

# REQUEST FOR PROPOSAL

23-24.011

## ANGER MANAGEMENT SERVICES FOR ESCAMBIA COUNTY CORRECTIONS - RE-SOLICITATION

Escambia County

213 Palafox Place

Pensacola, FL 32502-5822

RELEASE DATE: November 20, 2023

DEADLINE FOR QUESTIONS: December 5, 2023

RESPONSE DEADLINE: December 13, 2023, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

Escambia County  
REQUEST FOR PROPOSAL  
Anger Management Services for Escambia County Corrections - Re-  
Solicitation

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## 1. Introduction

### 1.1. Summary

The intent of this Request for Proposal (RFP) is to seek services of a qualified and experienced bidder to provide Anger Management Services for Escambia County Corrections.

### 1.2. Background

Escambia County Corrections is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities averages 1,400 offenders.

### 1.3. Contact Information

**Aby Raymond**

Purchasing Coordinator

213 Palafox Place

2nd Floor

Pensacola, FL 32502-5822

Email: [akraymond@myescambia.com](mailto:akraymond@myescambia.com)

Phone: [\(850\) 595-4944](tel:(850)595-4944)

**Department:**

Purchasing

### 1.4. Timeline

<b>Release Project Date</b>	November 20, 2023
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<b>Pre-Bid Meeting (Non-Mandatory)</b>	<p>November 27, 2023, 11:00am</p> <p>Microsoft Teams</p> <p>Join on your computer, mobile app or room device</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTEwNDI2YmQtY2UzNy00M2VkLTk4MjAtODkyOGQ1Yjc4MzUz%40thread.v2/0?context=%7b%22Tid%22%3a%22c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTEwNDI2YmQtY2UzNy00M2VkLTk4MjAtODkyOGQ1Yjc4MzUz%40thread.v2/0?context=%7b%22Tid%22%3a%22c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d</a></p> <p>Meeting ID: 272 261 379 191</p> <p>Passcode: udSWcv</p> <p>Download Teams   Join on the web</p> <p>Or call in (audio only)</p> <p>+1 863-333-5817,,372957361# United States, Lakeland</p> <p>Phone Conference ID: 372 957 361#</p> <p>Find a local number   Reset PIN</p> <p>Learn More   Meeting options</p>
<b>Question Submission Deadline</b>	December 5, 2023, 3:00pm

<p><b>Submission Deadline</b></p>	<p>December 13, 2023, 11:00am Microsoft Teams meeting</p> <p>Join on your computer, mobile app or room device  <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzEzMWU2ZjQtODBiYy00NGQ4LTg2NWMtNzkzOTFjMGI4N2U1%40thread.v2/0?context=%7b%22Tid%22%3a%22c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzEzMWU2ZjQtODBiYy00NGQ4LTg2NWMtNzkzOTFjMGI4N2U1%40thread.v2/0?context=%7b%22Tid%22%3a%22c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d</a></p> <p>Meeting ID: 233 036 831 484  Passcode: oRvmf5  Download Teams   Join on the web  Or call in (audio only)  +1 863-333-5817,,563968862# United States, Lakeland  Phone Conference ID: 563 968 862#  Find a local number   Reset PIN  Learn More   Meeting options</p>
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## 2. Scope of Work

### 2.1. ANGER MANAGEMENT

#### Scope of Services

Escambia County Corrections is looking for a Licensed Social Worker (LSW), Licensed Clinical Social Worker (LCSW), Licensed Mental Health Counselor (LMHC), Licensed Marriage and Family Therapist (LMFT) and/or an Agency to provide Anger Management Services for the incarcerated population. These services are preferred to be provided in person; however, Escambia County Corrections will accept responses for virtual or telehealth services.

The potential inmate will be identified by Mental Health Staff, Case Management Staff and by current charges. The inmate will have demonstrated acceptable behavior and will be deemed 'Approved' by Escambia County Corrections Classification Department.

The qualified instructor(s) will be qualified to render services and have experience working with individuals court ordered to undergo Anger Management counseling. Applicant(s) should demonstrate the skills of knowing how to deal with conflict in a group and/or individual setting, skills in conflict resolution, and must maintain a high level of integrity.

The inmate participant will be involved in a curriculum that will increase their knowledge of Life Skills to help them succeed in re-entering the community, as well as deal with the underlying issues that causes them to act out in anger. The inmate may participate in a group or individually. The inmate will receive

at the completion of the class a certificate of participation. The submission must include a detailed curriculum of the services offered and a plan for identifying and handling the underlying issues that cause inmates to act out.

The Anger Management program will be held at the determination of the instructor/agency providing the services and will be made available for the inmates who are inmate workers and not available during regular class hours. There are a total of 5 eligible dorms for the male population and 3 eligible dorms for the female population. The meetings will be held in the classrooms located off the dorms of the main jail. Each Class will consist of no more than 15 inmates in a session. Contractor will not exceed 30 hours per week without prior approval from the Programs Division Manager or designee.

