beach, FL 32547  
Phone: 850-651-7171  
Email: jlittrell@myokaloosa.com

**The authorized representative for \_\_\_\_\_ shall be:**

**Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

**IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

**X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**XI. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

## **XII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

## **XIII. Entire Contract & Waivers**

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

## **XIV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

## **XV. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

## **XVI. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary

under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

## **XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

## **XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of \_\_\_\_\_ represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of \_\_\_\_\_ obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

## **XVI. Subcontracting**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

## **XX. Insurance**

### **CONTRACTORS INSURANCE**

1. 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 Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **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, 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 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. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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 LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of

this Agreement.

## COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-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.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## 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><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

## 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**

Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. 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.
8. 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.

## **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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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.

## **UMBRELLA INSURANCE**

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.

## **XXI. Taxes and Assessments**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

## **XXII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall

make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**XXIII. Federal Regulations**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

\_\_\_\_\_

**OKALOOSA COUNTY, FLORIDA**

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Charles K. Windes, Jr., Chairman

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
J.D. Peacock II, Clerk

## Standard Contract Clauses

### Exhibit "B"

## **Title VI Clauses for Compliance with Nondiscrimination Requirements**

### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

6. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
7. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
8. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
9. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
10. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

**11. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
    - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- a. Enrollment in the E-Verify program; or

- b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
  - d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
    - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
    - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
    - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- ii. Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.