The instructional material for this class will be provided by the Service Agency or qualified instructor rendering services. The Service Agency or qualified instructor(s) will be required to provide an invoice monthly that includes the date of service, the class roster, time of service, total hours times the awarded rate. This invoice will be provided to the Program Coordinator for approval of services provided. Then payment for services will be issued once submitted and approved.

### **Facilities and Equipment**

The Escambia County Jail will provide the classroom, virtual access, environment and enrollment. The literature and classroom materials will be provided by the Service Agency or qualified Instructor.

### **Duties and Responsibilities**

- Provide a schedule of sessions.
- Maintain records of attendance and participation
- Provide a professional learning environment.

### **Job Requirements**

- Master's degree from an accredited college or university in Social Work, Psychology, or an equivalent degree
- Two or more years of experience in working with families.

### **Criteria**

60	<p><i>Experience with Similar Facilities</i></p> <p>-years and level of experience providing the requested service to local, state, or federal correctional facilities</p>
20	<p><i>Price</i></p> <p>-the hourly reimbursement rate submitted by the bidder will be evaluated</p>

20	<i>Evaluation by Professional References</i>  -feedback provided by professional references will be evaluated
100	<i>Total Points Available</i>

## 2.2. Proposal Format

### *Tab 1 – Experience with Similar Facilities*

- a. *List years and level of experience providing the requested service to local, state, or federal corrections facilities.*
- b. *What type of service was provided. i.e., Video, In-person, both.*

### *Tab 2 – Price*

- a. Proposed Compensation per Hour

\_\_\_\_\_

\_\_\_\_\_ Print Name                      Sign                      Date                      \_\_\_\_\_

### *Tab 3 – Evaluation by Professional References*

- a. *Provide a minimum of three (3) professional references.*

### *Tab 4 -- County required documents. (Documents from the Vendor Submission Checklist)*

## 3. **Pre-Solicitation Activity**

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, email to:

Aby Raymond utilizing OpenGov software.

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

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

## 4. **Preparation of Proposal**



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

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

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

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

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

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

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

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

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

## 5. Submittal of Proposal

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

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

## 6. Conduct of Participants

The following policy will apply to all methods of source selection:

### A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating

with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

#### **B. Definitions**

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

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

### **7. Integrity of Documents**

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

### **8. Withdrawal of Submittals**

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

### **9. Interpretation**

No oral interpretation will be provided to any Respondent as to the meaning of the drawings or specifications. Every interpretation will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondents responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Respondents shall be bound by such Addenda whether or not received by the Respondent.

### **10. Proposal to Remain Subject to Acceptance**

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

### **11. Conditional or Incomplete Proposals**

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

### **12. Addition/Deletion of Item(s)**

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

### **13. Specification Exceptions**

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

## **14. Familiarity With Laws**

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

## **15. Compliance with Governing Laws and Regulations**

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

## **16. Examination of Documents and Site**

Before submitting a proposal, the Respondents shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda, and other relevant documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

## **17. Right to Reject Proposal**

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

## **18. Disqualification of Respondents**

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

- Submission of more than one proposal for the same work from an individual, firm, or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- Failure to pay or satisfactorily settle all bills due for labor and material on contracts in effect at the time of issuing the solicitation or default under a previous contract.
- Listing of the respondent by any Local, State or Federal Government/Agency on its debarred/suspended vendor list.

## **19. Review of Procurement Documents**

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

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

## **21. Time of Completion**

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

## **22. Contract Term/Renewal/Termination**

A. The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of Thirty-Six (36) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum Sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to the contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

B. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

C. The initiating County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

D. The contract may be canceled by the awarded firm, for good cause, upon ninety (90) days prior written notice.

E. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

F. In the event of termination by either party as provided herein, the awarded firm shall be paid for services performed through the date of termination.

## **23. Option to Extend the Term of the Contract**

After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend this Agreement for up to an additional six (6) months. The County shall provide written notice to the Contractor no later than thirty (30) days prior to the expiration of the last one (1) year renewal period. All other terms and conditions of the contract shall apply to the option periods.

## **24. Evaluation of Proposals and Award of Contract**

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

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

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

## **25. Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Escambia County Board of County Commissioners may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

## **26. Solicitation Expenses**

The County accepts no responsibility for any expenses incurred by the bidder in the solicitation preparation and submittal, as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the bidder.

## **27. Negotiations**

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

## **28. Recommended Proposal Preparation Guidelines**

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

## **29. Form of Agreement**

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

## **30. Award**

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

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities, and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

## **31. Identification of Subconsultants/Changes After the Fact**

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

## **32. Vendor Submissions**

All forms downloaded in this section must be uploaded with your submission

**32.1. I certify that I have read through the attached solicitation and I understand all materials provided.**

☐ Yes

☐ No

**32.2. Contract Execution and Certificate(s) of Insurance\*\***

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

☐ Please confirm

\*Response required

**32.3. References Form**

Please download the below documents, complete, and upload.

- [REFERENCES FORM.pdf](#)

**32.4. Deletion of Records Form**

Deleted and Destroyed Documents Letter

PD 23-24.011 Anger Management Services for Escambia County Corrections - Re-Solicitation

To the Escambia County Office of Purchasing

Our firm recently received an Invitation to Bid on the above-mentioned specification.

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

☐ Please confirm

**32.5. E-Verify Certification**

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

- [E-Verify.pdf](#)

**32.6. Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes**

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

- [Sworn statement.pdf](#)

### 32.7. Conflict of Interest Form

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

- [Conflict of Interest.pdf](#)

### 32.8. Drug-Free Workplace Form

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

- [Drug free workplace.pdf](#)

### 32.9. Information Sheet for Transactions and Conveyances Corporate Identification.

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

- [Information Sheet.pdf](#)

### 32.10. Scrutinized Companies Certification

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

- [Scrutinized Companies.pdf](#)

### 32.11. Certificate of Authority to do Business from the State of Florida (SunBiz)\*

The person listed as the contract signature authority must be listed on Sunbiz registration for FEIN provided. Upload your proof of certification with your Bid Package

☐ Yes

☐ No

\*Response required

### 32.12. Copy of current Required Insurance declaration page with Escambia County named interest or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.\*

Upload with your proposal

☐ Yes

☐ No

\*Response required

### 32.13. Current W-9\*

Please upload as a part of your submission package

☐ Yes

☐ No

\*Response required



### 32.14.Proposal Package\*

Enter your proposal in the format required by this solicitation.

\*Response required

## **33. General Terms and Conditions**

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at [purchasing@myescambia.com](mailto:purchasing@myescambia.com).

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: Bidders are required to register for an account via the [County's e-Procurement Portal](https://procurement.opengov.com/portal/escambiacountyfl) hosted by OpenGov. Once the bidder has completed registration, they will receive all notifications to their email by clicking "**Follow**" on this project - <https://procurement.opengov.com/portal/escambiacountyfl>.

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
  - 5.01 Taxes
  - 5.02 Discounts
  - 5.03 Mistakes
  - 5.04 Condition and Packaging
  - 5.05 Safety Standards
  - 5.06 Invoicing and Payment
  - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents

8. Interpretations/Disputes
9. Conflict of Interest
  - 9.01 County Procedure on Acceptance of Gifts
  - 9.02 Contractors Required to Disclose Any Gift Giving
  - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity

- 34. Florida Preference
- 35. Contractor Personnel
- 36. Award
- 37. Uniform Commercial Code
- 38. Contractual Agreement
- 39. Payment Terms/Discounts
- 40. Improper Invoice; Resolution of Disputes
- 41. Public Entity Crimes
- 42. Suspended and Debarred Vendors
- 43. Drug-Free Workplace Form
- 44. Information Sheet for Transactions and Conveyances
- 45. Copies
- 46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
- 47. Execution of Contract Purchase Order
- 48. No Contingent Fees Solicitation Expenses
- 49. On-Line Auction Services

### **34. Sec. 46-110.-Local Preference in Bidding**

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

a) Legislative Intent:

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

b) "Local Business" Defined:

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

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

c) Certification:

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

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

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

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

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

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

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

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

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

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

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

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

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

e) Notice:

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

f) Waiver of the Application of Local Preference:

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

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

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

2. Failure to Maintain Local Business Preference Qualifications:

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

3. Lack of Good Faith:

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

Effective July 1, 2021, for any “competitive solicitation for construction services paid with ANY state appropriated funds, the County may not use a local preference ordinance to prevent a contractor from participating in the bidding process based upon; a) maintaining a local office; b) hiring employees or subcontractors within a particular jurisdiction; or c) prior payment of local taxes, assessments or duties. For any such solicitation, the County must disclose in the bid package that any applicable local ordinance or regulation does not include any such prohibited preference.” See §255.0991, Florida Statutes.

## **35. Standard Insurance Requirements and Certificates**

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

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

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

A. General Insurance Provisions

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

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

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

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

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

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

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

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

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

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

## **B. Specific Insurance Requirements**

### **1) Workers Compensation Coverage**

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for

disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

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

## 2) General Liability Coverage

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

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

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

## 3) Business Auto Liability Coverage

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

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

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

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

# 36. Insurance for Information Technology Consulting and Professional Services

All contracts for Information Technology services should include the coverages listed above, plus the following:



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

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

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

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

Professional Liability (based on scope and trade) coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Consultant. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

### **37. Endorsements/Additional Insurance to Consider**

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

### **38. Indemnification**

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

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

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

### **39. Evidence/Certificates of Insurance**

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County

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

Email: [Purchasing@myescambia.com](mailto:Purchasing@myescambia.com)

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

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

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

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